1. Agenda

   Documents: 01-06 14 AGENDA.PDF

2. Packet

   Documents: 01-06 14 PACKET.PDF

INKSTER CITY COUNCIL

January 6, 2014
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:
Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE	RICHARD MARSH	DAVID JONES
CITY CLERK	CITY MANAGER	CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order

2. Discussion
   A. Agenda

3. Presentations

4. Public Hearing

5. Public Participation (limit to 3 minutes)

6. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

7. Adjournment

January 6, 2014

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

   A. Pledge of Allegiance
   B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

   A. Presentation to the City Manager-Super Saturday Committee.
   B. Marvelettes-Proclamation. **Pg. 1**
   C. Inkster Viking Pride-Fundraising Presentation. **Pg. 2**
   D. Stratford Place Proposed Development-Al Bogden.
   E. FY 2013 Financial Statement Audit Presentation-Rehmann Robson.

4. Public Hearing

5. Consent Agenda

   A. December 16, 2013 Regular Council Meeting Minutes. **Pg. 3**
   B. Receive & File City of Inkster Local Compensation Commission Report/Minutes. **Pg. 7**

6. Boards and Commissions

   A. Update of current list of appointments to Boards & Commissions. **Pg. 8**

7. Previous Business

8. Ordinance(s)

   A. First Reading(s)
   B. Second Reading(s)

9. New Business

   A. Discussion/Action: (Mark Stuhldreher) Consider approval of a Resolution authorizing amendments to the general employees City of Inkster Retirement Income Plan that clarify and update certain language as required by the Internal Revenue Service. **Pg. 15**

10. Public Participation (limit to 3 minutes)

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session
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15. Adjournment

Felicia Rutledge
City Clerk

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Felicia Rutledge
City Clerk

City of Inkster, Michigan

Proclamation Honoring

The Marvelettes

WHEREAS, in 1961 Gladys Horton formed a girls singing group so they could enter the Inkster High School Talent Show; and

WHEREAS, Gladys knew that with Georgia Dobbins, Katherine Anderson, Georgeanna Tillman and Juanita Cowart, they would have a good chance of winning an audition with Motown Records; and

WHEREAS, the group, then called the Casinyets, entered the talent show but were 4th place winners they solicited the support of their Student Council Advisor, Mrs. Shirley Sharpley, to call Motown to arrange their audition; and

WHEREAS, the audition was granted and went well, but Motown officials told the group that they needed an original song; and

WHEREAS, the group met with songwriter and blues musician William Garrett and Georgia asked if the group could use the title of one of his songs for a new song she wanted to write; and

WHEREAS, "Please Mr. Postman" was written in two days and the group was offered a contract; and

WHEREAS, Barry Gordy had called them "marvelous" when he heard them sing and their name became the "Marvelettes"; and

WHEREAS, Georgia Dobbins' parents could not sign the contract because family illness would prevent her from further participation, Wanda Young stepped in; and

WHEREAS, along the way the group worked with Florence Ballard of the Supremes who offered to assist Gladys with lead vocals on "Please Mr. Postman" and Eddie McFarland who became their driver; and

WHEREAS, in 1962 "Please Mr. Postman" became the first #1 Pop Chart hit for Motown, resulting in Barry Gordy adding them to tour; and

WHEREAS, in 1962, although exciting the year was not without sadness with the death of Eddie McFarland and the comings and goings of group members; and

WHEREAS, in 1963 Georgeanna married Billy Gordon of the Contours and Wanda Young married Bobby Rogers of the Miracles; and

WHEREAS, in 1964 "Too Many Fish in the Sea" was recorded and Georgeanna had to leave the group after she was diagnosed with Sickle Cell Anemia, succumbing to the illness at the age of 36 in January 1980; and

WHEREAS, in 1965 Wanda Young became the sole lead singer on all subsequent Marvelettes recordings; and

WHEREAS, the Marvelettes have a string of memorable hits including "Beechwood 45789", Here I Am Baby", "Keep on Holding On", "The Hunter Gets Captured by the Game", My Baby Must Be A Magician, "What's So Easy for Two is So Hard for One", Danger, Heartbreak Dead Ahead", "Don't Mess With Bill" and "When You're Young and In Love" ; and

WHEREAS, the hits continued through 1971, with 17 albums recorded through the years; and

WHEREAS, in 1995 the Marvelettes received the Rhythm and Blues Pioneer Award and in 2004 was inducted into the Vocal Group Hall of Fame through the efforts of the Inkster High School Viking Pride Committee; and

WHEREAS, the songs "Please Mr. Postman" and "Don't Mess With Bill" were certified as Gold Hits and the Mosaic Acting Company honored the group with a play entitled "Now That I Can Dance"; and

WHEREAS, in 2011 "Please Mr. Postman" was inducted into the Rock and Roll Hall of Fame and sadly Gladys Gorton passed away in California.

NOW THEREFORE, LET IT BE KNOWN, That the Mayor and Council of the City of Inkster, do hereby on behalf of the residents of the City of Inkster, honor and recognize the Marvelettes on their many accomplishments and acknowledges their history and the mark they have left on the world for years to come.

IN WITNESS WHEREOF, I hereby set my hand and have caused the Seal of the City of Inkster to be affixed this 6th day of January 2014

Mayor Hilliard L. Hampton, II

City of Inkster, Michigan

Proclamation Honoring

The Inkster Alumni Viking Pride Committee

WHEREAS, the Inkster Alumni Viking Pride Committee was founded in 2002, chaired by former Councilwoman Deartriss Richardson; and

WHEREAS, during this time Inkster Public Schools was facing many challenging issues, including a possible takeover by the State of Michigan; and

WHEREAS, during hearings in Lansing many negative statements were made about the school district, students and former students; and

WHEREAS, Deartriss Richardson formulated a committee of Inkster High School Alumni and with the approval of the committee's Financial Manager sponsored "One-Night of Viking Pride" honoring many teachers and accomplished former students as well as outstanding achievements of the current student body; and

WHEREAS, the one night of pride was designed to lift the spirits and encourage the students and community by showing that greatness can be achieved at Inkster Public Schools and developed to celebrate 11 years of pride; and

WHEREAS, the Inkster Alumni Viking Pride Committee has awarded over $60,000 in scholarships to it's graduates, purchased trophies and championship rings for Inkster High School football teams, provided financial support to the Inkster ROTC program, purchased uniforms and grooming kits for Baylor-Woodson Elementary School closet, sponsored banquets/trophies for Inkster High School girls basketball team; and

WHEREAS, the committee has also provided financial support for the Inkster High School Performing Arts Department Black College Tour, formulated a partnership with Inkster Public Schools and NASA, provided financial support for a student to attend NASA space launch in Florida and tour NASA facilities as a guest of Dr. Woodrow Whitlow, Jr., partnered with Armak Corp and Samaritan Feet Organization to provide over $1,000 for new gym shoes and obtained 2 gold records for the famous "Marvelettes" ; and

WHEREAS, the Inkster Alumni Viking Pride Committee has now merged with the Inkster High School Alumni foundation with Deartriss Richardson serving as chairperson of all programs.

NOW THEREFORE, LET IT BE KNOWN, That the Mayor and Council of the City of Inkster, do hereby on behalf of the residents of the City of Inkster, recognize the Inkster Alumni Viking Pride Committee on their accomplishments and acknowledges their effort in being a positive image in and for the City of Inkster.

CITY OF INKSTER
Established 1923 • Incorporated 1964

IN WITNESS WHEREOF, I hereby set my hand and have caused the Seal of the City of Inkster to be affixed this 6th day of January 2014

Mayor Hilliard L. Hampton, II

December 16, 2013

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, December 16, 2013

Prior to the Regular Council Meeting: The agenda was discussed.

Moved by Councilmember Canty, Seconded by Councilmember Williams that Council convenes into a Closed Executive Session at 7:20 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 6
NAYS: 0
ABSENT: 1 (Moner)

Moved by Councilmember Williams, Seconded by Councilmember Canty to adjourn the Closed Executive Session at 7:28 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:30 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Absent	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Williams to approve the agenda with added item "B" under Presentations. Resolution 12-13-180R - Motion carried.

Presentations/Discussion

A. Inkster Auxiliary Police-Proclamation.
B. Mr. Hinton and Commander Stubbs-Veteran's Housing
C.

Public Hearings (N/A)

Consent Agenda

A. December 2, 2013 Regular City Council Meeting Minutes.

Moved by Councilmember Canty, Seconded by Councilmember Shaw to approve the consent agenda.
Resolution 12-13-181R-Motion carried unanimously.

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.

Previous Business

Ordinance(s)

New Business

A. Discussion/Action (Richard Marsh): Consider approval of an offer to purchase (Case # LD13-15) vacant residential land (3 lots) which is located on the south side of Carlysle between John Daly and Bayhan and is legally described as E 70 ft of Lot 259, W 35 ft of Lot 259 and Lot 260 Robt M. Gridleys Sub No. 10 of Little Farms T2S, R10E, L39, P70, WCR (Property ID # 023-01-0259-001, # 023-01-0259-002 and # 023-01-0260-300) in the amount of $1,200.00 to Kenneth E. Letster.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Williams to approve an offer to purchase three vacant lots.

Resolution 12-13-182R- Motion carried unanimously.

B. Discussion/Action (Felicia Rutledge) Consider authorizing Polling Location Precinct consolidations.

Moved by Councilmember Shaw, Seconded by Councilmember Williams to approve polling location permanent precinct consolidations.

Resolution 12-13-183R-Motion carried unanimously.

Public Participation

- **Mary McClendon-**Informed residents of District 12 monthly talks beginning the first Monday in January at the Inkster Library at 12:30 p.m. additionally she wished all residents a Happy Holiday Season.
- **Larry Bonereck-** Wised everyone a Merry Christmas and Happy New Year. He stated that the streets were plowed during the snowfall and about the automated phone system at City Hall.
- **Willie Johnson-**Thanked the City Manager and Councilman Shaw for their efforts. He stated he attended the Police Press Conference and some windows were missing at a home on Chestnut.
- **Rev. George Williams-**Would like to know in writing about how the funds were spent for the Senior, Parks and Recreation and Youth millage.
- **Gina Wilson Steward-**Thanked the citizens and City Council for the support of the Telegram Newspaper. She informed residents that the City of Romulus would be hosing a Martin Luther

King free Pancake Breakfast. She wished everyone Happy Holiday's and also asked that residents start paying close attention to the State legislator and decisions that they have been making.

Mayor and Council Communications

- **Councilman Williams-** Wished all residents a Happy Holiday season. Additionally he stated that he would be starting his Town Hall Meetings back on January 9, 2014 at 6:00 p.m. These meetings will be held to keep residents informed.
- **Councilman Canty-**Wished everyone Happy Holiday's. He stated that there would be a lot of work to do regarding the water delinquency. He asked that everyone keep Councilmember Moner in their prayers.
- **Councilman Shaw-**Asked questions about the audit report. He thanked Mark Stuhldreher and the City Manager, Richard Marsh for their efforts on the audit and allowing the process to be transparent. He asked about the upcoming Business forum.
- **Mayor Pro-Tem Hendricks-** Wished all residents a Happy Holiday Season. He asked about the upcoming Business forum.
- **Councilwoman Howard-**Wished everyone a Happy Holiday Season.
- **Mayor Hampton-**Asked about the website being updated. He asked who is overseeing the Planning and Economic Department, and stated that the 50th Anniversary plans need to be getting under way. He thanked the DPS staff for the streets being plowed in a timely manner and additionally thanked the citizens of Inkster, department heads and employees for their work.

City Clerk

- Thanked City Clerk office employee Yolanda Holmes for her efforts with the Polling location consolidations. She wished everyone Happy Holiday's.

City Manager

- Thanked Mark Stuhldreher and Jeannie Fields
- Thanked City Council for the opportunity to serve.
- Thanked all citizens and volunteers.
- Thanked residents for engaging city staff.
- Thanked City Clerk Rutledge and Kim Sledge for their efforts on the Employee Holiday Luncheon. He is looking forward to next year's event.
- Thanked Mr. Dwight Hines for the food that he prepared for the luncheon.
- He will be hosting a Chats with the City Manager.

Closed Session

Council convenes into a Closed Executive Session to discuss pending litigation in accordance with MCL 15.286 (e).

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Shaw, Seconded by Mayor Pro-Tem Hendricks and carried, the Regular Council meeting of December 16, 2013 was adjourned at 8:44 p.m.

Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER
26215 Trowbridge St.
Inkster, MI 48141
www.cityofinkster.com
313.563.4232

December 12, 2013

To: Felicia Rutledge, City Clerk of Inkster

From: Eugene Thompson,

Re: Local Officer's Compensation Commission Meeting on December 4, 2013

According to Ordinance 409 Section four (4) and notices posted and mailed to the Compensation Commission on November 19, 2013 regarding a scheduled meeting to be held December 4, 2013 at 6:00 p.m.

Please be advised that a meeting held in the City Council Chambers located at 26215 Trowbridge in the City of Inkster, MI. was scheduled. According to our agenda, the meeting was called to order at 6:35 p.m. and Roll Call was taken. Present Members were: Eugene Thompson and Dorothy Gardner. A quorum was not present. Therefore, no business could be conducted as to salaries of Mayor and City Council Members. The meeting was adjourned at 6:45 p.m.

Please review subsection duties 32.007, line five (5), which states that in case of no quorum, salaries remain the same.

Respectfully Submitted,

City of Inkster Local Compensation Commission
Eugene Thompson, Chair

Cc: All Compensation Commissioners

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term	9 Members	Ordinances: 414,457 & 508
Richard Marsh, Jr., Director		Tenure
Denise Champagne, Project Dir. - (Ex-Officio Member)		Tenure
Rochelle Wells		Exp. 08/20/14
April Walton		Exp. 01/18/15
Audrey Jean Searcy		Exp. 06/02/14
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Dorothy M. Moore		Exp. 11/15/15
Nellene Moore		Exp. 08/16/14
Dorothy Gardner		Exp. 06/16/14
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Alfreda Robinson		Clerk of the Board – Non Voting
Gloria Brown		Exp. 12/31/14
Ned Sanders (Alternate)		Exp. 05/02/14
Dante Williams		Exp. 03/19/14
Celeste McDuffie		Exp. 03/19/14

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey	Exp. 04/26/14
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/14
Eunice Williams (C)	Exp. 04/26/14
Wyanetta Motley (S)	Exp. 04/16/14
Horace Jordan	Exp. 04/26/14
Larry Motley (C)	Exp. 04/26/14
Dorothy McClendon	Exp. 05/14*
Dr. Evelyn Clark	Exp. 05/14*
Tommie Jones	Exp. 05/14*
Cephus Thomas	Exp. 04/26/14
Clareese Jordan	Exp. 11/13
LaShawn Westbrook	Exp. 05/14*
Blinda Jones	Exp. 05/14*
Robert Broadnax	Exp. 05/07/14
Minnie Johnson	Exp. 05/14*
Alana Glover	Exp. 05/07/14
Gabe Henderson	Exp. 05/7/14
Shera Johnson	Exp. 05/14*
Demetrius Dalton	Exp. 05/21/14
Henry Wade	Exp. 05/14*

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfernick M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]
3 Year Term — 5 Members — State Law and Resolution 74-1-39

Nathaniel Elcock	Exp. 12/31/05
Hersey Bryant, (C)	Exp. 12/31/00
Horace Wells	Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]
3 Year Term — 9 Members — Ordinances 593 and 609

Timothy Williams	Ex-Official	
~~Danny Van Scholack~~	Dist. 1	Exp. 11/16/12
Vacant	Dist. 2	Exp. 12/01/11
Vacant	Dist. 3	
Alfreda Flowers	Dist. 4	
Vacant	Dist. 5	Exp. 06/04/15
Lewis Gregory (C)	Dist. 6	
~~George Coller~~	**Mayoral**	Exp. 01/04/13
~~Carmen Mitchell~~	At-Large	Exp. 03/16/12
		Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]
4 Year Term — 4 Members — State Law

Deborah Owens (Dem)	Exp. 12/31/15
Gloria Brown (Dem)	Exp. 06/04/16
Courtney Owens (Dem)	Exp. 06/04/16
Eugene Brazeal (Rep)	Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]
3 Year Term — 3 Members — Ordinances 237 & 559

Clarence Oden	
Vacant - (Employee Representative)	Exp. 6/18/15
~~James White~~	
- (Commission Appointment)	Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/DANGEROUS BUILDING BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Theola Jones		Exp. 04/14
~~Henry Wade~~		Exp. 05/11
- (Licensed Plumber)		
Kenyatta Mason		Exp. 11/12
- (Licensed Electrician)		
Marcus Hendricks – Temporary Alternative		
- (Licensed Electrician)		
~~– Building Inspector~~		
- (Licensed Engineer/Inspector)		
Yuri Mayorchak		Exp. 11/13
George A. Chatman		
David Stevens		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Hilliard L. Hampton, II		Tenure
Vacant		Exp. 01/18/14
Lewis Gregory (Treasurer)		Exp. 09/20/14
Vacant		Exp. 07/20/13
Tom Costello (VC)		Exp. 10/06/12
Vacant (C)		Exp. 11/03/12
Cheryl Brown		Exp. 07/19/14
Andrea Parson		Exp. 08/01/15
Winston Wade(Secretary)		Exp. 12/17/16
Vacant		

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Hilliard L. Hampton, II		
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Vacant		Exp. 06/07/16
Vacant		Exp. 06/07/16
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		EXP. 06/07/19
Vacant		

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 1500 Inkster Road]
5 Year Term — 6 Members — State Law and Ordinance 99

		Tenure
Tony Love, Director & Secretary		Exp. 03/17
William Acklin		Exp. 03/13
Ernest Hendricks		Exp. 11/13
James Orr		Exp. 03/13
Ernestine Williams		Exp. 08/14
Delphine Oden		

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]
2 Year Term — 7 Members — State Law and Ordinance 196

Vacant	Dist. 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Michael Wells	Dist. 6	Exp. 12/20/12
Vacant		

LIBRARY BOARD — 4 year term

Michael Wells	Exp. 2015
Sandra Markwart	Exp. 2015
Dorothy Gardner	Exp. 2015
Dosys Thompson	Exp. 2015
LaDon Gibbs	Exp. 2015
Paulette Dye	Exp. 2015

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]
2 Year Term — 7 Members — Ordinance: 603

Vacant	Dist. 1	
Curtistine Barge	Dist. 2	Exp. 12/05/13
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	**Mayoral**	

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]
7 Year Term — 7 Members — State Law and Ordinance 409

Theodore Mimms	Exp. 11/19/14
Eugene Thompson (VC)	Exp. 11/19/14
Dorothy Gardner	Exp. 11/19/14
Darwin Howard	Exp. 12/15/14
William Howard	Exp. 11/03/15
Cheryl Stinson	Exp. 02/02/16
Vacant	

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term — 9 Members — Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 04/30/14
Shirley Miller	Dist. 2	Exp. 03/25/14
Shelby Johnson	Dist. 3	Exp. 01/03/14
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 07/18/13
James Richardson IV	Dist. 6	Exp. 01/03/14
Tonia Williams	Mayoral	Exp. 04/04/13
Sheila Garland	Mayoral	Exp. 05/21/14
Norma McDaniel	Council	Exp. 12/20/14

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term — 6 Members

Vacant	Dist. 1	
Vacant	Dist. 2	
Cory Wells	Dist. 3	Exp. 12/05/13
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	**Mayoral**	

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term — 9 Members — State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee) (Vice Chairman)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 02/14
April Walton	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 6:00 p.m., Fire Station]

2 Year Term — 5 Members — Charter

Jean Overman	**Mayoral**	Exp. 10/14
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	**Council**	Exp. 12/14
Charles Hines	**(Pension Board Appt)**	Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Mayor Pro-Tem Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term | 7 Members | State Law and Ordinance 277

Vacant	Dist. 1	
Vacant	Dist. 2	
James Cross (VC)	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Vacant. (C)		

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 37137 Marquette, Westland, MI. 48185]

Michael Canty, Council Appointee	Exp. Tenure
Denise Champagne, Council Appointee	Exp. (Appointed in 2009)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]
6 Year Term — 13 Members — Resolution 85-8-331

Hilliard L. Hampton, II	Tenure
Richard Marsh	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow	Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]
Terms 1, 2 and 3 years — Up to 9 members — Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Richard Marsh, City Manager	**Tenure**
Mark Stuhldreher, Treasurer	Tenure
Mark Lloyd, Community Development Director (VC)	Tenure
Tonia C. Williams (C)	Exp. 6/27/14
Dorothy Gardner	Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons
Daniel Henderson
Willie Johnson
Bessie Jones
Melodie Jones
Clara Gray-Joiner
Geneva Lyles
Norma McDaniel
Ramona Rogers
Antonio Shaw
Jacqueline Treadway
Rita Watson
Barbara Whatley
Julius Williams
Glaynda Wright
Chris Yatooma

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: **Richard Marsh, City Manager** **Date: December 23, 2013**

From: Mark Stuhldreher, Treasurer **Date for Council's Consideration: January 6, 2014**

ACTION REQUESTED: City Council approval of a Resolution authorizing amendments to the general employees City of Inkster Retirement Income Plan that clarify and update certain language as required by the Internal Revenue Service.

Current Action __X___ Emergency _____ Future _____

Funds Budgeted: If Yes ____ Account #_____ No ____ N/A __X__

Treasurer's Approval _____MDS_____

BACKGROUND:

IRS Notice 2012-76 contains the 2012 cumulative list of changes that reflect the legislative changes to Plans such as ours. IRS regulations require that we amend our plan to remain in conformance with rules and regulations pertaining to Governmental Plans. Prudential Retirement Insurance Annuity Company has assisted in ensuring that our Plan is timely restated and in obtaining a favorable determination letter for our updated Plan Document.

The summary of changes to the Plan Document is attached along with the restated Plan Document.. These changes are the result of reformatting, definition changes, and inclusion of certain IRS required language to add clarification to the Plan language.

SCOPE OF SERVICES:

JUSTIFICATION:

To ensure that the City of Inkster Retirement Income Plan remains in conformance with all IRS regulations, these changes must be incorporated into our Plan Document.

PROJECT IMPROVEMENTS:

Which of the Five (5) Council Goals does this request meet?

Goal #4 – Develop a plan to address the city's current debt and legacy costs

COSTS:

N/A

PROJECTED TIME TABLE:

N/A

RESOLUTION:

Authorization is hereby given to Approve the City of Inkster, Wayne County, Michigan, Retirement Income Plan July 1, 2013 Restatement

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, A MUNICIPAL CORPORATION
RETIREMENT INCOME PLAN

July 1, 2013 RESTATEMENT
SUMMARY OF CHANGES
(revised)

Miscellaneous Clarifications and Language Updates

Description	Effective Date	Section	Comments
Accrued Benefit	N/A	1.1(a)	Accrued Benefit definition clarified to reflect that the Accrued Benefit is payable in the normal form.
Actuarial Equivalent Definition	N/A	1.1(d)	Re-formatted to clarify the distinction between the assumptions used for lump sums versus forms other than lump sums.
Employee	N/A	1.1(p)	Definition expanded and reformatted.
Employment Severance Date	N/A	1.1(u)	Reformatted
Spouse	N/A	1.1(jj)	Reference to laws of the State of Michigan added to definition.
Vesting	N/A	7.1	Reformatted
Payment of Benefits to Others	N/A	11.3	Language modified to specify those persons to whom payments may legally be made on behalf of an incompetent beneficiary. (Required by IRS during pre-approval process for current core document)
Missing Payees and Unclaimed Benefits	N/A	11.4	New section added o provide options for missing payees and unclaimed benefits.
Maximum Retirement Benefits (Final 415)	Limitation Years beginning on and after July 1, 2007	Article XII	Between the EGTRRA changes and the PFEA changes, the entire Article has been reworded.
Discretionary Authority	N/A	14.2	New section – IRS requires this language be included in the volume submitter.
Claims Review Procedure	N/A	14.4	New section – IRS requires this language be included in the volume submitter.
Exhaustion of Remedies	N/A	14.5	New section – IRS requires this language be included in the volume submitter.
Grounds for Judicial Review	N/A	14.6	New section – IRS requires this language be included in the volume submitter
Special Rules Applicable to Participants Absent Due to Military Service	For deaths occurring on and after January 1, 2007	17.7	Expanded to include provisions of HEART Act.
Code Section 401(a)(9) Compliance		Article XVIII	New section incorporates 401(a)(9) minimum required distribution rules.

CITY OF INKSTER, WAYNE COUNTY, MICHIGAN,
A MUNICIPAL CORPORATION
RETIREMENT INCOME PLAN
July 1, 2013 Restatement

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE I DEFINITIONS 6

1.1 Plan Definitions 6
1.2 Construction 12

ARTICLE II HOURS OF SERVICE 13

2.1 Crediting of Hours of Service 13

ARTICLE III SERVICE & CREDITED SERVICE 14

3.1 Service and Credited Service Prior to July 1, 2013 14
3.2 Service and Credited Service On or After July 1, 2013 14
3.3 Transfers 14
3.4 Retirement or Termination and Reemployment 15
3.5 Finality of Determinations 15

ARTICLE IV ELIGIBILITY FOR PARTICIPATION 16

4.1 Participation 16
4.2 Mandatory Employee Contributions 16
4.3 Suspension of Mandatory Employee Contributions 17
4.4 Crediting Eligibility Service 17
4.5 Loss of Eligibility Service 17
4.6 Termination of Participation 17
4.7 Participation Upon Reemployment 17
4.8 Finality of Determinations 18

ARTICLE V NORMAL RETIREMENT 19

5.1 Eligibility 19
5.2 Amount 19
5.3 Minimum Benefits 19
5.4 Payment 19

ARTICLE VI EARLY RETIREMENT 20

6.1 Eligibility 20
6.2 Amount 20
6.3 Payment 20

ARTICLE VII VESTED RIGHTS 21

7.1 Vesting 21
7.2 Eligibility for Deferred Vested Retirement Benefit 21
7.3 Amount of Deferred Vested Retirement Benefit 21
7.4 Payment 22
7.5 Immediate Distribution Option 22
7.6 Cash Distribution of Accumulated Contributions 22

7.7 Election to Withdraw from Plan 22
ARTICLE VIII DISABILITY RETIREMENT BENEFIT 23
8.1 No Disability Retirement Benefits Payable Under Plan 23
ARTICLE IX FORMS OF PAYMENT 24
9.1 Normal Form of Payment 24
9.2 Optional Forms of Payment 24
9.3 Designation of Beneficiary and Beneficiary in Absence of Designated Beneficiary 25
9.4 Death Prior to Annuity Starting Date 26
9.5 Preservation of Election of Optional Form of Payment 26
9.6 Effect of Reemployment on Form of Payment 26
ARTICLE X SURVIVOR BENEFITS 27
10.1 Eligibility for Preretirement Spouse Benefit 27
10.2 Amount of Preretirement Spouse Benefit 27
10.3 Payment of Preretirement Spouse Benefit 27
10.4 Return of Accumulated Contributions 27
ARTICLE XI GENERAL PROVISIONS & LIMITATIONS REGARDING BENEFITS 29
11.1 Suspension of Benefits 29
11.2 Non-Alienation of Retirement Rights or Benefits 29
11.3 Payment of Benefits to Others 29
11.4 Missing Payees and Unclaimed Benefits 30
11.5 Payment of Small Benefits 30
11.6 Direct Rollovers 31
11.7 Limitations on Commencement 32
ARTICLE XII MAXIMUM RETIREMENT BENEFITS 33
12.1 Definitions 33
12.2 Maximum Limitation on Annual Benefits 40
12.3 Grandfather Prior Benefits 41
12.4 Maximum Limitation on Mandatory Employee Contributions 41
12.5 Manner of Reduction 42
ARTICLE XIII PENSION FUND 43
13.1 Pension Fund 43
13.2 Contributions by the Employer 43
13.3 Expenses of the Plan 43
13.4 No Reversion 43
13.5 Forfeitures Not to Increase Benefits 43
13.6 Change of Funding Medium 44
ARTICLE XIV ADMINISTRATION 45
14.1 Authority of the Employer 45

14.2 Discretionary Authority 45
14.3 Action of the Employer 45
14.4 Claims Review Procedure 45
14.5 Exhaustion of Remedies 46
14.6 Grounds for Judicial Review 46
14.7 Domestic Relations Order Approval Procedures 46
14.8 Indemnification 46
14.9 Actions Binding 46
ARTICLE XV ADOPTION BY OTHER ENTITIES 47
15.1 No Adoption by Other Entities 48
ARTICLE XVI AMENDMENT & TERMINATION OF PLAN 48
16.1 Employer's Right of Amendment 49
16.2 Termination of the Plan 49
16.3 Adjustment of Allocation 49
16.4 Assets Insufficient for Allocation 50
16.5 Residual Assets 50
16.6 Payments by the Funding Agent 50
16.7 Residual Assets Distributable to the Employer 50
ARTICLE XVII MISCELLANEOUS 51
17.1 No Commitment as to Employment 52
17.2 Claims of Other Persons 52
17.3 Governing Law 52
17.4 Nonforfeitability of Benefits Upon Termination or Partial Termination 52
17.5 Funding Agreement 52
17.6 Benefit Offsets for Overpayments 52
17.7 Special Rules Applicable to Participants Absent Due to Military Service 52
ARTICLE XVIII CODE SECTION 401(a)(9) COMPLIANCE 53
18.1 Definitions 54
18.2 Applicability 54
18.3 Precedence 54
18.4 Requirements of Treasury Regulations Incorporated 54
18.5 Commencement as of Required Beginning Date 55
18.6 Death of Participant Before Distributions Begin 55
18.7 Form of Distribution 55
18.8 General Annuity Requirements 56
18.9 Amount Required to be Distributed by Required Beginning Date 56
18.10 Additional Accruals After First Distribution Calendar Year 57
18.11 Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse 58
18.12 Period Certain Annuities 58
18.13 Participant Survived by Designated Beneficiary 58
18.14 No Designated Beneficiary 58
18.15 Death of Surviving Spouse Before Distributions to Surviving Spouse Begin 59
18.16 Change to Annuity Payout Period 59

18.17 Payments to a Surviving Child 60
18.18 5-Year Rule Applicable to Certain Distributions to Designated Beneficiaries 60
18.19 Death of Participant After Distributions Begin 60

PREAMBLE

The City of Inkster, Wayne County, Michigan, a Municipal Corporation Retirement Income Plan, originally effective as of July 1, 1956, is hereby amended and restated in its entirety. The Plan, as amended and restated hereby, is intended to qualify as a defined benefit pension plan under Code Section 401(a) and is a governmental plan under Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended. The Plan is maintained for the exclusive benefit of eligible employees and their beneficiaries.

Except as otherwise specifically provided in the Plan, this amended and restated Plan shall be effective as of July 1, 2013, and the rights of any person who did not have an Hour of Service under the Plan on or after July 1, 2013, shall generally be determined in accordance with the terms of the Plan as in effect on the date for which he was last credited with an Hour of Service.

ARTICLE I
DEFINITIONS

1.1 Plan Definitions

As used herein, the following words and phrases, when they appear with initial letters capitalized as indicated below, have the meanings hereinafter set forth:

(a) A Participant's "**Accrued Benefit**" as of any date means the portion of his monthly normal retirement benefit, payable in the normal form described in Section 9.1, accrued as of that date determined as provided in Article V, based on his years of Credited Service and his Average Annual Earnings determined as of that date.

(b) A Participant's "**Accumulated Contributions**" as of any date means the total of the Participant's Mandatory Employee Contributions plus interest. Interest on a Participant's Mandatory Employee Contributions shall be credited annually to the date of determination as follows:

(1) For Plan Years beginning prior to July 1, 1980, at the interest rate specified in the Plan as in effect on the applicable date; and

(2) For Plan Years beginning on or after July 1, 1980, at 5% per annum.

Interest on a Participant's Mandatory Employee Contributions shall be compounded each July 1.

(c) An "**Active Participant**" means a Participant who is accruing Credited Service under the Plan in accordance with the provisions of Article III.

(d) The "**Actuarial Equivalent**" of a value means its equivalent value determined using the actuarial factors specified in the Plan. For purposes other than determining present value for purposes of a single sum payment, Actuarial Equivalence is determined using the 1971 Group Annuity Mortality Table for male lives with a 2 year setback for Participants and a 4 year setback for Beneficiaries and an interest rate of 6%. For purposes of determining present value for purposes of a single sum payment, the following factors shall be used: (i) the table prescribed by the Secretary of the Treasury, which effective after December 31, 2002 shall be the Table prescribed in Revenue Ruling 2001-62 and (ii) the annual rate of interest on 30-year Treasury securities for the second calendar month preceding the Plan Year in which the distribution is made.

The present value of a benefit with respect to a Participant who has or would have reached Normal Retirement Date at the time present value is being determined shall be calculated based on the immediate annuity payable as of the determination date. The present value of a benefit with respect to a Participant who has not yet or would not yet have reached Normal Retirement Date at the time present value is being determined shall be calculated based on a deferred annuity payable commencing at the Participant's

Normal Retirement Date. For purposes of this paragraph, present value of any single sum payment to a Participant shall be determined based on the present value of immediate and deferred annuities payable in the normal form described in Section 9.1 of the Plan.

(e) The "**Actuary**" means an independent actuary selected by the Employer, who is an enrolled actuary as defined in Code Section 7701(a)(35), or a firm or corporation of actuaries having such a person on its staff, which person, firm, or corporation is to serve as the actuarial consultant for the Plan.

(f) The "**Administrator**" means the Employer unless the Employer designates another person or persons to act as such.

(g) An "**Affiliated Entity**" means any corporation, business, or other entity which would be aggregated with the Employer for a relevant purpose under Code Section 414.

(h) A Participant's, or Beneficiary's, if the Participant has died, "**Annuity Starting Date**" means (i) the first day of the first period for which an amount is paid as an annuity or (ii) in the case of a single sum payment, the first day on which all events have occurred which entitle the Participant, or his Beneficiary, if applicable, to such payment.

If a Participant whose Annuity Starting Date has occurred is reemployed by the Employer or an Affiliated Entity resulting in a suspension of benefits in accordance with the provisions of Section 11.1, for purposes of determining the form of payment of such Participant's benefit upon his subsequent retirement, such prior Annuity Starting Date shall apply to benefits accrued both before and after the Participant's reemployment.

(i) A Participant's "**Average Annual Earnings**" means his highest average annual Earnings received for any 5 consecutive Earnings Computation Periods during the 10 consecutive Earnings Computation Periods immediately preceding the date the Participant's employment terminates.

If fewer than 5 full year Earnings are available, the average will be determined using the full year Earnings available. If no full year Earnings are available, the Participant's total Earnings will be divided by the number of his full calendar months of employment. The result will be multiplied by 12.

(j) A Participant's "**Beneficiary**" means any beneficiary who is entitled to receive a benefit under the Plan upon the death of the Participant.

(k) The "**Code**" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a Code section shall include (i) such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section and (ii) all rulings, regulations, notices, announcements, and other pronouncements issued by the U.S. Treasury Department, the Internal Revenue Service, and any court of competent jurisdiction that relate to such section.

(l) A Participant's "**Credited Service**" means his period of service for purposes of determining the amount of any benefit for which he is eligible under the Plan, as computed in accordance with the provisions of Article III.

(m) The "**Earnings**" of a Participant for any Earnings Computation Period mean his basic compensation received from the Employer for services as an Employee, excluding overtime, commissions, bonuses, and any other additional compensation. Earnings shall also exclude that portion of a judge's compensation received from the Employer that is credited towards his retirement benefits under the State of Michigan Judge's Retirement System.

In no event, however, shall the Earnings taken into account under the Plan for each Earnings Computation Period with respect to an Employee who becomes a Participant on or after July 1, 1996 exceed $150,000. The limitations set forth in the preceding sentence shall be subject to adjustment annually as provided in Code Section 401(a)(17)(B) and Code Section 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Earnings Computation Periods beginning in such calendar year.

(n) An "**Earnings Computation Period**" means each calendar year.

(o) An Employee's "**Eligibility Service**" means his period of service for purposes of determining his eligibility to participate in the Plan, as computed in accordance with the provisions of Article IV.

(p) An "**Employee**" means the following: (1) any employee of the Employer who is customarily employed for more than 20 hours each week and 5 months each calendar year, other than any such employee who is a sworn officer in the Police or Fire Department and (2) any elected district court judge who is currently holding that office.

Notwithstanding the foregoing, the term "Employee" shall not include the following:

(1) any individual with respect to whom an Employer does not withhold income or employment taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service because such individual has executed a contract, letter of agreement, or other document acknowledging his status as an independent contractor, even if such individual is later adjudicated to be a common law employee of his Employer, unless and until the Employer extends coverage to such individual.

(2) any "leased employee."

For purposes of subparagraph (2) above, a "leased employee" means any person (other than an "excludable leased employee") who performs services for the Employer or an Affiliated Entity (the "recipient") (other than an employee of the "recipient") pursuant to an agreement between the "recipient" and any other person (the "leasing organization") on a substantially full-time basis for a period of at least 1 year, provided that such

services are performed under primary direction of or control by the "recipient". An "excludable leased employee" means any "leased employee" of the "recipient" who (a) is covered by a money purchase pension plan maintained by the "leasing organization" which provides for (i) a nonintegrated employer contribution on behalf of each participant in the plan equal to at least 10% of compensation (as defined in Treasury Regulations Section 1.415(c)-2(d)), (ii) full and immediate vesting, and (iii) immediate participation by employees of the "leasing organization", or (b) performs substantially all of his services for the "leasing organization", or (c) whose compensation from the "leasing organization" in each plan year during the 4-year period ending with the plan year is less than $1,000. Notwithstanding the foregoing, "leased employees" of the "recipient" shall only be considered "excludable leased employees" if "leased employees" do not constitute more than 20% of the "recipient's" nonhighly compensated work force. For purposes of this Section, contributions or benefits provided to a "leased employee" by the "leasing organization" that are attributable to services performed for the "recipient" shall be treated as provided by the "recipient".

(q) A Participant's "**Employee Derived Benefit**" as of any date means the amount of retirement benefit that can be provided by the Participant's Accumulated Contributions, expressed as a monthly benefit commencing at Normal Retirement Date determined using purchase rate assumptions selected by the Employer in a uniform and non-discriminatory manner.

(r) The "**Employer**" means the City of Inkster, Wayne County, Michigan, a Municipal Corporation.

(s) A Participant's "**Employer Derived Benefit**" as of any date means the excess, if any, of his Accrued Benefit as of such date over his Employee Derived Benefit as of such date.

(t) An Employee's "**Employment Commencement Date**" means the date he first completes an Hour of Service or, in the case of an Employee who has incurred an Employment Severance Date, the first date following his Employment Severance Date on which he again completes an Hour of Service.

(u) An Employee's "**Employment Severance Date**" means the earliest of the date on which he retires, dies, or his active employment is otherwise terminated. An Employee's Employment Severance Date is deemed to have occurred on the last day on which he is actively at work for the Employer; provided, however, that the following special rules shall apply:

(1) A Participant's Employment Severance Date shall not occur if he is absent from work with the Employer on account of service with the armed forces of the United States, he is eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, and he returns to work with the Employer within the period during which he retains such reemployment rights, but, if he does not return to work within such period, his Employment Severance Date shall be the date his absence commenced.

(2) A Participant's Employment Severance Date shall not occur if he is on an approved leave of absence of no more than 2 years from which he returns promptly to employment with the Employer, but if he does not return to work within 2 years of the date his absence commenced, his Employment Severance Date shall be the date his absence commenced.

(3) A Participant's Employment Severance Date shall not occur if he is absent from work because of disability for which he is eligible for or receiving disability benefits under a non-governmental benefit program funded by his Employer, provided that if he ceases to be eligible for or to collect disability benefits under such program prior to his Normal Retirement Date, he returns promptly to work with an Employer.

Notwithstanding the foregoing, if a person retires, dies, or his employment as an Employee is otherwise terminated during a period in which he is absent from work with the Employer for any reason other than service with the armed forces of the United States, his Employment Severance Date shall be the date of such retirement, death, or other termination of employment.

(v) An "**Entry Date**" means the first day of each calendar month.

(w) A "**Former Employee**" means any Employee covered under the Plan whose Service ceased prior to July 1, 1974, but who is eligible to receive retirement benefit payments after such date.

(x) The "**Funding Agent**" means the person or persons which at the time shall be designated, qualified, and acting under the Funding Agreement and shall include (i) any trustee for a trust established pursuant to the Funding Agreement, (ii) any insurance company that issues an annuity or insurance contract pursuant to the Funding Agreement, or (iii) any person holding assets in a custodial account pursuant to the Funding Agreement. The Employer may designate a person or persons other than the Funding Agent to perform any responsibilities of the Funding Agent under the Plan, and the Funding Agent shall not be liable for the performance of such person in carrying out such responsibilities. The term Funding Agent shall include any delegate of the Funding Agent as may be provided in the Funding Agreement.

(y) The "**Funding Agreement**" means the agreement entered into between the Employer and the Funding Agent relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto and shall include any agreement establishing a trust, a custodial account, an annuity contract, or an insurance contract (other than a life, health or accident, property, casualty, or liability insurance contract) for the investment of assets; provided, however, that any custodial account or contract established hereunder meets the requirements of Code Section 401(f).

(z) An "**Hour of Service**" with respect to any Employee means an hour which is determined and credited as such in accordance with the provisions of Article II.

(aa) A Participant's "**Mandatory Employee Contributions**" mean the after-tax contributions required to be made by a Participant to accrue a benefit under the Plan.

(bb) Effective July 1, 1988, a Participant's "**Normal Retirement Date**" for purposes of benefit eligibility, means the earlier of:

(1) the later of (i) the date he attains age 62 or (ii) the date on which he completes 10 years of Credited Service; or

(2) the later of (i) the date on which he attains age 65 or (ii) the 5th anniversary of his "participation commencement date". An Employee's "participation commencement date" means the first day of the Plan Year in which he commences participation in the Plan.

A Participant's Normal Retirement Date for all other purposes means the first day of the month coinciding with or immediately following such date.

(cc) A "**Participant**" means any person who becomes eligible to participate in the Plan in accordance with the provisions of Article IV and who retains an Accrued Benefit under the Plan.

(dd) The "**Pension Fund**" means the fund or funds maintained under the Funding Agreement for purposes of accumulating contributions made by the Employer and paying benefits under the Plan.

(ee) The "**Plan**" means this City of Inkster, Wayne County, Michigan, a Municipal Corporation Retirement Income Plan, established effective July 1, 1956, as amended and restated by this instrument, with all amendments, modifications, and supplements hereafter made.

(ff) A "**Plan Year**" means the 12-consecutive-month period ending each June 30.

(gg) A Participant's "**Prior Benefit**" means that portion of his retirement benefit provided in accordance with Article V which was accrued as a Retirement Annuity under Group Annuity Contract Number GR-571 on account of Service prior to July 1, 1974.

With respect to a Participant who is a Former Employee, the term Prior Benefit means 100% of the Retirement Annuity cancelled in accordance with Group Annuity Contract Amendment Number GR-571-4 as of July 1, 1974 and listed in Table A.

As to each Participant other than a Former Employee, the term Prior Benefit as of any date on and after July 1, 1974 means the product of the yearly amount of Retirement Annuity so cancelled and the applicable percentage from the following schedule:

	Percentage
If the Participant's Service has not ceased prior to the Plan termination date	100%
If the Participant's Service ceases on or after July 1, 1974 but prior to the Plan termination date	The Participant's vested interest in his Accrued Benefit as shown in Section 7.1

(hh) A Participant's "**Required Beginning Date**" means the April 1 following the calendar year in which occurs the later of (i) the Participant's attainment of age 70 1/2 or (ii) the date the Participant retires.

(ii) A Participant's "**Service**" means his period of service for purposes of determining his eligibility for a benefit under the Plan, as computed in accordance with the provisions of Article III.

(jj) A Participant's "**Spouse**" means the person to whom the Participant is legally married in accordance with the laws of the State of Michigan, which require that a husband and wife must be persons of the opposite sex.

1.2 Construction

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II
HOURS OF SERVICE

2.1 Crediting of Hours of Service

An Employee shall be credited with an Hour of Service under the Plan for each hour for which he is paid, or entitled to payment, for the performance of duties for the Employer as an Employee.

ARTICLE III
SERVICE & CREDITED SERVICE

3.1 Service and Credited Service Prior to July 1, 2013

Each person who is an Employee on or after July 1, 2013, shall be credited with Service and Credited Service for purposes of the Plan for periods prior to such date equal to the Service and Credited Service with which he had been credited in accordance with the Plan provisions in effect immediately prior to such date.

3.2 Service and Credited Service On or After July 1, 2013

Each person who is an Employee on or after July 1, 2013, shall be credited with Service and Credited Service with respect to periods of employment on or after such date, for purposes of the Plan as follows:

(a) He shall be credited with Service for the period beginning on the later to occur of (i) July 1, 2013 or (ii) his Employment Commencement Date and ending on his Employment Severance Date. Service shall be computed in completed whole years and full months.

(b) He shall be credited with Credited Service for the period beginning on the later to occur of (i) July 1, 2013 or (ii) his Employment Commencement Date and ending on his Employment Severance Date. Credited Service shall be computed in completed whole years and full months.

(c) Notwithstanding the foregoing, no Credited Service shall be credited to an Employee for the following periods:

(1) periods before he became eligible to participate in the Plan as provided in Article IV.

(2) periods in which he was eligible but elected not to make Mandatory Employee Contributions to the Plan.

(3) periods for which he is on an approved leave of absence.

(4) periods that he is absent from work because of disability for which he is eligible for or receiving disability benefits under a non-governmental program funded by the Employer.

3.3 Transfers

Notwithstanding the foregoing, Service and Credited Service credited to a person shall be subject to the following:

(a) Any person who transfers or retransfers to employment with the Employer as an Employee directly from other employment (i) with the Employer in a capacity other than

as an Employee or (ii) with any other Affiliated Entity, shall be credited with Service and Credited Service beginning on his transfer date.

(b) Any person who transfers from employment with the Employer as an Employee directly to other employment (i) with the Employer in a capacity other than as an Employee or (ii) with any other Affiliated Entity, shall be deemed by such transfer not to lose his Service or Credited Service, and shall be deemed not to retire or otherwise terminate his employment as an Employee until such time as he is no longer in the employment of the Employer or any other Affiliated Entity, at which time he shall become entitled to benefits if he is otherwise eligible therefor under the provisions of the Plan; provided, however, that up to such time he shall not receive credit for Service or Credited Service under the Plan.

3.4 Retirement or Termination and Reemployment

If an Employee retires or otherwise terminates employment with the Employer and all Affiliated Entities, his eligibility for and the amount of any benefit to which he may be entitled under the Plan shall be determined based upon the Service and Credited Service with which he is credited at the time of such retirement or other termination of employment. If such retired or former Employee is reemployed by the Employer, the Service and Credited Service with which he was credited at the time of such prior retirement or other termination of employment shall not be aggregated with the Service and Credited Service with which he is credited following his reemployment and he shall be treated as a new Participant.

3.5 Finality of Determinations

All determinations with respect to the crediting of Service and Credited Service under the Plan shall be made on the basis of the records of the Employer, and all determinations so made shall be final and conclusive upon Employees, former Employees, and all other persons claiming a benefit interest under the Plan. Notwithstanding anything to the contrary contained in this Article, there shall be no duplication of Service and Credited Service.

ARTICLE IV
ELIGIBILITY FOR PARTICIPATION

4.1 Participation

Each Employee who was an Active Participant immediately prior to July 1, 2013, shall continue as an Active Participant hereunder. Each other person shall become an Active Participant as of the Entry Date coinciding with or immediately following the latest of (i) the date he becomes an Employee, (ii) the date he attains age 21, or (iii) the date he completes 1 year of Eligibility Service.

Notwithstanding the foregoing, no person shall become an Active Participant hereunder unless he elects to make Mandatory Employee Contributions to the Plan as provided in Section 4.2. An Employee who would otherwise have become an Active Participant hereunder as of an Entry Date but for his failure to make Mandatory Employee Contributions to the Plan shall become an Active Participant as of any subsequent Entry Date as of which he elects to make Mandatory Employee Contributions to the Plan.

4.2 Mandatory Employee Contributions

An Employee who has met the eligibility requirements described above may elect in writing in accordance with rules prescribed by the Administrator to make Mandatory Employee Contributions to the Plan. Such Employee's election shall be effective as of the Entry Date coinciding with or immediately following the date he satisfies the requirements of Section 4.1 if made not more than 31 days thereafter. Otherwise, his election shall be effective as of the Entry Date following the date he makes the election.

The amount of an Employee's Mandatory Employee Contributions shall be the following:

(a) for Employees of the Dispatcher's Union: 3% of the Employee's Earnings for the Plan Year; and

(b) for all other Employees: 5% of the Employee's Earnings for the Plan Year.

An eligible Employee's written election shall include his authorization for the Employer to withhold from his Earnings an amount equal to the amount of such Mandatory Employee Contributions and to contribute such amounts to the Plan.

Notwithstanding the foregoing, an Employee shall no longer be eligible to make Mandatory Employee Contributions to the Plan beginning on the earliest of (1) the Participant's Employment Severance Date, (2) the date the Participant ceases to be an Employee, (3) the Participant's Annuity Starting Date, or (4) the date the Participant ceases to accrue further Credited Service under the Plan.

4.3 Suspension of Mandatory Employee Contributions

A Participant's Mandatory Employee Contributions shall automatically be suspended for any period during which he is not eligible to accrue Credited Service under the Plan. Such Participant's Mandatory Employee Contributions shall automatically resume as of the date he is once more eligible to accrue Credited Service under the Plan, unless such Participant elects to suspend his Mandatory Employee Contributions as provided in the following paragraph.

An Active Participant who is making Mandatory Employee Contributions to the Plan or whose Mandatory Employee Contributions are scheduled to resume as provided in the preceding paragraph may elect to suspend such contributions at such time or times during the Plan Year as the Administrator may prescribe. A Participant whose Mandatory Employee Contributions are suspended in accordance with the provisions of this paragraph may elect to resume such contributions at such time or times during the Plan Year as the Administrator may prescribe by filing a new election with the Administrator such number of days prior to the date as of which Mandatory Employee Contributions are to be resumed as the Administrator shall prescribe; provided, however, that a Participant may not resume Mandatory Employee Contributions hereunder prior to the second anniversary of the date the suspension began.

A Participant whose Mandatory Employee Contributions are suspended pursuant to this Section shall not accrue a benefit hereunder for the period such suspension is in effect.

4.4 Crediting Eligibility Service

An Employee shall be credited with Eligibility Service for the period beginning on his Employment Commencement Date and ending on his Employment Severance Date. Eligibility Service shall be computed in whole years and full months.

4.5 Loss of Eligibility Service

An Employee's Eligibility Service shall be lost if he retires or if his employment with the Employer terminates for any other reason.

4.6 Termination of Participation

A Participant shall remain an Active Participant as long as he continues in employment as an Employee and he continues to make Mandatory Employee Contributions to the Plan. A person shall remain a Participant as long as he retains an Accrued Benefit under the Plan.

4.7 Participation Upon Reemployment

If a former Employee is reemployed as an Employee, he shall be treated as a new Employee and become an Active Participant in accordance with the provisions of Section 4.1.

4.8 Finality of Determinations

All determinations with respect to the eligibility of an Employee to become a Participant under the Plan shall be made on the basis of the records of the Employer, and all determinations so made shall be final and conclusive for all Plan purposes. Each Employee who becomes a Participant shall be entitled to the benefits, and be bound by all the terms, provisions, and conditions of the Plan and the Funding Agreement.

ARTICLE V
NORMAL RETIREMENT

5.1 Eligibility

Each Participant who retires from employment with the Employer and all Affiliated Entities on or after his Normal Retirement Date shall be eligible for a normal retirement benefit.

5.2 Amount

Effective January 1, 2000, an eligible Participant's monthly normal retirement benefit shall be equal to 1/12th of the amount determined under (a) or (b), as applicable:

(a) if the Participant is an Employee of the Dispatcher's Union, 2% of his Average Annual Earnings multiplied by the number of his years of Credited Service; or

(b) if the Participant is not an Employee of the Dispatcher's Union and he retires or otherwise terminates employment on or after January 1, 2000, 2.50% of his Average Annual Earnings multiplied by the number of his years of Credited Service.

In no event will a reduction in a Participant's Average Annual Earnings reduce the normal retirement benefit payable to him below the amount that would have been payable to him under the same form of payment had he retired prior to his Normal Retirement Date when eligible for an early retirement benefit.

5.3 Minimum Benefits

Notwithstanding any other provision of the Plan to the contrary, in no event will the monthly normal retirement benefit payable to a Participant be less than the greater of (a) or (b) below:

(a) his Employee Derived Benefit; or

(b) if the Participant retires on or after his Normal Retirement Date with at least 15 years of Credited Service, $250 per month.

5.4 Payment

A monthly normal retirement benefit shall be paid to an eligible Participant commencing as of the first day of the month following the later of the month in which he retires or the first day of the month for which he applies for the benefit to commence, but not later than his Required Beginning Date.

ARTICLE VI
EARLY RETIREMENT

6.1 Eligibility

Each Participant who retires from employment with his Employer and all Affiliated Companies

(a) at or after age 55, but prior to his Normal Retirement Date, and who has at least 25 years of Service or

(b) prior to his Normal Retirement Date and who has at least 30 years of Credited Service or

(c) on or after July 1, 2001, who has at least 25 years of Credited Service, and is not classified as either a communication assistant or a 22nd District Court union member

shall be eligible for an early retirement benefit.

6.2 Amount

An eligible Participant's monthly early retirement benefit shall be equal to his vested Accrued Benefit on the date of his early retirement. An eligible Participant may elect to receive a separate distribution of his Accumulated Contributions as provided in Section 7.6, in which case his early retirement benefit shall be adjusted as provided therein.

A Participant's vested interest in his Accrued Benefit shall be determined in accordance with the schedule provided in Section 7.1.

6.3 Payment

A monthly early retirement benefit shall be paid to an eligible Participant commencing as of the first day of the month following the later of the month in which he retires or the month in which he makes written application for the benefit, but not later than his Normal Retirement Date.

ARTICLE VII
VESTED RIGHTS

7.1 Vesting

A Participant's vested interest in his Employee Derived Benefit shall be at all times 100%.

A Participant's vested interest in his Employer Derived Benefit shall be determined in accordance with the following schedule, based upon the number of full years of Service credited to him.

Years of Service	Vested Interest
Less than 5	0%
5, but less than 6	50%
6, but less than 7	60%
7, but less than 8	70%
8, but less than 9	80%
9, but less than 10	90%
10 or more	100%

Notwithstanding the foregoing, a Participant's vested interest in his Employer Derived Benefit shall be 100% if he is employed by the Employer or an Affiliated Entity on his Normal Retirement Date, regardless of whether he has completed the number of years of Service required under the schedule for 100% vesting.

7.2 Eligibility for Deferred Vested Retirement Benefit

Each Participant who terminates employment with the Employer and all Affiliated Entities, who has a vested interest in his Employer Derived Benefit, and who is not eligible for any other retirement benefit under the Plan shall be eligible for a deferred vested retirement benefit.

If a Participant terminates employment before he has a vested interest in his Employer Derived Benefit, he shall be eligible to receive distribution of his Employee Derived Benefit commencing at the same time and in the same form as if he had been eligible for a deferred vested retirement benefit.

7.3 Amount of Deferred Vested Retirement Benefit

An eligible Participant's monthly deferred vested retirement benefit shall be equal to his vested Accrued Benefit on the date of his termination of employment; provided, however, that the

amount of such benefit shall be reduced by 1/2% for each full calendar month by which his Annuity Starting Date precedes his Normal Retirement Date.

7.4 Payment

A monthly deferred vested retirement benefit shall be paid to an eligible Participant commencing as of his Normal Retirement Date; provided, however, that a Participant may elect to begin benefit payments as of the first day of any month that is within the 10-year period preceding his Normal Retirement Date.

7.5 Immediate Distribution Option

Notwithstanding any other provision of the Plan to the contrary, immediate payment of the full Actuarially Equivalent present value of a Participant's Accrued Benefit may be made in a single sum in lieu of all future benefits upon such Participant's termination of employment.

7.6 Cash Distribution of Accumulated Contributions

A Participant who terminates employment for reasons other than death prior to becoming eligible for a normal retirement benefit under the Plan may elect to receive distribution of his Accumulated Contributions in a single sum payment at any time prior to the date payment of his retirement benefit begins. If a Participant elects to receive distribution of his Accumulated Contributions pursuant to this Section, his Accrued Benefit shall be forfeited.

7.7 Election to Withdraw from Plan

Effective July 1, 1996, an Inkster Housing Employee may elect to withdraw from the Plan and receive a refund of his Accumulated Contributions. For purposes of determining the value of a Participant's Accumulated Contributions hereunder, interest shall be credited to the date the election is made. Upon such election, such Inkster Housing Employee shall forfeit his Accrued Benefit under the Plan and shall not be eligible thereafter to receive any retirement benefits under the Plan.

ARTICLE VIII
DISABILITY RETIREMENT BENEFIT

8.1 No Disability Retirement Benefits Payable Under Plan

There shall be no disability retirement benefits payable under the Plan.

ARTICLE IX
FORMS OF PAYMENT

9.1 Normal Form of Payment

A Participant who is eligible to receive any retirement benefit under Section 5.1, 6.1, or 7.2 of the Plan or who is not eligible to receive a retirement benefit under the Plan, but who receives distribution of his Employee Derived Benefit as provided in Section 7.2, shall receive payment of such benefit in the form of a single life annuity. Such Participant shall receive a monthly retirement benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs.

Subject to the rules prescribed by the Administrator, a Participant may waive the normal form of payment applicable to him and elect to receive payment of his benefit in one of the optional forms of payment provided in Section 9.2.

9.2 Optional Forms of Payment

Within the election period prescribed by the Administrator, a Participant who is eligible to receive a normal, early, or deferred vested retirement benefit or who is not eligible to receive a retirement benefit under the Plan, but who receives distribution of his Employee Derived Benefit as provided in Section 7.6, may elect to receive payment of such benefit in accordance with any one of the following options.

If the Participant's Beneficiary under an optional form of payment dies prior to the Participant's Annuity Starting Date, the election shall become inoperative and ineffective, and benefit payments, if any, shall be made under the normal form of payment provided in Section 9.1, unless the Participant elects another optional form of payment prior to his Annuity Starting Date. Once a Participant's Annuity Starting Date occurs, however, the form of payment elected by the Participant will not change even if the Participant's Beneficiary predeceases him.

The monthly payments made under any optional form of payment hereunder shall be the Actuarial Equivalent of the monthly benefit otherwise payable to the Participant in the single life annuity form described in Section 9.1.

(a) **100% Joint and Survivor Annuity**. The Participant shall receive a reduced monthly retirement benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's Beneficiary survives him, then commencing with the month following the month in which the Participant's death occurs, his Beneficiary shall receive a monthly benefit for his or her remaining lifetime equal to the reduced amount payable during the Participant's lifetime, the last monthly payment being for the month in which the Beneficiary's death occurs.

(b) **66 2/3% Joint and Survivor Annuity**. The Participant shall receive a reduced monthly retirement benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's Beneficiary survives him, then commencing

with the month following the month in which the Participant's death occurs, his Beneficiary shall receive a monthly benefit for his or her remaining lifetime equal to 66 2/3rds% of the reduced amount payable during the Participant's lifetime, the last monthly payment being for the month in which the Beneficiary's death occurs.

(c) **50% Joint and Survivor Annuity**. The Participant shall receive a reduced monthly retirement benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's Beneficiary survives him, then commencing with the month following the month in which the Participant's death occurs, his Beneficiary shall receive a monthly benefit for his or her remaining lifetime equal to one-half of the reduced amount payable during the Participant's lifetime, the last monthly payment being for the month in which the Beneficiary's death occurs.

(d) **10-Year Certain and Life Annuity**. The Participant shall receive a reduced monthly retirement benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's death occurs prior to the end of the 10-year period commencing with his Annuity Starting Date, his Beneficiary shall receive a continued monthly benefit equal to such reduced amount for the remainder of such 10-year period. If the Participant's Beneficiary dies after becoming eligible to receive a benefit hereunder, but prior to the end of the 10-year period, the unpaid monthly benefit shall be paid to the Beneficiary designated by the Participant to receive payment in such event or, if none, in accordance with the provisions of Section 9.3.

Notwithstanding any other provision of the Plan to the contrary, distribution under an optional form of payment shall be made in accordance with Code Section 401(a)(9) and regulations issued thereunder, including the incidental death benefit requirement, as described in Article XVIII. If a Participant designates a person other than his Spouse as his Beneficiary under an optional form of payment, and if payments under the optional form elected would not meet the incidental death benefit requirement, the election shall be ineffective and benefit payments, if any, shall be made under the normal form of payment provided in Section 9.1, unless the Participant elects another optional form of payment provided under the Plan prior to his Annuity Starting Date.

9.3 Designation of Beneficiary and Beneficiary in Absence of Designated Beneficiary

A Participant's Beneficiary may be any individual or, in the case of a Beneficiary to receive payments for the remainder of a period-certain under the form of payment elected by the Participant, any individuals, trust, or estate, selected by the Participant.

If payment is to be made to a Participant's surviving Beneficiary for the remainder of a period-certain under the form of payment elected by the Participant and no Beneficiary survives or the Participant has not designated a Beneficiary, the Participant's Beneficiary shall be the Participant's surviving Spouse or, if none, the Participant's surviving children in equal shares or, if none, the Participant's estate.

9.4 Death Prior to Annuity Starting Date

Except as provided in Section 9.5, should a Participant die prior to his Annuity Starting Date neither he nor any person claiming under or through him shall be entitled to any retirement benefit under the Plan; and no benefit shall be paid under the Plan with respect to such Participant except any survivor benefit payable under the provisions of Article X.

9.5 Preservation of Election of Optional Form of Payment

If a Participant who continues employment after his Normal Retirement Date and dies before his Annuity Starting Date has elected an optional form of payment under Section 9.2 that provides for a survivor benefit, his election shall be given effect and payment shall be made to his Beneficiary in accordance with the provisions of Section 9.2.

9.6 Effect of Reemployment on Form of Payment

Notwithstanding any other provision of the Plan, if a former Employee is reemployed, his prior election of a form of payment hereunder shall become ineffective unless the Participant's Annuity Starting Date has occurred, in which case such election will continue to apply to benefits accrued both before and after reemployment.

ARTICLE X
SURVIVOR BENEFITS

10.1 Eligibility for Preretirement Spouse Benefit

If a Participant dies before his Annuity Starting Date, his surviving Spouse shall be eligible for a preretirement spouse benefit if all of the following requirements are met on the Participant's date of death:

(a) The Participant's cessation of Service has not occurred.

(b) The Participant has completed at least 10 years of Service.

(c) The Participant has not elected an optional form of payment that is given effect as provided in Section 9.5.

10.2 Amount of Preretirement Spouse Benefit

The monthly amount of the preretirement spouse benefit payable to a surviving Spouse shall be equal to 50% of the Participant's monthly Accrued Benefit determined as if the Participant had separated from service on his date of death.

10.3 Payment of Preretirement Spouse Benefit

Payment of the preretirement spouse benefit to a Participant's surviving Spouse shall commence as of the later of (1) the Participant's Normal Retirement Date or (2) the first day of the month next following the month in which the Participant dies. Payment of a preretirement spouse benefit shall continue to a Participant's surviving Spouse for such Spouse's lifetime, the last monthly payment being for the month in which the Spouse's death occurs.

10.4 Return of Accumulated Contributions

Upon a Participant's death, his death beneficiary may be eligible for a death benefit as provided herein.

(a) **Death Prior to Commencement of Benefit Payments**. If a Participant who has not previously received distribution of his Accumulated Contributions dies prior to his Annuity Starting Date and no benefit is payable to his Beneficiary under an optional form of payment that is preserved as provided in Section 9.5 and no preretirement spouse benefit is payable under the provisions of this Article, then the Participant's death beneficiary shall receive a death benefit, payable in a single sum, that is equal to the Participant's Accumulated Contributions determined as of the Participant's date of death.

(b) **Death After Commencement of Benefit Payments**. A Participant's death beneficiary may be eligible for a death benefit as provided below when either of the following requirements is met:

(1) the Participant dies prior to his Annuity Starting Date and either a benefit is payable to his Beneficiary under an optional form of payment that is given effect under the provisions of Section 9.5 or a preretirement spouse benefit is payable under the provisions of this Article and the Participant's Beneficiary or surviving Spouse thereunder also dies; or

(2) the Participant dies after his Annuity Starting Date and either the form of payment elected by the Participant under the provisions of Article IX does not provide for continued benefits in the event of the Participant's death or his Beneficiary also dies.

The Participant's death beneficiary shall receive a death benefit, payable in a single sum, that is equal to the excess, if any, of (i) the Participant's Accumulated Contributions, determined as of the date benefit payments commenced under the Plan, over (ii) the amount of all benefit payments made under the terms of the Plan either to the Participant and/or his Beneficiary under the provisions of Article IX or his surviving Spouse.

(c) **Designation of Death Beneficiary**. Each Participant may designate in writing any one or more persons as his death beneficiary to receive payment of the death benefit provided under this Section. Such designation shall be filed with the Administrator and shall be in such form as the Administrator shall require. A Participant at any time and from time to time, whether before or after his retirement or other termination of employment, may change the death beneficiary previously designated by him by filing with the Administrator a new designation in such form as it shall require.

If no death beneficiary shall have been designated by a Participant, or if all persons designated by him as death beneficiary shall die before becoming entitled to a death benefit hereunder, then such Participant's death beneficiary shall be his surviving Spouse or, if none, his surviving children in equal shares or, if none, his estate. A death beneficiary designation under this Section shall be separate from any Beneficiary designation under the provisions of Article IX.

ARTICLE XI
GENERAL PROVISIONS & LIMITATIONS REGARDING BENEFITS

11.1 Suspension of Benefits

If a Participant continues employment with the Employer after reaching his Normal Retirement Date or a retired or former Employee is reemployed by the Employer, any benefits payable to such Participant or retired or former Employee under the Plan shall be suspended during the period of such employment or reemployment, as applicable.

11.2 Non-Alienation of Retirement Rights or Benefits

No benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have the power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void. Notwithstanding the foregoing, retirement benefits hereunder may be reduced pursuant to a domestic relations order approved by the Administrator in accordance with procedures established by the Administrator.

11.3 Payment of Benefits to Others

If the Administrator finds that any individual to whom a benefit is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, any payment due may, in the discretion of the Administrator, be paid to such individual's court appointed guardian, to another person with a valid power of attorney, or to another person authorized under state law to receive the benefit. The monthly payment of a benefit to a person for the month in which he dies shall, if not paid to such person prior to his death, be paid to such person's spouse, parent, brother, sister, or estate, or in accordance with local or state law, as the Administrator shall determine. The Funding Agent shall make any such payments only upon receipt of written instructions to such effect from the Administrator. Any payment made in accordance with the provisions of this Section shall be a complete discharge of any liability of the Plan with respect to the benefit so paid.

If payment of a benefit is to be made to a minor Beneficiary, the Administrator may, in its discretion, pay the amount to a duly qualified guardian or other legal representative, to the authorized person or entity (e.g., custodian or guardian) under the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, or to a trust that has been established for the benefit of the minor. Any payment made in accordance with the provisions of this Section shall be a complete discharge of any liability of the Plan with respect to the benefit so paid.

11.4 Missing Payees and Unclaimed Benefits

With respect to a Participant or Beneficiary who has not claimed any benefit (the "missing payee") to which such missing payee is entitled, and with respect to any Participant or Beneficiary who has not satisfied the administrative requirements for benefit payment, the Administrator may elect, in its discretion, to do any of the following:

(a) segregate the benefit into an interest bearing account, in which event an annual maintenance fee as may be set from time to time in a policy established by the Employer may be assessed against the segregated account;

(b) subject to a policy established by the Administrator, distribute the benefit at any time in any manner which is sanctioned by the Internal Revenue Service and/or the Department of Labor, which may include (but not be limited to) (1) distributing the benefit in an automatic direct rollover to an individual retirement plan designated by the Administrator; such individual retirement plan, as defined in Code Section 7701(a)(37), may be either an individual retirement account within the meaning of Code Section 408(a) or an individual retirement annuity within the meaning of Code Section 408(b); or (2) distributing the benefit to the Pension Benefit Guarantee Corporation or any other authorized Federal Department or agency;

(c) distribute the benefit to any person or entity who is appointed under State (or Commonwealth) law to act as a duly authorized guardian, legal representative, conservator, or power of attorney; or

(d) treat the entire benefit as a forfeiture.

If a missing payee whose benefit has been forfeited is located, or if a payee whose benefit has been forfeited for failure to satisfy the administrative requirements for benefit payment subsequently satisfies such administrative requirements and claims his benefit, and if the Plan has not terminated (or if the Plan has terminated, all benefits have not yet been paid), then the benefit will be restored. The Administrator, on a case by case basis, may elect to restore the benefit by the use of earnings from non-segregated assets of the Pension Fund, by Employer contributions, or by any combination thereof. However, if any such payee has not been located (or satisfied the administrative requirements for benefit payment) by the time the Plan terminates and all benefits have been distributed from the Plan, then the forfeiture of any such unpaid benefit will not be restored.

11.5 Payment of Small Benefits

If the Actuarially Equivalent present value of any retirement benefit payable under Section 5.1, 6.1, or 7.2 or any survivor benefit is $3,500 or less, such Actuarially Equivalent present value shall be paid to the Participant, or his Beneficiary, if applicable, in a single sum payment, in lieu of all other benefits under the Plan, as soon as practicable following the date of the Participant's retirement, death, or other termination of employment and he shall cease to be a Participant under the Plan as of the date of such payment.

Notwithstanding any other provision of this Section, if the Actuarially Equivalent present value of any retirement benefit payable under the Plan to a Participant is greater than $1,000, such Actuarially Equivalent present value shall not be paid to the Participant in a single sum payment prior to the Participant's Normal Retirement Date, unless the Participant consents in writing to such distribution. The provisions of this paragraph shall not apply to a distribution to a Participant's surviving spouse or an alternate payee under a qualified domestic relations order.

11.6 Direct Rollovers

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving a single sum payment as provided in Section 7.5, 7.6, or 11.5, a "qualified distributee" may elect in writing, in accordance with rules prescribed by the Employer, to have any portion or all of such payment that is an "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the "qualified distributee"; provided, however, that this provision shall not apply if the total distribution is less than $200 and that a "qualified distributee" may not elect this provision with respect to any partial distribution that is less than $500. Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover.

The Administrator shall provide a "qualified distributee" with a notice describing his right to make a direct rollover of his "eligible rollover distribution." A "qualified distributee" shall have a period of at least 30 days after receiving such notice to determine whether or not to roll over his "eligible rollover distribution." A Participant may waive this 30-day period if:

(a) the Administrator clearly informs the Participant of his right to consider his form of payment election for a period of at least 30 days following his receipt of the explanation; and

(b) the Participant, after receiving the explanation, affirmatively elects an early Annuity Starting Date.

For purposes of this Section, the following terms have the following meanings:

(c) An "**eligible retirement plan**" with respect to a "qualified distributee" who is the Participant, his surviving Spouse, or his Spouse or former Spouse who is an alternate payee under a qualified domestic relations order means any of the following: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified trust described in Code Section 401(a) that accepts rollovers, (v) an annuity contract described in Code Section 403(b) that accepts rollovers, (vi) an eligible plan under Code Section 457(b) 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, or (vii) a Roth IRA, as described in Code Section 408A.

An "**eligible retirement plan**" with respect to any other "qualified distributee" means either an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) , including a Roth IRA, as described

in Code Section 408A (collectively an "IRA"). Such IRA must be treated as an IRA inherited from the deceased Participant by the "qualified distributee" and must be established in a manner that identifies it as such.

The portion of an "eligible rollover distribution" that is attributable to a Participant's Mandatory Employee Contributions may only be rolled over to one of the following: : (A) an IRA; (B) a qualified defined contribution plan described in Code Section 401(a) or 403(a); (C) a qualified defined benefit plan described in Code Section 401(a) or (D) an annuity contract described in Code Section 403(b), provided that a plan or annuity contract described in (B), (C), or (D) agrees to separately account for amounts so transferred, 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.

(d) An "**eligible rollover distribution**" means any distribution of all or any portion of a Participant's Accrued Benefit or a distribution of all or any portion of a survivor benefit under Article X; provided, however, that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the qualified distributee or the joint lives or joint life expectancies of the qualified distributee and the qualified distributee's designated beneficiary, or for a specified period of 10 years or more; and any distribution to the extent such distribution is required under Code Section 401(a)(9).

(e) A "**qualified distributee**" means a Participant, his surviving Spouse, or his Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

11.7 Limitations on Commencement

Notwithstanding any other provision of the Plan to the contrary, payment of a Participant's retirement benefit shall commence not later than the Participant's Required Beginning Date.

Distributions required to commence under this Section shall be made in accordance with Code Section 401(a)(9) and regulations issued thereunder, as described in Article XVIII. If payment of a Participant's retirement benefit does not commence until his Required Beginning Date, his Required Beginning Date shall be considered his Annuity Starting Date for all purposes of the Plan.

Subject to the requirements of Code Sections 401(a)(9), as described in Article XVIII, no benefit payments shall commence under the Plan until the Participant, or his Beneficiary, if applicable, makes written application therefor on a form satisfactory to the Administrator. If the amount of a monthly retirement benefit payable to a Participant cannot be determined for any reason (including lack of information as to whether the Participant is still living or his marital status) on the date payment of such benefit is to commence under this Section, payment shall be made retroactively to such date no later than 60 days after the date on which the amount of such monthly retirement benefit can be determined.

ARTICLE XII
MAXIMUM RETIREMENT BENEFITS

12.1 Definitions

For purposes of this Article XII, the following terms have the following meanings.

(a) An "**affiliated employer**" means any corporation or business, other than an Employer, which would be aggregated with an Employer for a relevant purpose under Code Section 414 as modified by Code Section 415(h).

(b) A Participant's "**aggregate annual retirement benefit**" means the sum of his "annual retirement benefit" under the Plan and his "annual retirement benefit", if any, under any and all other "defined benefit plans" (whether or not terminated) maintained by an Employer, any "affiliated employer", or a "predecessor employer" that are required to be aggregated with the Plan in accordance with the provisions of Treasury Regulations Section 1.415(f)-1.

(c) An "**annual addition**" with respect to a Participant for a "limitation year" means the sum of the following amounts made by the Participant or allocated to the Participant's account for the "limitation year":

(1) his Mandatory Employee Contributions to the Plan;

(2) all employer contributions allocated to the Participant's account under any qualified "defined contribution plan" maintained by an Employer or an "affiliated employer", including "elective contributions" and amounts attributable to forfeitures applied to reduce the employer's contribution obligation, but excluding "catch-up contributions;"

(3) all "employee contributions" allocated to the Participant's account under any qualified "defined contribution plan" maintained by an Employer or an "affiliated employer" or any qualified "defined benefit plan" maintained by an Employer or an "affiliated employer" if either separate accounts are maintained under the "defined benefit plan" with respect to such "employee contributions" or such contributions are mandatory employee contributions within the meaning of Code Section 411(c)(2)(c) (without regard to whether the plan is subject to the provisions of Code Section 411);

(4) all forfeitures allocated to the Participant's account under any qualified "defined contribution plan" maintained by the Employer or an "affiliated employer;"

(5) all amounts allocated to an individual medical benefit account, as described in Code Section 415(l)(2), established for the Participant as part of a pension or annuity plan maintained by the Employer or an "affiliated employer;"

(6) if the Participant is a key employee, as defined in Code Section 419A(d)(3), all amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, that are attributable to post-retirement medical benefits credited for the "limitation year" to the Participant's separate account under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer or an "affiliated employer;" and

(7) all allocations to the Participant under a simplified employee pension

For purposes of defining "annual addition", a "catch-up contribution" means any elective deferral, as defined in Code Section 414(v)(2)(C), that is treated as a catch-up contribution in accordance with the provisions of Code Section 414(v). Any repayment of contributions (including interest) made to a governmental plan (as defined under Code Section 414(d)) to reinstate an amount previously refunded upon forfeiture of service credit under such plan or under another governmental plan maintained by a State or local government employer within the same State shall not be treated as an "annual addition" hereunder.

(d) A Participant's "**annual retirement benefit**" means the amount of retirement benefit attributable to Employer contributions (including benefits attributable to contributions picked up by the Employer, as described in Code Section 414(h)(2), if any) which is payable to him annually under the Plan adjusted to the actuarially equivalent straight life annuity form using the factors prescribed in the following paragraphs if such benefit is to be paid in a manner other than to the Participant for his life only. A Participant's "annual retirement benefit" includes Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another "defined benefit plan", other than transfers of distributable benefits pursuant to Treasury Regulations Section 1.411(d)-4, Q&A-3(c), but shall not include the following: (A) benefits attributable to a Participant's "employee contributions;" (B) any repayment of contributions made by a Participant to the Plan with respect to an amount previously refunded upon the forfeiture of service credits under the Plan or another governmental plan maintained by a State or local governmental employer within the same State; or (C) benefits provided under a "qualified governmental excess benefit arrangement," as defined in Code Section 415(m)(3). If a Participant's retirement benefit under the Plan includes Mandatory Employee Contributions, it shall be adjusted to the actuarial equivalent of the retirement benefit attributable to the Employer's contributions using the factors prescribed in paragraph 12.1(c)(1) below.

For purposes of determining a Participant's "annual retirement benefit", the following shall apply:

(1) If the Participant's retirement benefit includes Mandatory Employee Contributions, the portion of the Participant's retirement benefit that is attributable to Employer contributions shall be the greater of (I) the annual amount of straight life annuity, if any, payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of payment or (II) the annual

amount of straight life annuity commencing at the same Annuity Starting Date that has the same actuarially equivalent present value as the Participant's form of payment computed using the "applicable mortality table" and an interest rate of 5%.

(2) If payment is to be made in a form other than to the Participant for his life only, and such form is not subject to the requirements of Code Section 417(e)(3), the actuarially equivalent straight life annuity shall be determined in accordance with paragraph (1) above.

(3) If payment is to be made to the Participant in a form that is subject to the requirements of Code Section 417(e)(3), the actuarially equivalent straight life annuity form shall be the annual amount of straight life annuity commencing on the same Annuity Starting Date that has the same actuarially equivalent present value as the Participant's form of payment determined using the following, whichever provides the greatest annual amount:

(A) the mortality table and interest rate otherwise used under the Plan for purposes of determining Actuarial Equivalence of such optional form;

(B) the "applicable mortality table" and an interest rate of 5.5%; or

(C) the "applicable mortality table" and the "417(e) interest rate" determined as of the second calendar month preceding the Plan Year in which the distribution is made, divided by 1.05. For purposes of this subparagraph (C), the "417(e) interest rate" means the adjusted first, second and third segment rates applied under Code Section 430(h)(2)(C), computed without regard to a 24 month average.

(4) A form of payment is not subject to the requirements of Code Section 417(e)(3) if the form of payment is either (A) a nondecreasing annuity (other than a straight life annuity) payable for a period not less than the life of the Participant (or in the case of a qualified preretirement survivor annuity (as defined in Code Section 417(c)), the life of the Participant's Spouse) or (B) an annuity that decreases during the life of the Participant merely because of (I) the death of the Participant's Beneficiary under a joint and survivor annuity, but only if the reduction is not below 50% of the benefit payable before the death of the Beneficiary or (II) cessation or reduction of Social Security supplements or qualified disability payments, as defined in Code Section 401(a)(11).

(5) No actuarial adjustment shall be made hereunder for (A) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity (as defined in Code Section 417(b)) to the extent such benefits would not be payable if the Participant's benefit were paid in another form, (B) benefits that are not directly related to retirement benefits (such as qualified disability benefits, preretirement incidental death benefits, and post-retirement medical benefits), or (C) the inclusion in the form of payment of an automatic benefit increase feature,

provided that (I) the form of payment is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article XII and (II) the Plan provides that the amount payable under the form of payment in any "limitation year" shall not exceed the limits of this Article XII applicable as of the Annuity Starting Date, increased in subsequent years pursuant to Code Section 415(d). For purposes of clause (C), an automatic benefit increase feature is included in a form of payment if the form of payment provides for automatic, periodic increases to benefits paid in that form.

(6) If a Participant has or will have distributions commencing at more than one Annuity Starting Date, the "annual retirement benefit" shall be determined as of each Annuity Starting Date (and shall satisfy the limitations of this Article XII as of each such date), actuarially adjusting for past and future distributions of benefits commencing as of other Annuity Starting Dates. For purposes of this paragraph (v), the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Treasury Regulations Section 1.401(a)-20, Q&A 10(d), but with regard to Treasury Regulations Sections 1.415(b)-1(b)(1)(iii)(B) and (C).

(e) The "**applicable mortality table**" means the applicable Code Section 417(e)(3) mortality table.

(f) "**Defined benefit plan**" and "**defined contribution plan**" have the meanings given such terms in Code Section 415(k).

(g) "**Defined benefit dollar limitation**" means $160,000, as adjusted , effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. A limitation adjusted under Code Section 415(d) will apply to "limitation years" ending with or within the calendar year for which the adjustment applies. A Participant's "annual retirement benefit" shall not be adjusted to reflect increases in the "defined benefit dollar limitation" effective for "limitation years" beginning after the "limitation year" in which his severance of employment occurs.

The "defined benefit dollar limitation" shall be adjusted as follows:

(1) If the Participant has fewer than 10 years of participation in the Plan, the "defined benefit dollar limitation" shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof, but not less than 1) of participation in the plan and (ii) the denominator of which is 10. For purposes of this paragraph (1), a Participant is credited with a "year of participation" (computed to fractional years) for each year (or fraction of a year) of Credited Service with which he is credited under the Plan, provided that (I) he is included as a Participant under the eligibility provisions of the Plan for at least one day of each such year (or fraction of a year) and (II) the Plan is established no later than the last day of such year (or fraction of a year).

The adjustment provided in this paragraph (g)(i) shall not apply to the following:

(A) benefits payable to a Participant or his Beneficiary as a pension, annuity, or similar allowance as a result of the recipient becoming disabled due to personal injury or illness

(B) benefits payable to a Participant's Beneficiary as a result of the death of the Participant

(2) If the benefit of a Participant begins prior to age 62, the "defined benefit dollar limitation" applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the Participant's Annuity Starting Date that is the following, as applicable:

(A) If the Plan does not provide an immediately commencing straight life annuity commencing at both age 62 and the Participant's age at his Annuity Starting Date, the actuarial equivalent of the "defined benefit dollar limitation" (adjusted under (i) above, if required) determined using the "applicable mortality table" (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and an interest rate of 5%.

(B) If the Plan does provide an immediately commencing straight life annuity commencing at both age 62 and the Participant's age at his Annuity Starting Date, the lesser of: (a) the amount determined under (I) above or (b) the "defined benefit dollar limitation" (adjusted under 12.1(g)(1) above, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article XII.

Any decrease in the "defined benefit dollar limitation" determined in accordance with paragraph 12.1(g)(2)(A) above shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. For this purpose, no forfeiture is treated as occuring upon the Participant's death if the Plan does not charge Participants for providing qualified preretirement survivor annuity coverage.

The adjustment provided in this paragraph 12.1(g)(2) shall not apply to the following:

(C) benefits payable to a Participant or his Beneficiary as a pension, annuity, or similar allowance as a result of the recipient becoming disabled due to personal injury or illness

(D) benefits payable to a Participant's Beneficiary as a result of the death of the Participant

(3) If the benefit of a Participant begins after the Participant attains age 65, the "defined benefit dollar limitation" applicable to the Participant at the later age is an annual benefit payable in the form of a straight life annuity beginning at the Annuity Starting Date that is the following, as applicable:

(A) If the plan does not provide an immediately commencing straight life annuity commencing at both age 65 and the Participant's age at his Annuity Starting Date, the actuarial equivalent of the "defined benefit dollar limitation" (adjusted under 12.1(g)(1) above, if required) determined using the "applicable mortality table" (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and an interest rate of 5%.

(B) If the plan does provide an immediately commencing straight life annuity commencing at both age 65 and the Participant's age at his Annuity Starting Date, the lesser of: (a) the amount determined under Section 12.1(g)(3)(A) above or (b) the "defined benefit dollar limitation" (adjusted under 12.1(g)(1) above, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article XII. The adjusted immediately commencing straight life annuity at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant computed disregarding accruals after age 65, but including actuarial adjustments even if those adjustments are used to offset accruals and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable to a hypothetical Participant who is age 65 and has the same Accrued Benefit as the Participant.

Any adjustment to the "defined benefit dollar limitation" determined in accordance with paragraph 12.1(g)(3)(A) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. For this purpose, no forfeiture is treated as occuring upon the Participant's death if the Plan does not charge Participants for providing qualified preretirement survivor annuity coverage.

(h) An "**elective contribution**" means any employer contribution made to a plan maintained by an Employer or an "affiliated employer" on behalf of a Participant in lieu of cash compensation pursuant to his written election to defer under any qualified CODA as described in Code Section 401(k), any simplified employee pension cash or deferred

arrangement as described in Code Section 402(h)(1)(B), or any plan as described in Code Section 501(c)(18), and any contribution made on behalf of the Participant by an Employer or an "affiliated employer" for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement.

(i) An "**employee contribution**" means any employee after-tax contribution contributed by a Participant under any qualified plan of an Employer or an "affiliated employer", including mandatory employee contributions, as defined in Code Section 411(c)(2)(C).

(j) A Participant's "**415 compensation**" with respect to a calendar year means his wages, salaries, fees for professional service, and all other amounts received for personal services actually rendered in the course of employment with an Employer or an "affiliated employer" paid to him for such period, but excluding (i) contributions (other than elective contributions described in Code Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made on behalf of the Participant by an Employer or an "affiliated employer" to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p)), whether or not qualified, to the extent that, before application of the limitations of Code Section 415 to such plan, the contributions are not includable in the gross income of the Participant for the taxable year in which contributed, (ii) any distributions from a plan of deferred compensation, whether or not qualified, (except amounts received pursuant to an unfunded non-qualified plan in the year such amounts are includable in the gross income of the Participant), (iii) amounts realized from the exercise of a non-qualified option or when restricted stock or other property held by the Participant either becomes freely transferable or is no longer subject to substantial risk of forfeiture, (iv) amounts received from the sale, exchange or other disposition of stock acquired under a qualified stock option, (v) any other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the Participant and are not salary reduction amounts that are described in Code Section 125), and (vi) other items that are similar to the items listed in (i) through (v) above.

"415 compensation" includes (i) any elective deferral, as defined in Code Section 402(g)(3) and (ii) any amount contributed or deferred by the Employer at the Participant's election which is not includable in the Participant's gross income by reason of Code Section 125, 132(f)(4), or 457.

If a Participant has a severance of employment (as defined in Treasury Regulations Section 1.415(a)-1(f)(5)) with the Employer and all "affiliated employers", "415 compensation" does not include amounts received by the Participant following such severance of employment except amounts paid before the later of (a) the close of the "limitation year" in which the Participant's employment terminates or (b) within 2 ½ months of such severance if such amounts would otherwise have been paid to the Participant in the course of his employment and are regular compensation for services 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.

For purposes of this subsection, a Participant will not be considered to have incurred a severance of employment if his new employer continues to maintain the plan with respect to such Participant.

In no event, however, shall the compensation of a Participant taken into account under the Plan for any calendar year exceed the Code Section 401(a)(17) limit in effect for such calendar year ($255,000 for the 2013 calendar year). The limit described in this paragraph shall be applied annually to "415 compensation" earned in such calendar year and "415 compensation" for a calendar year shall not increase as a result of an increase in the Code Section 401(a)(17) limit applicable to a future calendar year.

To be included in a Participant's "415 compensation" for a particular calendar year, an amount must have been received by the Participant (or would have been received, but for the Participant's election under Code Section 125, 132(f)(4), 401(k), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i), or 457) within such calendar year.

(k) The "**limitation year**" means the calendar year.

(l) A "**predecessor employer**" means (1) any former employer with respect to which an Employer or "affiliated employer" maintains a plan that provides benefits that the Participant accrued while performing services for such other employer or (2) a former entity that antedates an Employer or an "affiliated employer" if under the facts and circumstances the Employer or "affiliated employer" constitutes a continuation of all or a part of the trade or business of the former entity.

12.2 Maximum Limitation on Annual Benefits

The "aggregate annual retirement benefit" payable to a Participant may not at any time within any "limitation year" exceed the "defined benefit dollar limitation"; provided, however, that the "aggregate annual retirement benefit" accrued or payable to a Participant shall be deemed not to exceed such limits if both of the following requirements are met:

(a) The Employer, all "affiliated employers", and any "predecessor employer" have not at any time maintained a separate "defined contribution plan" in which the Participant participated; and

(b) The "aggregate annual retirement benefit" payable for a "limitation year" under any available form of payment does not exceed $10,000; provided that if the Participant has fewer than 10 years of service, as defined below, such dollar amount shall be adjusted by multiplying it by a fraction, the numerator of which is the Participant's number of years of service (or part thereof, but not less than 1) and the denominator of which is 10. The adjustment to the dollar amount provided under this paragraph (b) shall not apply to the following:

(1) benefits payable to a Participant or his Beneficiary as a pension, annuity, or similar allowance as a result of the recipient becoming disabled due to personal injury or illness

(2) benefits payable to a Participant's Beneficiary as a result of the death of the Participant

For purposes of paragraph (b) above, a Participant is credited with a "year of service" (computed to fractional years) equal to the years of Credited Service with which he would have credited under the Plan, taking into account service with the Employer, any "affiliated employer", or a "predecessor employer."

If a Participant makes one or more contributions to the Plan for purposes of purchasing "permissive service credits," as defined in Code Section 415(n)(3), the requirements of Code Section 415 shall be satisfied if either:

(c) the requirements of this Section 12.2 are satisfied including the accrued benefit derived from such contributions in the Participant's "aggregate annual retirement benefit;" or

(d) the requirements of Code Section 415(c) are met for the "limitation year" in which the contributions are made, aggregating such contributions with other "annual additions," as defined in Code Section 415(c)(2) and regulations issued thereunder, made to plans maintained by the Employer and "affiliated employers."

12.3 Grandfather Prior Benefits

Notwithstanding any other provision of this Article XII to the contrary, in no event will application of the limits contained in this Article XII reduce the "aggregate annual retirement benefit" payable to a Participant below the "aggregate annual retirement benefit" payable to the Participant as of the end of the last "limitation year" beginning before July 1, 2007 under the provisions of the Plan adopted and in effect before April 5, 2007, provided that such provisions satisfied the requirements of Code Section 415 and the regulations and published guidance issued thereunder in effect as of the end of the last "limitation year" beginning before July 1, 2007, as provided in Treasury Regulations Section 1.415(a)-1(g)(4).

12.4 Maximum Limitation on Mandatory Employee Contributions

Notwithstanding any other provision of the Plan to the contrary, the "annual addition" with respect to a Participant for a "limitation year" shall in no event exceed the lesser of (i) the dollar limitation in effect for the "limitation year" under Code Section 415(c)(1)(A), adjusted as provided in Code Section 415(d) (e.g., $51,000 for the 2013 "limitation year") or (ii) 100% of the Participant's "415 compensation" for the "limitation year"; provided, however, that the limit in clause (i) shall be pro-rated for any short "limitation year". The limit in clause (ii) shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after severance of employment which is otherwise treated as an "annual addition" under Code Section 419A(d)(2) or 415(l)(1).

12.5 Manner of Reduction

If a Participant's "annual retirement benefit" that would otherwise be payable for a "limitation year" would otherwise exceed the limitations specified in this Article XII, his "annual retirement benefit" that would otherwise be payable for such "limitation year" shall be reduced to the extent necessary. If a Participant is also covered by another "defined benefit plan" required to be aggregated with the Plan under Treasury Regulations Section 1.415(f)-1 and his "aggregate annual retirement benefit" payable for a "limitation year" would exceed the limitations of this Article XII, his "annual retirement benefit" payable for such "limitation year" shall be reduced by an amount equal to the amount by which his "aggregate annual retirement benefit" payable for such "limitation year" would exceed the limitations of this Article XII multiplied by a fraction, the numerator of which is his "annual retirement benefit" (determined without regard to this Article XII) and the denominator of which is his "aggregate annual retirement benefit" (determined without regard to the limitations of this Article XII or any corresponding limitation in any other "defined benefit plan" maintained by an Employer, any "affiliated employer," or any predecessor employer").

If the "annual addition" to the Plan of a Participant in any "limitation year" would otherwise exceed the amount that may be applied for his benefit under the limitation contained in Section 12.4, the limitation shall be satisfied by reducing the Participant's Mandatory Employee Contributions to be made to the Plan to the extent necessary. If a Participant is covered by any other qualified "defined contribution plan" (whether or not terminated) maintained by an Employer or an "affiliated employer" concurrently with the Plan, and if the "annual addition" for the "limitation year" would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in Section 12.4, such excess shall be reduced first by reducing the "employee contributions" to be made by the Participant for the "limitation year" under all "defined contribution plans", to the extent necessary in the order prescribed by the Administrator. If the limitation contained in Section 12.4 still is not satisfied after reducing all of the "employee contributions" to be made by the Participant under all such other plans, the excess shall be reduced by reducing, the "elective contributions" to be made on the Participant's behalf for the "limitation year" under all such other plans, to the extent necessary, in the order prescribed by the Administrator. If the limitation contained in Section 12.4 still is not satisfied after reducing all of the "elective contributions" to be made on the Participant's behalf under all such other plans, the portion of the employer contributions and forfeitures for the "limitation year" under all such other plans that are to be allocated to the Participant thereunder shall be reduced to the extent necessary, in the order prescribed by the Administrator, but first under any "defined contribution plan" that is not a money purchase pension plan and, if the limitation still is not satisfied, then under such money purchase pension plan. If the limitation contained in Section 12.4 still is not satisfied after all employer contributions and forfeitures to be allocated under all such "defined contributions plans" are reduced for the "limitation year", the limitation shall be satisfied by reducing contributions to be made under the Plan as provided in this Section.

If the limitations contained in this Article XII are nevertheless exceeded with respect to a Participant for any "limitation year," correction shall be made in accordance with the Employee Plans Compliance Resolution System, as set forth in Revenue Procedure 2006-27, or any superseding guidance.

ARTICLE XIII
PENSION FUND

13.1 Pension Fund

The Pension Fund is maintained by the Funding Agent for the Plan under a Funding Agreement with the Employer. Benefits under the Plan shall be only such as can be provided by the assets of the Pension Fund, and no liability for payment of benefits shall be imposed upon the Employer or any Affiliated Entity, or any of their officers, employees, directors, or stockholders.

13.2 Contributions by the Employer

So long as the Plan continues, contributions will be made by the Employer at such times and in such amounts as the Employer in its sole discretion shall from time to time determine, based on the advice of the Actuary and consistent with the funding policy for the Plan. Subject to the provisions of Section 13.5, all such contributions shall be delivered to the Funding Agent for deposit in the Pension Fund.

13.3 Expenses of the Plan

The expenses of administration of the Plan, including the expenses of the Administrator and fees of the Funding Agent and any investment advisor, shall be paid from the Pension Fund, unless the Employer elects to make payment.

13.4 No Reversion

The Pension Fund shall be for the exclusive benefit of Participants and persons claiming under or through them. All contributions pursuant to Section 13.2 hereof shall be based on the facts then understood by the Employer. All such contributions shall be irrevocable and such contributions as well as the Pension Fund, or any portion of the principal or income thereof, shall never revert to or inure to the benefit of the Employer or any Affiliated Entity except that:

(a) the residual amounts specified in Article XVI may be returned to the Employer; and

(b) any contributions which are made under a mistake of fact (reduced by any losses attributable thereto) may be returned to the Employer within 1 year after the contributions were made.

The Employer shall determine, in its sole discretion, whether the contributions described above, other than the residual amounts described in paragraph (a), shall be returned to the Employer. If any such contributions are to be returned, the Employer shall so direct the Funding Agent, in writing, no later than 10 days prior to the last day upon which they may be returned.

13.5 Forfeitures Not to Increase Benefits

Any forfeitures arising from the termination of employment or death of an Employee, or for any other reason, shall be used to reduce Employer contributions to the Pension Fund, and shall not

be applied to increase the benefits any Participant otherwise would receive under the Plan at any time prior to the termination of the Plan.

13.6 Change of Funding Medium

The Employer shall have the right to change at any time the means through which benefits under the Plan shall be provided. No such change shall constitute a termination of the Plan or result in the diversion to the Employer of any funds previously contributed in accordance with the Plan.

ARTICLE XIV
ADMINISTRATION

14.1 Authority of the Employer

The Employer, which shall be the plan administrator for purposes of the Code, shall have all the powers and authority expressly conferred upon it herein and further shall have the sole discretionary right, authority, and power to interpret and construe the Plan, and to determine any disputes arising thereunder. In exercising such powers and authority, the Employer at all times shall exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Employer may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist it in carrying out its duties hereunder. The Employer may designate a person or persons to carry out any of its powers, authority, or responsibilities for the operation and administration of the Plan, except that no designation by the Employer with respect to any of such powers, authority, or responsibilities to such other person shall become effective unless such allocation or designation shall first be accepted by such other person in a writing signed by it and delivered to the Employer.

14.2 Discretionary Authority

In carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan, and resolving disputes, the Sponsor (or any individual to whom authority has been delegated in accordance with Section 14.1) shall have absolute discretionary authority.

Any interpretation of Plan provisions and any findings of fact, including eligibility to participate and eligibility for benefits, made by the Sponsor (or any named fiduciary to whom the Sponsor has allocated authority to make such interpretations and findings of fact) are final and will not be subject to "de novo" review unless shown to be arbitrary and capricious.

14.3 Action of the Employer

Any act authorized, permitted, or required to be taken by the Employer under the Plan, which has not been delegated in accordance with Section 14.1, may be taken by a majority of the members of the board of trustees of the Employer, either by vote at a meeting, or in writing without a meeting or by the employee or employees of the Employer designated by the board to carry out such acts on behalf of the Employer. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Employer under the Plan shall be in writing and signed by either (i) a majority of the members of the board of trustees of the Employer, or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees of the Employer who have the authority to act on behalf of the Employer.

14.4 Claims Review Procedure

The Employer may establish a claims review procedure to apply whenever a claim for benefits under the Plan is filed by any person (referred to in this Section as the "claimant") and is denied, in whole or in part. The claims review procedure established by the Employer shall also control whenever a claimant seeks a remedy under any provision of ERISA or other applicable law in connection with any error regarding his benefit under the Plan and such claim is denied, in whole or in part. The claims review procedures established by the Employer shall not control to the extent the provisions of any applicable collective bargaining agreement provide another method of resolving such claims under the Plan.

14.5 Exhaustion of Remedies

No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has:

(a) submitted a timely claim for benefits in accordance with the provisions of the Plan;

(b) been notified by the Administrator that the claim has been denied (or such claim is deemed denied);

(c) filed a written request for a review of the claim in accordance with the claims procedures established by the Employer or effective under any applicable collective bargaining agreement, as applicable; and

(d) been notified in writing of an adverse benefit determination on review.

14.6 Grounds for Judicial Review

Any civil action by an aggrieved person shall be based solely on the contentions advanced by the aggrieved person in the administrative review process and the judicial review will be limited to the Plan document and the record developed during the administrative review process.

14.7 Domestic Relations Order Approval Procedures

The Administrator shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which it approves.

14.8 Indemnification

In addition to whatever rights of indemnification the members of the board of trustees of the Employer or any employee or employees to whom any power, authority, or responsibility is delegated pursuant to Section 14.1, may be entitled under the organizational authority, regulations, or bylaws of the Employer, under any provision of law, or under any other agreement, the Employer shall satisfy any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in

settlement (other than amounts paid in settlement not approved by the Employer), in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercise or failure to exercise by such person or persons of any of the powers, authority, responsibilities, or discretion as provided under the Plan and the Funding Agreement, or reasonably believed by such person or persons to be provided thereunder, and any action taken by such person or persons in connection therewith, unless the same is judicially determined to be the result of such person's or persons' gross negligence or willful misconduct.

14.9 Actions Binding

Subject to the provisions of Section 14.4, any action taken by the Employer which is authorized, permitted, or required under the Plan shall be final and binding upon the Employer, the Funding Agent, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Employer or the Funding Agent.

ARTICLE XV
ADOPTION BY OTHER ENTITIES

15.1 No Adoption by Other Entities

No other entity may become an Employer hereunder.

ARTICLE XVI
AMENDMENT & TERMINATION OF PLAN

16.1 Employer's Right of Amendment

The Employer reserves the right at any time and from time to time, by means of a written instrument executed in the name of the Employer by its duly authorized representatives, to amend or modify the Plan and, to the extent provided therein, to amend or modify the Funding Agreement. To the extent protected by applicable law, no pension or other benefit granted prior to the time of any amendment or modification of the Plan shall be reduced, suspended, or discontinued as a result thereof, except to the extent necessary to enable the Plan to meet the requirements for qualification under the Code or the requirements of any governmental authority. Moreover, no such action shall operate to recapture for the Employer any contributions made to the Pension Fund, except as provided in Section 13.4 or Section 16.7.

16.2 Termination of the Plan

The Employer reserves the right, by means of a written instrument executed in the name of the Employer by its duly authorized representatives, at any time to terminate the Plan. In the event of termination, no further benefits shall accrue, no further contributions shall be made and all assets remaining in the Pension Fund, after provision has been made for payment of the expenses of administration and liquidation in connection with the termination, shall be allocated by the Funding Agent upon the advice of the Actuary, among the Participants and Beneficiaries of the Plan, in the following manner and order of precedence:

(a) First there shall be allocated an amount necessary to provide each Participant's Employee Derived Benefit.

(b) Second, there shall be allocated an amount necessary to purchase retirement benefits for those Participants whose Annuity Starting Dates occurred prior to the Plan termination date.

(c) Third, there shall be allocated an amount necessary to purchase retirement benefits for those Participants who have reached Normal Retirement Date, but have not yet retired.

(d) Fourth, there shall be allocated an amount necessary to purchase retirement benefits for those Participants with 40 or more years of Service.

(e) Fifth, there shall be allocated an amount necessary to purchase retirement benefits for those Participants with at least 30, but fewer than 40 years of Service.

(f) Sixth, there shall be allocated an amount necessary to purchase retirement benefits for those Participants with at least 20, but fewer than 30 years of Service.

(g) Seventh, there shall be allocated an amount necessary to purchase retirement benefits for those Participants with at least 10, but fewer than 20 years of Service.

(h) Last, there shall be allocated an amount necessary to purchase retirement benefits for those Participants with fewer than 10 years of Service.

The amount necessary to provide the retirement benefits specified in each of the above categories shall be determined in accordance with annuity purchase rate assumptions selected by the Employer in accordance with such government regulations as may apply.

In lieu of the allocation formula specified above, the Employer may specify in writing that an alternative formula be used.

16.3 Adjustment of Allocation

Amounts allocated on a Participant's behalf under any category above shall be appropriately adjusted if:

(a) An amount has been allocated on the Participant's behalf under a prior category; and/or

(b) All or a portion of the Participant's retirement benefit has been guaranteed under an insurance company contract prior to the Plan termination date.

16.4 Assets Insufficient for Allocation

If the assets available for allocation under any paragraph of Section 16.2 are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the date of termination of the Plan) of their respective benefits described in that paragraph.

If a Participant elects a refund of his Accumulated Contributions after his termination of employment, there will remain to his credit the amount of the Employer purchased portion of his Prior Benefit coverage plus any additional retirement income provided by the allocation described in the preceding paragraph.

16.5 Residual Assets

Subject to the provisions of Section 16.7 and of any applicable collective bargaining agreement, any residual assets of the Plan shall be distributable to the Employer if:

(a) all liabilities of the Plan to Participants and their beneficiaries have been satisfied; and

(b) the distribution does not contravene any provision of law.

16.6 Payments by the Funding Agent

The Funding Agent shall make the payments specified in a written direction of the Employer in accordance with the provisions of Section 16.2 until the same shall be superseded by a further written direction. The obligation of the Funding Agent to make any payment hereunder in all events shall be limited to the amount of the Pension Fund at the time any such payment shall become due.

16.7 Residual Assets Distributable to the Employer

Upon written notice from the Employer that any residual assets of the Plan are distributable to the Employer in accordance with the provisions of Section 16.5, then the Funding Agent shall pay over such residual assets, or an amount equal to the fair market value of that portion of such residual assets which are not so paid, to the Employer; provided, however, that, under no circumstances or conditions other than as set forth in this Section and in Section 13.4, shall any contribution of the Employer, or any portion of the proceeds or avails thereof, ever revert, be paid, or inure to the benefit, directly or indirectly, of the Employer or any Affiliated Entity; nor shall any portion of the principal or the income from the Pension Fund ever be used for or diverted to any purpose other than for the exclusive benefit of Participants and persons claiming under or through them pursuant to the Plan.

ARTICLE XVII
MISCELLANEOUS

17.1 No Commitment as to Employment

Nothing contained herein shall be construed as a commitment or agreement on the part of any person to continue his employment with the Employer, or as a commitment on the part of the Employer to continue the employment, compensation, or benefits of any person for any period, and all employees of the Employer shall remain subject to discharge, layoff, or disciplinary action to the same extent as if the Plan had never been put into effect.

17.2 Claims of Other Persons

Nothing in the Plan or Funding Agreement shall be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right as against the Employer, its officers, employees, or directors, or as against the Funding Agent, except such rights as are specifically provided for in the Plan or Funding Agreement or hereafter created in accordance with the terms and provisions of the Plan.

17.3 Governing Law

Except as provided under Federal law, the provisions of the Plan shall be governed by and construed in accordance with the laws of the State of Michigan.

17.4 Nonforfeitability of Benefits Upon Termination or Partial Termination

Notwithstanding any other provision of the Plan, in the event of the termination or a partial termination of the Plan, including the complete discontinuation of contributions to the Plan, the rights of all Employees who are affected by such termination to benefits accrued to the date of such termination, to the extent funded as of such date, shall be nonforfeitable.

17.5 Funding Agreement

The Funding Agreement and the Pension Fund maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Funding Agreement are hereby incorporated by reference into the Plan.

17.6 Benefit Offsets for Overpayments

If a Participant or Beneficiary receives benefits hereunder for any period in excess of the amount of benefits to which he was entitled under the terms of the Plan as in effect for such period, such overpayment shall be offset against current or future benefit payments, as applicable, until such time as the overpayment is entirely recouped by the Plan.

17.7 Special Rules Applicable to Participants Absent Due to Military Service

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u).

If a Participant who is absent from employment as an Employee because of military service dies, while performing qualified military service (as defined in Code Section 414(u)), the Participant shall be treated as having returned to employment as an Employee on the day immediately preceding his death for purposes of determining the Participant's vested interest in his Accrued Benefit and his Beneficiary's eligibility for a survivor benefit under the Plan. Notwithstanding the foregoing, such a Participant shall not be entitled to additional accruals with respect to his period of military leave.

ARTICLE XVIII
CODE SECTION 401(A)(9) COMPLIANCE

18.1 Definitions

For purposes of this Article the following terms have the following meanings.

(a) **Actuarial gain**" means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

(b) A Participant's "**designated beneficiary**" means the individual who is designated as the Participant's Beneficiary under the Plan and is the designated beneficiary under Code Section 401(a)(9) and Treasury Regulations Section 1.401(a)(9)-4.

(c) A "**distribution calendar year**" means 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 Section 18.6 or 18.19, as applicable.

(d) A Participant's or Beneficiary's "**life expectancy**" means his life expectancy as computed by use of the Single Life Table in Treasury Regulations Section 1.401(a)(9)-9, Q&A 1.

18.2 Applicability

This Article is included solely to comply with final and temporary regulations issued under Code Section 401(a)(9). The provisions of this Article are intended to comply with the required commencement and minimum distribution rules applicable under the Code. Nothing hereunder is intended to postpone payments required under the terms of the Plan other than this Article or to create a form of payment or death benefit that is not otherwise provided under the terms of the Plan other than this Article.

18.3 Precedence

Except as otherwise provided above, the requirements of this Article will take precedence over any inconsistent provisions of the Plan; provided, however, that nothing in this Article shall operate to create a form of payment or death benefit not otherwise provided under the terms of the Plan other than this Article.

18.4 Requirements of Treasury Regulations Incorporated

All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9), including the incidental death benefit requirements of Code Section 401(a)(9)(G).

18.5 Commencement as of Required Beginning Date

A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

18.6 Death of Participant Before Distributions Begin

If a Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Participant's surviving Spouse is the Participant's sole "designated beneficiary", then, except as provided in Section 18.18, 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 70 1/2, if later.

(b) If the Participant's surviving Spouse is not the Participant's sole "designated beneficiary", then, except as provided in Section 18.18, distributions to the "designated beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no "designated beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) 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 Section 18.6, other than Section 18.6(a), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 18.6 and Sections 18.13 through 18.15, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 18.1(d) applies, the date distributions are required to begin to the surviving Spouse under Section 18.6(a)). If annuity payments irrevocably commence to a Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 18.6(a)), the date distributions are considered to begin is the date distributions actually commence.

18.7 Form of Distribution

Unless a Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first "distribution calendar year", distributions will be made in accordance with Sections 18.8 through 18.16. If a Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations.

18.8 General Annuity Requirements

If a Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(a) the annuity distributions will be paid in periodic payments made at intervals not longer than 1 year;

(b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 18.11 and 18.12 or Section 18.13, 18.14, or 18.15;

(c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(d) payments will either be nonincreasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the percentage increase in an eligible cost-of-living index (as described in paragraphs (b)(2), (3), or (4) of Treasury Regulations Section 1.401(a)(9)-6, Q&A-14) for a 12-month period ending in the year during which the increase occurs or a prior year;

(2) by a percentage increase that occurs at specified times and does not exceed the cumulative total annual percentage increases in an eligible cost-of-living index (as described in paragraphs (b)(2), (3), or (4) of Treasury Regulations Section 1.401(a)(9)-6, Q&A-14) since the Annuity Starting Date or, if later, the date of the most recent percentage increase; provided that if a Participant's benefit is increased as provided herein, his benefit shall not be actuarially increased to reflect that increases were not provided in the interim years;

(3) by a constant percentage of less than 5% per year, applied not less frequently than annually;

(4) as a result of dividend or other payments that result from "actuarial gains", provided that:

(A) the "actuarial gain" is measured not less frequently than annually;

(B) the resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity, beginning no later than the year following the year for which the actuarial experience is measured;

(C) the "actuarial gain" taken into account is limited to "actuarial gain" from investment experience;

(D) the assumed interest rate used to calculate such "actuarial gain" is not less than 3%; and

(E) the annuity payments are not increased by a constant percentage as described in 18.8(d)(3) above;

(5) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Sections 18.11 and 18.12 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p); or

(6) to provide a final payment upon the Participant's death not greater than the excess of the Actuarially Equivalent present value of the Participant's Accrued Benefit (within the meaning of Code Section 411(a)(7)) calculated as of the Annuity Starting Date using the "417(e) interest rate" and "applicable mortality table", as those terms are defined in Section 12.1, over the total payments before the Participant's death;

(7) to allow a Beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death; or

(8) to pay increased benefits that result from a Plan amendment.

18.9 Amount Required to be Distributed by Required Beginning Date

The amount that must be distributed on or before a Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 18.6(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first "distribution calendar year" will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

18.10 Additional Accruals After First Distribution Calendar Year

Any additional benefits accruing to a Participant in a calendar year after the first "distribution calendar year" will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

18.11 Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse

If a Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the "designated beneficiary" after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Treasury Regulations Section 1.401(a)(9)-6, Q&A-2(c)(2), in the manner described in Treasury Regulations Section 1.401(a)(9)-6, Q&A2(c)(1). If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the "designated beneficiary" after the expiration of the period certain.

18.12 Period Certain Annuities

Unless the Participant's Spouse is the sole "designated beneficiary" and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury Regulations Section 1.401(a)(9)-9, Q&A 2 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A 2 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole "designated beneficiary" and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulations Section 1.401(a)(9)-9, Q&A 3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

18.13 Participant Survived by Designated Beneficiary

Except as provided in Section 18.18, if a Participant dies before the date distribution of his or her interest begins and there is a "designated beneficiary", the Participant's entire interest will be distributed, beginning no later than the time described in Section 18.6(a) or (b), over the life of the "designated beneficiary" or over a period certain not exceeding:

(a) unless the Annuity Starting Date is before the first "distribution calendar year", the "life expectancy" of the "designated beneficiary" determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death, reduced by one for each calendar year that has elapsed after the calendar year of the Participant's death; or

(b) if the Annuity Starting Date is before the first "distribution calendar year", the "life expectancy" of the "designated beneficiary" determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

18.14 No Designated Beneficiary

If a Participant dies before the date distributions begin and there is no "designated beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

18.15 Death of Surviving Spouse Before Distributions to Surviving Spouse Begin

If a Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole "designated beneficiary", and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 18.15 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 18.6(a).

18.16 Change to Annuity Payout Period

The period over which an annuity is to be paid out may not be changed except as follows:

(a) The annuity payout period may be changed in association with an increase in the annuity payment described in Section 18.8(d).

(b) The annuity payout period may be changed and payments modified if all of the following requirements are satisfied:

(1) any of the following applies:

(A) the modification occurs when the Participant retires or in connection with the Plan's termination; or

(B) the payment period prior to modification is a period certain without life contingencies; or

(C) annuity payments after the modification are paid under a Qualified Joint and Survivor Annuity, the Participant's Spouse is the sole "designated beneficiary", and the modification occurs in connection with the Participant marrying such Spouse.

(2) future payments after the modification satisfy the requirements of Code Section 401(a)(9), regulations issued thereunder, and this Article, determined by treating the date of the change as a new Annuity Starting Date and the Actuarially Equivalent present value of the remaining payments prior to modification as the entire interest of the Participant;

(3) the modification is treated as a new Annuity Starting Date for purposes of Code Sections 415 and 417;

(4) the annuity, including all past and future payments, satisfies the requirements of Code Section 415 determined as of the original Annuity Starting Date, using the interest rates and mortality tables in effect on such date, but taking into account the modification; and

(5) any period certain provided under the modified payment does not end later than the date a period certain would have been required to end under Code Section 401(a)(9) and this Article, determined as of the original Annuity Starting Date.

18.17 Payments to a Surviving Child

For purposes of this Article, payments made to a Participant's surviving child before the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the Participant's surviving Spouse to the extent the payments become payable to the surviving Spouse upon cessation of payments to the child. For purposes of this Section, a child shall be treated as not having reached the age of majority if the child has not completed a specified course of education and is under the age of 26. In addition, a child who is disabled shall be treated as not having reached the age of majority so long as the child continues to be disabled.

18.18 5-Year Rule Applicable to Certain Distributions to Designated Beneficiaries

If a Participant dies before distributions begin, there is a "designated beneficiary", and the benefit payable to such "designated beneficiary" is to be made in a lump sum pursuant to the cashout provisions of Section 11.5 of the Plan, distribution to the "designated beneficiary" is not required to begin by the date specified in Section 18.6, but the Participant's entire interest will be distributed to the "designated beneficiary" by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

18.19 Death of Participant After Distributions Begin

If a Participant dies after distributions begin, the Participant's remaining interest, if any, will be distributed at least as rapidly as under the form of distribution in effect on the date of the Participant's death.

* * *

EXECUTED AT _____, _____, this _____ day of

_____, _____.

City of Inkster

By:_____

Title:

IMPORTANT NOTE

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