PENSION & INSURANCE AGREEMENT

FORWARD

This Pension and Insurance Agreement is entered into by Bridgestone Americas Tire Operations, LLC for and on behalf of its manufacturing plant maintenance located in LaVergne, Tennessee; and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Workers, AFL-CIO, CLC, and its Local Union No. 1055L.

PART I - PENSION

The following provisions of this Part I shall be effective December 7, 2009 and shall determine the rights of participants and beneficiaries with respect to Employees who terminate their employment with the Controlled Group on or after December 7, 2009 while covered by this Part I.

Prior to January 1, 2002, the terms of this Part I were contained in the Maintenance and Industrial Services, Inc. Pension Plan (the "M&IS Plan") which was merged into the Bridgestone Americas Holding, Inc. Non-Contributory Pension Plan effective as of the close of business on December 31, 2001. The M&IS Plan was originally adopted by United Plant Services, Inc., dba Maintenance and Industrial Services, Inc. The M&IS Plan was assumed by Bridgestone/Firestone, Inc. effective November 23, 2001 and then by Bridgestone Americas Holding, Inc. effective December 1, 2001. Any references herein to provisions in effect prior to January 1, 2002 shall be deemed to refer to the corresponding provisions of the M&IS Plan.

ARTICLE I

Definitions

Words and phrases used herein with initial capital letters and not defined herein are used herein as defined in the Bridgestone Americas, Inc. Pension Program Administrative Document which, together with this Part I and the other plan documents which so provide, constitute the Bridgestone Americas, Inc. Non-Contributory Pension Plan. The following terms when used in this Part I with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

1.1 Act means the Employee Retirement Income Security Act of 1974 as amended.

1.2 Actuarial Equivalent means, when used in relation to any benefit payable under the Plan, another benefit differing in time, period, or manner of payment, having the same value when computed on the basis of generally accepted actuarial principles, provided that, unless otherwise specifically provided, the "applicable interest rate" and the "applicable mortality table" shall be used to determine the present value or single sum value of any benefit payable under the Plan. For purposes of the preceding sentence, for distributions made in Plan Years commencing on or after November 1, 2008, the "applicable interest rate" shall mean the "applicable interest rate" within the meaning of section 417(e)(3) of the Code and regulations and rulings promulgated thereunder, for the second calendar month preceding the month which includes the date of distribution, and the "applicable mortality table" shall mean the "applicable mortality table" prescribed by the Internal Revenue Service pursuant to section 417(e)(3) of the Code for the Plan Year which includes the date of distribution. Notwithstanding the preceding provisions of this Section 1.2, in determining the present value or single sum value for any purpose during the period from November 1, 2008 to December 7, 2009, such present value or single sum value shall be the greater of (a) the amount that would be determined under the preceding provisions of this Section 1.2 or (b) the amount that would be determined under the provisions of this Section 1.2 if (i) the annual rate of interest on 30-year Treasury securities for the second calendar month preceding the month which includes the date of distribution was substituted for the applicable interest rate specified in preceding

provisions of this Section 1.2 and (ii) the mortality table specified in Rev. Rul. 2001-62 was substituted for the applicable mortality table specified in the preceding provision of this Section 1.2.

1.3 Annuity Starting Date shall mean the first day of the month for which an amount is first paid as an annuity or any other form.

1.4 Approved Leave of Absence means any absence, with or without compensation, authorized by the Employer under uniform rules; including, but not limited to, any period of absence on account of illness, personal reasons or service in the armed forces of the United States. Any such Approved Leave of Absence shall be granted in writing.

1.5 Beneficiary means a Joint Annuitant or a person or persons or trust named by the Member to receive any amounts payable in the event of the Member's death.

1.6 Break in Service means a Plan Year during which an individual has not completed more than 500 Hours of Service, as determined by the Company in accordance with the Regulations. Solely for purposes of determining whether a Break in Service has occurred, an individual shall be credited with the Hours of Service which such individual would have completed but for a maternity or paternity absence, as determined by the Company in accordance with the Code and the Regulations; provided, however, that the total number of Hours of Service so credited shall not exceed 501 Hours of Service and that the individual timely provide the Company with such information as it shall require. Hours of Service credited for a maternity or paternity absence shall be credited entirely (1) in the Plan Year in which the absence began if such Hours of Service are necessary to prevent a Break in Service in such Plan Year, or (2) in the following Plan Year. For purposes of this Section 1.6, maternity or paternity absence shall mean an absence from work by reason of the individual's pregnancy, the birth of the individual's child or the placement of a child with the individual in connection with adoption of the child by such individual, or for purposes of caring for a child for the period immediately following such birth or placement.

1.7 Code means the Internal Revenue Code of 1986 as amended.

1.8 Collective Bargaining Agreement means the agreement dated December 7, 2009 between Maintenance and Industrial Services, Inc. and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC and its Local Union No. 1055L.

1.9 Company means (a) on and after January 1, 2008, Bridgestone Americas, Inc., (b) on and after January 1, 2003 and prior to January 1, 2008, Bridgestone Americas Holding, Inc., (c) on and after December 1, 2001 and prior to January 1, 2003, Bridgestone/Firestone Americas Holding, Inc., (d) from November 23, 2001 to December 1, 2001, Bridgestone/Firestone, Inc. and (e) prior to November 23, 2001, United Plant Services, Inc., dba Maintenance and Industrial Services, Inc. For purposes of Sections 1.10, 1.15, 3.2, 3.4(a), 4.4, 5.1, 5.2, 5.3 and 6.1, the term "Company" shall include all corporations which are members of a controlled group of corporations within the meaning of section 1563(a) of the Code (determined without regard to section 1563(a)(4) and (e)(3)(C) of the Code) of which the entity referred to in the first sentence of this Section is a member.

1.10 Continuous Service means uninterrupted employment with the Company as determined in accordance with Article III.

1.11 Credited Service means the period of time as determined in accordance with Article III.

1.12 Effective Date means January 1, 1991 but Members shall be entitled to accrue Credited Service and Continuous Service under the Plan from and after October 8, 1990 in accordance with the provisions of Sections 3.1 and 3.2 hereof.

1.13 Eligible Employee means an Employee of the Employer employed at its LaVergne, Tennessee location and covered by a collective bargaining agreement with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC and its Local No. 1055L (a) who was employed by Maintenance and Industrial Services, Inc. prior to November 23, 2001, or (b) who was hired after November 23, 2001 with the same job classification as an Employee described in clause (a) of this Section.

1.14 Employee means any person employed by an Employer.

1.15 Employer means (1) prior to November 23, 2001, United Plant Services, Inc., dba Maintenance and Industrial Services, Inc., (2) from November 23, 2001 to December 1, 2001, Bridgestone/Firestone, Inc., and (3) from December 1, 2001 to December 31, 2008, Bridgestone Firestone North American Tire, LLC, (4) from and after January 1, 2009 Bridgestone Americas Tire Operations, LLC.

1.16 Hour of Service means:

(a) Each hour for which an individual is directly or indirectly paid or entitled to payment by the Company for the performance of duties, including each hour for which back pay, irrespective of mitigation of damages, has been awarded or to which the Company has agreed and such hours shall be credited to the individual for the computation period or periods to which the award or agreement pertains rather than the computation period or periods in which the award, agreement or payment is made. Hours of Service shall be credited for up to two (2) hours per day and ten (10) hours per week for periods during which an individual is on an Approved Leave of Absence provided the individual returns to employment for the Company at the termination of such Leave or, if in the service of the armed forces of the United States, within the period during which his reemployment rights are protected by law;

(b) The provisions of the Department of Labor Regulations appearing at 29 C.F.R. 2530.200b-2(b) and (c) are incorporated herein by reference as if fully set forth herein;

(c) Each Hour of Service with any other employer during which such employer is part of an affiliated service group under section 414(m) of the Code, a controlled group of corporations under section 414(b) of the Code, or a group of trades or businesses under common control under section 414(c) of the Code.

1.17 Joint Annuitant means any person designated by an Employee in accordance with Article VI and who is entitled to receive pension payments under the Plan, whether or not such person is related to the Employee.

1.18 Member means an Eligible Employee who has satisfied the requirements for participation in the Plan in accordance with Article II and shall include retired Members and Beneficiaries under the Plan.

1.19 Plan as used herein shall mean Supplement 23 of the Bridgestone Americas, Inc. Non-Contributory Pension Plan.

1.20 Predecessor Plan shall mean the Ogden Allied Plant Maintenance Company Pension Plan as in effect on October 7, 1990.

1.21 Normal Retirement Age means age 65. An Employee's accrued benefits shall be fully vested (*i.e.*, nonforfeitable) when the Employee attains his Normal Retirement Age.

1.22 Regulations means the applicable regulations issued under the Code, the Act or other applicable law by the United States Internal Revenue Service, the Pension Benefit Guaranty Corporation, the

United States Department of Labor or any other governmental authority and any proposed or temporary regulations or rules promulgated by such authority pending the issuance of such regulations.

1.23 Plan Year for purposes of this Part I – Pensions shall mean the 12-month period commencing on November 1st of each year and ending on the next following October 31st.

ARTICLE II

Membership

Each Employee as of October 8, 1990, and any person who shall become an Employee thereafter, shall become a Member on the date when he becomes an Eligible Employee.

ARTICLE III

Credited Service and Continuous Service

3.1 Credited Service. Except as herein provided, the period of Credited Service for an Eligible Employee shall consist of his most recent period of uninterrupted employment with the Employer, exclusive of periods of employment with the Employer to which the Plan is not applicable, calculated according to the following subsections (a), (b) and (c):

(a) Determination of Credited Service.

Credited Service is accrued for an Eligible Employee during the period of his Continuous Service in accordance with the following:

Hours of Service for which Compensated by the Employer during a Calendar Year	Credited Service Accrued
1500 hours or more	1 year
1000 hours but less than 1500 hours	¾ of 1 year
500 hours but less than 1000 hours	½ of 1 year
Less than 500 hours	None

Provided, however, that for calendar year 1990 only, Hours of Service will include, in addition to the Hours of Service for which the Eligible Employee is compensated by his Employer during such period, such Eligible Employee's hours of service under the Predecessor Plan during such calendar year and the amount of Credited Service accrued under this Plan will be reduced by the amount of Credited Service accrued with respect to calendar year 1990 under the Predecessor Plan.

(b) Credited Service Under Collective Bargaining Agreement. To the extent not otherwise accrued pursuant to the preceding provisions of this Section 3.1, an Eligible Employee shall accrue Credited Service for such periods of time on and after December 7, 2009, as provided in the Collective Bargaining Agreement.

(c) Limitation on Credited Service. Notwithstanding the provisions of subsection (a), Credited Service shall not be accrued for an Eligible Employee beyond a maximum of thirty (30) years of such Credited Service.

3.2 Computation of Continuous Service. An Employee's period of Continuous Service under the Plan shall consist of subsection (a) plus subsection (b) below:

(a) His period of Credited Service as described in Section 3.1.

(b) His period of uninterrupted employment with the Company not included in Credited Service. A year of such uninterrupted employment shall be granted for any calendar year during which his Hours of Service totaled at least 1,000.

(c) Notwithstanding anything to the contrary specified above:

(1) if an Employee is hired on any date other than January 1 or terminates his employment with the Company on any date other than December 31 of a calendar year, he shall receive Continuous Service for such year under Section 3.2(b) in the proportion that his actual Hours of Service bears to 1,500 Hours of Service, limited to a maximum credit of one year; and

(2) if an Employee's actual Hours of Service with the Company during a calendar year are at least 1,500, his Continuous Service for such year shall be limited to a maximum credit of one year.

3.3 Interruption of Continuous Service. An Employee's Continuous Service under the Plan shall be interrupted if he shall have five consecutive Breaks-In-Service, and his Credited Service and Continuous Service preceding such consecutive five year Breaks-In-Service shall be canceled unless he qualifies for a Vested Pension under Section 4.3, in which event he shall remain a Member of the Plan and be entitled to his Vested Pension pursuant to the provisions of the Plan.

Each Employee who was previously a Member and whose Continuous Service and membership in the Plan terminated other than by retirement, again shall be eligible for participation on fulfilling the conditions set forth in Article II.

3.4 Occurrences Not Interrupting Continuous Service. The following shall not result in interruption of Continuous Service:

(a) A transfer of employment of a Member within the Company; or

(b) Absence of an Employee in accordance with an Approved Leave of Absence granted to him by the Employer unless the Employee fails to return to work following its expiration, in which event the last day actually worked prior to the commencement of such Approved Leave of Absence shall be the last day of uninterrupted employment with the Employer.

ARTICLE IV

Eligibility for Pension

4.1 Normal Pension. A Member is eligible for a Normal Pension as of his Normal Retirement Date which is the first day of the calendar month which next follows the latest of:

(a) Attainment of sixty-five (65) years of age; and

(b) Termination of Continuous Service prior to the date upon which distributions to such Member must commence pursuant to Section 6.11, and

(c) Except as may be permitted by Section 7.2(b), completion of an application for Normal Pension.

4.2 Early Retirement Pension. A Member is eligible for an Early Retirement Pension as of his Early Retirement Date which is the first day of the calendar month which next follows the latest of:

(a) Attainment of fifty-five (55) years of age; and

(b) Accumulation in the aggregate of at least twenty (20) years of Credited Service under this Plan and, for periods prior to January 1, 1991, the Predecessor Plan; and

(c) Termination of Continuous Service; and

(d) Completion of an application for Early Retirement Pension.

4.3 Vested Pension.

(a) If a Member's Continuous Service is broken pursuant to Section 3.3 after the attainment of five (5) years of Continuous Service in the aggregate under this Plan and, for periods prior to October 8, 1990, under the Predecessor Plan, he shall have a fully vested interest in all benefits accrued to the date of his termination and shall be eligible to receive at his Normal Retirement Date, if then surviving, an amount of pension, as described in Article V, based upon his Credited Service to the date of his termination. Such Member may elect to receive a pension allowance prior to his Normal Retirement Date as provided in Section 4.2.

(b) In determining whether a Member has completed five (5) years of Continuous Service, for this purpose his years of Continuous Service before any Break In Service shall be disregarded if he had not then completed five (5) years of Continuous Service and if the number of consecutive Plan Years in which such Member incurred a Break In Service equals or exceeds the greater of five (5) or the aggregate number of the Member's years of Continuous Service prior to such Break In Service (excluding any year of Continuous Service previously disregarded under this Section 4.3).

4.4 Disability Pension. A Member is entitled to a Disability Pension as of his Disability Retirement Date which is the first day of calendar month which follows the Member:

(a) being determined to be permanently and totally disabled by bodily injury or disease so as to be prevented thereby from being physically able to perform any gainful employment; and

(b) shall have completed at least five (5) years of Credited Service in the aggregate under this Plan, and with respect for periods prior to October 8, 1991, under the Predecessor Plan.

Any Member shall cease to receive a Disability Pension upon the Social Security Administration's determination that such Member is no longer eligible to receive a disability benefit from such Administration. Each Member who terminates employment with the Company and qualifies for a Disability Pension, shall be entitled to receive an unreduced monthly amount equal to the dollar amount set forth in Section 5.1, multiplied by the Member's years and fractions of years of Credited Service to the date of his termination as result of such disability.

ARTICLE V

Amount of Pension Payment

The amounts of pension payment described in this Article V shall be payable only in the form appropriate to, or as may be elected by, the Member in accordance with Article VI.

5.1 Normal Pension. Each Member who terminates employment with the Company and qualifies for a Normal Pension on or after the date of ratification ("Date of Ratification") of the Collective Bargaining Agreement, shall be entitled to receive a monthly amount, in the applicable form described in Section 5.4, equal to:

(a) for a Member who is classified by the Company as a Plant Services Employee and who retires on or after the Date of Ratification, $25.00 multiplied by the Member's years and fractions of years of Credited Service, and

(b) for a Member who is classified by the Company as a Maintenance Employee and who retires on or after the Date of Ratification, $51.00 multiplied by the Member's years and fractions of years of Credited Service.

5.2 Early Retirement Pension. Each Member who terminates employment with the Company and qualifies for an Early Retirement Pension shall be entitled to receive a monthly amount, in the applicable form described in Section 5.4, equal to the Actuarial Equivalent of the amount of the Normal Pension specified in Section 5.1.

5.3 Vested Pension. Each Member who terminates employment with the Company and qualifies for a Vested Pension shall be entitled to receive a monthly amount in the applicable form described in Section 5.4 equal to:

(a) The amount of the Normal Pension specified in Section 5.1 if payment commences on his Normal Retirement Date; or

(b) The amount set forth in subsection (a) above commencing at a date earlier than the Member's attainment of sixty-five (65) years of age (but not earlier than fifty-five (55) years of age), provided he has met the requirements of Section 4.2(b) prior to his termination of employment with such amount reduced in accordance with Actuarial Equivalent principles.

5.4 Regular Standard Form of Pension Payment. The Regular Standard Form of Pension Payment of a Normal Pension or an Early Retirement Pension shall be a monthly payment for the Member's lifetime.

ARTICLE VI

Standard and Optional Forms of Pension Payment

6.1 Joint and Survivor Standard Form of Pension. In the case of a Member who shall retire from the Company and qualify for a pension under Article IV or Section 7.2(b) and shall be married to his spouse on his Annuity Starting Date, the Member shall receive a Joint and Survivor Pension in accordance with subsections (a), (b) or (c) below, whichever he shall elect in writing, and if he made no written election, subsection (c) shall be deemed to have been elected unless he waived in writing the Joint and Survivor form of pension and elected, with the consent of his spouse to whom he was married on his Annuity Starting Date, another form of payment under the remaining sections of this Article VI.

(a) 100% Joint and Survivor Pension Payment. The amount of monthly pension payment described in Article V shall be paid to the Member in a reduced monthly amount during his lifetime, and after his death such reduced amount will be continued to his spouse to whom he was married on his Annuity Starting Date during the latter's lifetime.

(b) 75% Joint and Survivor Pension Payment. The amount of monthly pension payment described in Article V shall be paid to the Member in a reduced monthly amount during his lifetime, and after his death three-quarters (75%) the rate of such reduced amount will be continued to his spouse to whom he was married on his Annuity Starting Date during the latter's lifetime.

(c) 50% Joint and Survivor Pension Payment. The amount of monthly pension payment described in Article V shall be paid to the Member in a reduced monthly amount during his lifetime, and after his death one-half (50%) the rate of such reduced amount will be continued to his spouse to whom he was married on his Annuity Starting Date during the latter's lifetime.

In computing such smaller monthly pension payable to the Member and to his spouse under subsections (a), (b) and (c) above, Actuarial Equivalent factors shall be reflected which are appropriate to the age and sex of the Member and his spouse at the date the first monthly pension payment becomes payable to the Member. The commencement date of such smaller pension shall be determined in accordance with Section 7.2. Pension payments to a Member's spouse shall be made on the first day of each month commencing on the first day of the month following the Member's death, if the Member's spouse is then living, and shall terminate in the month in which the death of the spouse occurs.

If either the Member or the spouse shall die prior to the date on which the first monthly pension payment shall be payable, the election of a Joint and Survivor Pension shall be revoked and, except as provided in Section 6.3, no pension payment shall be made to the spouse or any other person if the Member shall die prior to the date on which the first monthly pension payment shall be payable.

If a retired Member shall have elected a Joint and Survivor Pension and shall be re-employed by the company after at least one monthly retirement benefit payment, and shall die while in such employment, the Joint and Survivor Pension thereupon shall become payable to his spouse if the latter is then living.

6.2 Regular Standard Form of Pension. In the case of a Member to whom Section 6.1 is not applicable, the Member shall receive a pension appropriate to him in accordance with Article V in the form described in Section 5.4. The commencement date of this pension shall be determined in accordance with Section 7.2.

6.3 Pre-Retirement Spouse's Pension. Subject to Section 6.6, a Qualified Preretirement Survivor Annuity shall be paid to the surviving spouse of a Member or former Member who, after earning a nonforfeitable right to any portion of his Vested Pension, dies before his Annuity Starting Date. The term "Qualified Preretirement Survivor Annuity" means a pension providing for payment of a survivor annuity to his surviving

spouse, if any, for the life of such surviving spouse equal to one-half (or 75% or 100%, if elected by the Member during the election period specified in Section 6.6) of the annuity which would have been payable for the life of the Member under a Joint and Survivor Annuity as described in Section 6.1. In the case of a Member who dies on or after the first date which could have been his Early Retirement Date but before his Annuity Starting Date, the Qualified Preretirement Survivor Annuity shall be based on the Joint and Survivor Annuity which would have been payable if the Member had retired and payments under the Joint and Survivor Annuity had commenced on the first day of the month following the date of his death. In the case of a Member who dies before the first date which could have been his Early Retirement Date, the Qualified Preretirement Survivor Annuity shall be based on the Joint and Survivor Annuity which would have been payable if the Member had terminated Service on the date of death, survived until the first date which could have been his Early Retirement Date, immediately began receiving payments under the Joint and Survivor Annuity and died on the day following such Early Retirement Date. Payment of a Qualified Preretirement Survivor Annuity shall commence on the first day of the month following the later of (i) the first month in which the Member could have retired on an Early Retirement Date, or (ii) the month in which the Member dies; provided, however, to the extent required by the Code and the Regulations, if the Actuarial Equivalent value of a Qualified Preretirement Survivor Annuity exceeds $5,000, it shall not commence to be paid prior to the date which is or would have been the Member's Normal Retirement Date (had the Member lived) without the written consent of the Member's surviving spouse. The consent of the Member's surviving spouse must be obtained not more than 90 days (effective November 1, 2007, not more than 180 days) before commencement of the Qualified Preretirement Survivor Annuity. In the absence of consent, payment of the Qualified Preretirement Survivor Annuity shall not be made until the earlier of (i) the first day of the month following receipt of the required consent by the Employer, or (ii) the date which would have been the Member's Normal Retirement Age (had the Member lived), in which instance the amount of the Qualified Preretirement Survivor Annuity shall be that which would have applied had the Member survived to such deferred date.

6.4 Optional Benefits. In lieu of the standard form of pension under Section 6.1 or Section 6.2, whichever is applicable to a Member, the Member may elect in writing with the approval of his spouse as provided in Section 6.6, one of the following:

(a) In the case of a Member to whom Section 6.2 applies, a Joint and Survivor Pension as described in Section 6.1, payable during his lifetime and continuing after his death to any designated Beneficiary other than the spouse, provided the actuarial value of the benefit payable to the Member shall represent more than 50% of the actuarial value of the aggregate benefit payable under the option elected. The commencement and duration of payments shall be in accordance with Section 6.1.

(b) In the case of a Member to whom Section 6.1 applies, a Regular Standard Form of Pension, as described in Section 6.2, with the commencement and duration of payments in accordance with Section 6.2.

(c) In the case of a Member to whom Section 6.1 or Section 6.2 applies, a 10-Year Period Certain Option under which, on an Actuarial Equivalent basis, monthly payments shall be made for a guaranteed 10 year period and for the Member's lifetime thereafter.

6.5 Prohibited Options. Anything contained in this Plan to the contrary notwithstanding, no option may be elected which permits the Member irrevocably to elect, prior to retirement, to have all or part of his nonforfeitable interest in the Plan which would otherwise become available to him during his lifetime, paid to his designated Beneficiary after his death, unless such payments to the designated Beneficiary are only incidental to the benefits payable to the Member.

6.6 Election, Revocation and Waivers. An election pursuant to Section 6.1, 6.2, 6.3 or 6.4, or a revocation or cancellation of an election, or the exercise or revocation of a waiver thereunder before the commencement of pension payments, shall be without prejudice to the right of the Member to make a new election. A Member may, with the written consent of his spouse to whom he was married on his Annuity

Starting Date (unless the Employer makes a written determination in accordance with the Code and the Regulations that no such consent is required), elect in writing to receive his pension in one of the forms described in Sections 6.2 or 6.4 in lieu of a Joint and Survivor Annuity. A Member's election of a form of payment shall be filed with the Pension Board, on such form as it shall require, and may be made at any time during the period beginning no more than ninety (90) days (effective November 1, 2007, 180 days) before the Member's Annuity Starting Date and no less than thirty (30) days (eight (8) days, if the Member and his spouse consent in a manner satisfactory to the Pension Board) before distribution of the Member's benefit commences (the "election period"). A Member may, at any time during the election period, file a written revocation of any election under this Section 6.6 with the Pension Board. The revocation will become effective at the time it is filed with the Pension Board. Not more than ninety (90) days (effective November 1, 2007, 180 days) nor less than thirty (30) days before the Member's Annuity Starting Date, the Employer shall furnish the Member with a written explanation that notifies him of (a) the terms and conditions of the Joint and Survivor Annuity, (b) his right to waive the Joint and Survivor Annuity, with spousal consent, and the effect of such waiver, (c) the rights of his spouse with respect to the Joint and Survivor Annuity, (d) his right to revoke a waiver of the Joint and Survivor Annuity and (e) a general description of the eligibility conditions, other material features and relative values of the optional forms of benefit available under this Plan. Notwithstanding the foregoing, the notice described in the preceding sentence may be provided less than thirty (30) days before a Member's Annuity Starting Date provided that (i) the Member is informed of his right to consider the notice for at least thirty (30) days, (ii) the notice is provided prior to the Member's Annuity Starting Date, and (iii) distribution of the Member's benefit does not commence before the expiration of the seven (7)-day period beginning after the notice is provided. In addition, if a Member's election is made in accordance with the Section 6.6 after the date that his pension is to commence, the distribution of a Member's benefit must commence not more than 90 days (or such longer period as occurs solely by reason of administrative delay) after the notice described in this Section 6.6 is provided to the Member.

6.7 Payment of Small Benefits. If the single sum amount which is of Actuarial Equivalent to the Pension payable to or in respect of any Member (or any surviving spouse) is less than $5,000 on the date his employment with the Employer terminates, such amount shall be paid to the Member (or surviving spouse, as applicable) in a lump sum.

6.8 Death Benefits. Upon the death of a Member, there shall be no death benefit payable except as provided under the provisions of this Article VI.

6.9 Designation of Beneficiary. A Member may designate or change his Beneficiary without the consent of any prior Beneficiary at any time on a form provided by the Company, provided that the form changing the Beneficiary has been received by the Company prior to the Member's death, except in the case of Section 6.1 and 6.3, under which the Beneficiary is the Member's spouse, a Member may designate more than one Beneficiary jointly, subject to such limitations as to the number of Beneficiaries and contingent Beneficiaries as the Company from time to time shall prescribe by general rules to be uniformly applied.

Anything herein to the contrary notwithstanding, the designation of a Beneficiary under a Joint and Survivor Pension cannot be changed after the first monthly benefit payment thereunder shall have been made.

6.10 Actuarial Equivalents.

(a) Benefits at Normal Retirement Date. The Actuarial Equivalent of the monthly Normal Pension described in Section 5.1 ("NP") equals the NP multiplied by the lesser of 99% (except in case (i), where the factor is 100%) or the percent corresponding to the form of benefit as described below,

(i) Straight-Life Annuity Standard Form of Benefit as defined under Section 6.2 -- 100%.

(ii) 100% Joint and Survivor Benefit as defined under Sections 6.1(a) and 6.4(a) ("100% J+S") --

79%- ((.6% x (Participant's Age-Beneficiary's Age)).

(iii) 75% Joint and Survivor Benefit as defined under Sections 6.1(b) and 6.4(a) --

83%- ((.5% x (Participant's Age-Beneficiary's Age))

(iv) 50% Joint and Survivor Benefit as defined under Sections 6.1 and 6.4(a) --

88%- (.4%) x ((Participant's Age-Beneficiary's Age))

(v) Ten-Year Certain Option as defined under Section 6.4(c)

(A) If the Participant's Age is at least 65 -- 91% - ((l.2%) x (Participant's Age - 65)).

(B) If the Participant's Age is less than 65 -- 91% + ((.6%) x (65-Participant's Age)).

(b) Benefits Payable Prior to the Normal Retirement Age. The Actuarial Equivalent of the NP for a Monthly Early Retirement Pension Benefit described in Section 5.2 or a Monthly Deferred Vested Pension Benefit defined in Section 5.3 which is to commence on the first day of a month (the "First Month") prior to his Normal Retirement Date shall equal the difference between the NP and the sum of:

(i) 3/10ths of one percent for each month that the Participant's Age at the First Month is less than 65 but at least 62; and

(ii) 6/10ths of one percent for each month that the Participant's Age at the First Month is less than 62 but at least 55.

(c) Age Calculation.

(i) For purposes of paragraphs (a) and (b) the Beneficiary's Age and the Participant's Age shall be calculated as of the first date that the retirement benefits are to be paid.

(ii) For purposes of paragraph (a), the Beneficiary's Age and the Participant's Age shall both be calculated by rounding to the nearest whole year.

(iii) For purposes of paragraph (b), the Participant's Age shall be calculated by rounding to the nearest whole month.

6.11 Commencement of Distributions. Notwithstanding any other provision of the Plan, any benefit payable to a Member shall commence no later than the April 1st of the calendar year following the calendar year in which such Member attains age 70 ½, and shall be paid, in accordance with the Regulations and as provided in the Administrative Document, over the life of such Member or over the joint lives of such Member and his Beneficiary, or over a period not extending beyond the life expectancy of such Member or the joint life expectancies of such Member and his Beneficiary.

ARTICLE VII

Application for Pension Payments and General Provisions

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

7.2 An application for the commencement of pension payments must be made in writing on a form and in a manner prescribed by the Company, and submitted to the Pension Board. An applicant's pension shall commence:

(a) Except as provided in subsection (b) below, on the first day of the month which follows his eligibility for a pension, as specified in Article IV.

(b) If the day determined in subsection (a), above, is more than two months after the close of the Plan Year in which the applicant attains age sixty-five (65) and more than two months after the close of the Plan Year in which his Continuous Service terminates, then his Normal Pension shall commence on the first day of the third month after the close of the Plan Year in which occurs the later of said two events, namely, attainment of age sixty-five (65) and termination of Continuous Service.

7.3 Each application for a pension or other benefit payable under the Plan, each selection of any option provided for by the Plan, and each designation of a Beneficiary or a contingent annuitant provided for by the Plan, shall be in writing on a form provided by the Pension Board and shall be made to the Pension Board or to such representative as it may designate within, except as specifically otherwise provided, the election period specified in Section 6.6. The Pension Board may require any applicant for a pension, or a former Employee on pension to furnish it with such information, including marital status, certificates, and other evidence including a certificate as to the Social Security benefit of such applicant or former Employee, as may reasonably be required. If such applicant or former Employee fails or refuses to furnish such information, certificates and other evidence, the Pension Board may compute any pension on the basis of estimates which in its judgment are reasonable.

7.4 No Employee, prior to his retirement under conditions of eligibility for pension benefits, shall have any right or interest in or to any portion of any funds which may be paid into any pension trust or trusts heretofore or hereafter established for the purpose of paying pensions, and no Employee, Beneficiary, Joint Annuitant or spouse shall have any right to pension benefits except to the extent provided in this Plan. Employment rights shall not be affected by reason of this Plan.

7.5 Except as provided by section 414(p) of the Code or section 206(d) of the Act relating to qualified domestic relations orders, no assignment, pledge, or encumbrance of any pension will be permitted or recognized and no pension shall be subject to attachment or to legal process for debts of pensioners.

7.6 The Company shall have the right to amend or terminate this Plan as provided in the Administrative Document.

7.7 Transfers of Eligible Rollover Distributions. If an Employee ~~or~~, his or her spouse, his or her former spouse who is an alternate payee, or effective January 1, 2007 a Beneficiary who is a designated beneficiary within the meaning of section 401(a)(9) of the Code (each of which are hereinafter referred to as the "distributee") is eligible to receive a distribution from the Plan that constitutes an "eligible rollover distribution" (as defined below) and the distributee elects to have all or a portion of such distribution paid directly to an "eligible retirement plan" (as defined in section below) and specifies the eligible retirement plan to which the distribution is to be paid, such distribution (or portion thereof) shall be made in the form of a direct rollover to the eligible retirement plan so specified. A distributee may not elect a direct rollover of a portion of an eligible

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

ARTICLE VIII

Funding-Based Limits on Benefits

8.1 Effective for Plan Years commencing on and after November 1, 2010, the provisions of this Article VIII shall apply notwithstanding any other provision of the Pension and Insurance Agreement. The following funding-based limitations shall apply to the Plan in accordance with section 436 of the Code (or any successor provision):

(a) No amendment increasing the liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect during any Plan Year in which such amendment may not take effect under the funding-based limitations of section 436(c) of the Code;

(b) No "prohibited payment" (within the meaning of section 436 of the Code) or any portion thereof shall be made under the Plan in any Plan Year to the extent that such payment or portion of such payment may not be made by the Plan under the funding-based limitations of section 436(d) of the Code;

(c) Benefit accruals under the Plan shall cease as of the valuation date for the Plan Year in which such accruals are prohibited by the funding-based limitations of section 436(e) of the Code, and no service of any Participant during the period of such cessation of benefit accruals shall be counted as Credited Service hereunder; and

(d) No unpredictable contingent event benefit (within the meaning of section 436(b) of the Code) shall be payable under the Plan with respect to any event occurring during any Plan Year in which such benefit may not be provided pursuant to the funding-based limitations of section 436(b) of the Code.

8.2 No Employer shall be required (a) to make additional contributions to the Plan, (b) to provide additional security to the Plan, or (c) to alter the method or timing of any actuarial valuation, in order to avoid the application of the funding-based limitations set forth in this Article VIII and section 436 of the Code (or any successor provision). Except to the extent required by law, the Plan shall not (i) restore any benefits that did not accrue, or make any payment in lieu of any benefits that are not paid, by reason of this Article VIII or section 436 of the Code (or any successor provision), or (ii) provide any elections to Employees, former Employees. spouses or Beneficiaries that are not required by section 436 of the Code (or any successor provision). Further, no Employer shall be required to make any payments to Employees, former Employees, spouses or Beneficiaries, or otherwise make up, in any manner or at any time from its general assets or any other source, for any benefits that did not accrue or were not paid under the Plan by reason of this Article VIII or section 436 of the Code (or any successor provision).

8.3 The foregoing provisions of this Article VIII are intended to incorporate and comply with the requirements of section 436 of the Code (or any successor provision). The Company shall interpret and apply such provisions in accordance with such section of the Code and the regulations, rulings and other guidance issued thereunder.

PART II – INSURANCE

ARTICLE I

Health Incentive Plan

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

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

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

A. DEFINITIONS

1. Benefit Payment. The term "Benefit Payment" means a payment issued by the Contract Administrator to a provider or Participant based on the Maximum Allowable Fee Schedule for an in-network service or supply. The Maximum Allowable Fee Schedule is a payment system that reimburses up to a specified dollar amount for services rendered. Payment will never exceed the Maximum Allowable Charge.

2. Benefit Year. The term "Benefit Year" means the period commencing on January 1 of any calendar year and terminating at the expiration of December 31 of such calendar year. The first Benefit Year shall commence on the Effective Date. The last Benefit Year shall terminate on the expiration of the CBA.

3. Birthing Center. A "Birthing Center" is an institution which is legally organized to offer room and board, skilled nursing services and services of a certified nurse or midwife to expectant mothers.

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

4. Co-Insurance. The term "Co-Insurance" means a percentage of the cost of certain medical expenses covered by the Plan, over and above the Deductible or Copayment, for which each Participant is responsible.

5. Company or Employer. The term "Company" means Bridgestone Americas, Inc. The term "Employer" means Bridgestone Americas Tire Operations, LLC.

6. Contract Administrator. The term "Contract Administrator" means the independent insurance company or companies or other administrative services company or companies that have been retained by the Employer or the Company to establish and administer networks of health care providers in connection with this Plan and to process claims and provide administrative services.

7. Convalescent Nursing Unit. The term "Convalescent Nursing Unit" means a licensed institution approved by the Social Security Administration pursuant to Title XVIII (Health Insurance for the Aged) of the Social Security Act, as amended in 1965, and also includes those institutions listed as "extended care facilities" in the list titled "Accredited Extended Care Facilities" issued by the Joint Commission on Accreditation of Hospitals, as may be amended from time to time. In no event, however, shall such term include any institution, or part thereof, which is used principally as a rest facility, or as a facility for the aged.

8. Copayment. The term "Copayment" means a certain dollar amount of the cost per use of certain medical expenses covered by the Plan, for which each Participant is responsible.

9. Deductible. The term "Deductible" means the dollar amount of covered services the Employee is responsible for before benefits are payable. The eligible medical expenses used to satisfy the Deductible applicable to an Employee and his or her Family will be the first eligible charges (exclusive of Copayments) incurred during the Benefit Year in an amount equal to the Deductible.

10. Dependent. The term "Dependent" means:

(a) A wife or husband of an Employee.

(b) An unmarried child less than 19 years of age who is the natural, legally adopted or step-child of an Employee.

(c) An unmarried child of the Employee 19 years of age but less than 25 years of age who is the natural, legally adopted or step-child of an Employee and who is dependent upon the Employee for support and maintenance and who is a full-time student.

(i) Effective November 1, 2009, notwithstanding any other provisions of the Plan to the contrary, in the case of a child who is covered under the Plan on the basis of being a Dependent described in the preceding provisions of this Paragraph 10(c), such child shall not cease to be a Dependent and coverage of such child under the Plan shall not terminate due to a “medically necessary leave of absence” (as hereinafter defined) until the earlier of (A) the date that is one (1) year after the first day of the medically necessary leave of absence or (B) the date on which coverage would otherwise terminate under the terms of the Plan. For purposes of this Paragraph 10(c)(i), “medically necessary leave of absence” shall mean a leave of absence of a child described in the preceding sentence from a postsecondary educational institution (including an institution of higher education as defined in section 102 of the Higher Education Act of 1965), or any other change in enrollment of such child at such an institution, that commences while such child is suffering from a serious illness or injury, is medically necessary, and causes such child to lose full-time student status for purposes of coverage under the Plan. The provisions of this Paragraph 10(c)(i) are intended to comply, and shall be interpreted in accordance, with section 9813 of the Internal Revenue Code and the regulations and rulings issued thereunder.

(d) An unmarried child of the Employee who is the natural, legally adopted or step-child of an Employee and who is physically or mentally incapable of self-support. The child must have been a covered Dependent under the Plan prior to attaining age 19, and such incapacity must have occurred prior to attaining age 19.

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

(f) The term "unmarried" as used in Paragraphs 10(b), 10(c) and 10(d) above shall mean never married.

(g) "Child" shall include a legally adopted child of an Employee who is younger than the Employee (including a child living with the adopting parents during the period of probation if the parents live in a state which requires a period of residence; if the parents live in a state which does not require a period of probation, benefits will be provided for covered expenses during the immediately preceding six-month period of residence whenever adoption is final).

(h) "Dependent" shall include a child of a Participant for whom coverage under this Part II, Article I is required by a valid qualified medical child support order described in Section 609 of ERISA.

11. Emergency Treatment. The term "Emergency Treatment" means treatment resulting from a sudden, unexpected onset of a serious illness or injury.

12. Employee. The term "Employee" means a regular, full-time employee of the Employer who is classified by the Employer as hourly-rated and who is represented by the Union.

13. Family. The term "Family" means an Employee and his or her eligible Dependents.

14. Home Health Care. The term "Home Health Care" means care that is provided to persons for recuperation in lieu of regular Hospital confinement. Home Health Care does not include care for persons who suffer from progressive, debilitating conditions unless skilled nursing services will render an improvement in the person's condition or are needed temporarily.

15. Home Health Care Agency. The term "Home Health Care Agency" means an institution licensed by state or local law operated primarily for the purpose of providing skilled nursing care and therapeutic services in an individual's home and:

(a) Which maintains clinical records on each patient;

(b Whose services are under the supervision of a Physician or a Registered Nurse; and

(c) Which maintains operational policies established by a professional group including at least one Physician and one Registered Nurse.

16. Hospice. The term "Hospice" means a facility that is licensed, accredited or approved by the proper authority to provide a Hospice Care Program and which admits individuals who have no reasonable prospect of a cure and have a life expectancy of six months or less.

17. Hospice Care Program. The term "Hospice Care Program" means a coordinated program for meeting the special physical, psychological, spiritual and social needs of dying individuals and their families by providing palliative and supportive medical, nursing and other health services through home, inpatient or outpatient care during the illness and bereavement.

18. Hospital. The term "Hospital" means an institution licensed by law which is primarily engaged in providing medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an inpatient basis, and which provides such facilities under the supervision of a staff of Physicians licensed to practice medicine and with twenty-four-hour-a-day nursing service by Registered Nurses, but shall not include an institution which is principally a rest home, nursing home, or home for the aged, except as covered under the substance abuse benefits described in Section V.H.3.

19. In-Network Services. The term "In-Network Services" means authorized treatment provided by a Network Provider.

20. Medically Necessary. The term "Medically Necessary" means:

(a) Consistent with the standards of good medical practice which are generally accepted by the medical-scientific community in the United States of America; and

(b) Consistent with the symptoms or diagnosis of the condition for which services or supplies are rendered; and

(c) Not provided solely for the convenience of the patient or the provider; and

(d) Necessary for the diagnosis or correction of a condition which is threatening to the life, health or physical well-being of the Participant, or is the source of extreme physical discomfort.

21. Miscellaneous Services and Supplies. The term "Miscellaneous Services and Supplies" means all services and supplies furnished in a Hospital for medical care and treatment, other than room and board, and such term shall include "supplementary medical service," or "room and board supplement," or "special room supplement," or similar terms of identical or like meaning, if such services are certified by the Hospital making a charge therefore to be services and supplies furnished by the Hospital for medical care and treatment of a person.

22. Network. The term "Network" means the panel of approved Hospitals, Physicians and other providers of health care selected and retained by the Contract Administrator.

23. Network Providers. The term "Network Providers" means those Hospitals, Physicians and other providers of health care services selected and retained by the Contract Administrator as the exclusive provider of said services in a specific Network location.

24. Out-Of-Network Services. The term "Out-Of-Network Services" means services and supplies provided by an individual, group or an institution that is not a Network Provider.

25. Outpatient Surgical Facility. The term "Outpatient Surgical Facility" means an operating facility, either free-standing or Hospital-based, where outpatient surgery is performed and which provides an intermediate level of surgical care for procedures that are too complex to be done in a Physician's office, but do not require inpatient hospitalization.

26. Participant. The term "Participant" means an individual who is enrolled in and covered by this Plan.

27. Physician or Doctor. The term "Physician" or "Doctor" as used in the Plan means, depending on the context, a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.) or a Doctor of Dental Surgery (D.D.S). With respect to certain surgical procedures covered by the Plan, the term also means a Doctor of Podiatry (D.P.M.) or Doctor of Surgical Chiropody (D.S.C.) With respect to chiropractic treatments for neuromusculoskeletal conditions coming within the scope of his or her license, the term also means a Chiropractor (D.C.) .

28. Plan. For purposes of this Article I, the term "Plan" means the Health Incentive Plan set forth herein.

29. Plan Administrator. The term "Plan Administrator" means the entity described in Section II.B.

30. Primary Plan. The term "Primary Plan" means the benefits program that is determined to be obligated to pay first and to the full extent of its coverage for the incurred medical expense.

31. Reasonable and Customary Fee. The term "Reasonable and Customary Fee" means the usual fee which an individual Physician most frequently charges to the majority of his or her patients for a like service or procedure to be determined by the prevailing range of fees in an area charged by most Physicians of similar training and experience for a like service or procedure (including consideration of unusual circumstances or medical complications requiring additional time, skill, or experience). An area may be a municipality or, in the case of a large city, a subdivision thereof, or such greater area as is required to determine prevailing charges. Out-of-network benefit payment is made consistent with the reasonable and customary charge.

32. Stop-Loss. The term "Stop-Loss" means a dollar amount which, under the Plan, is the out-of-pocket maximum which includes only Deductibles and Co-Insurance, that a Participant or Family must pay annually. Covered medical expenses in excess of the applicable Stop-Loss amount shall be paid in full by the Plan as described herein.

33. Trust. The term "Trust" means the fund that is or may be established with a bank or trust company to be designated by the Employer or the Company to provide the benefit payments provided by the Plan.

34. Union. The term "Union" means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and it’s Local Union 1055L.

35. Utilization Review Agent. The term "Utilization Review Agent" means the entity appointed by the Plan Administrator to perform the functions of the Utilization Review Agent as set forth herein.

SECTION II. ESTABLISHMENT OF HIP NETWORKS.

A. PROVIDER AGREEMENTS

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

B. PLAN ADMINISTRATOR

1. In General. The Company shall be the Plan Administrator. The Plan Administrator is responsible for administration of the Plan.

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

C. IN-NETWORK SERVICES

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

D. OUT-OF-NETWORK SERVICES

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

E. CONTRACT ADMINISTRATOR

1. The Employer or the Company shall have the right, in accordance with the provisions of this Section II.E, to select, change or remove the Contract Administrator and to enter into such agreements with the Contract Administrator as the Employer or the Company deems appropriate.

2. The Employer or the Company shall fully consult with the International and Local Union prior to any selection, change or removal of the Contract Administrator. The Employer agrees:

(a) That any new Contract Administrator will provide Networks of at least the depth and breadth of Networks provided by the existing Contract Administrator; and

(b) That any new Contract Administrator's track record and contractual commitments regarding the quality of customer service, which the new Contract Administrator has historically provided and commits to provide, will be at least as good as that of the existing Contract Administrator.

3. If the Union believes that the Company or Employer has violated these commitments in its selection of a new Contract Administrator, then the dispute on this matter may be resolved through the grievance and arbitration provisions of Article XI of the CBA, omitting, however, all steps preceding presentation of the grievance to Labor Relations.

4. If any such grievance is taken to arbitration in accordance with Article XI, the arbitrator, insofar as it shall be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this paragraph. He or she shall have no authority to add to, subtract from or modify any provision of this agreement and his or her decision on any grievance properly referred to him or her pursuant to this agreement shall be binding upon the Employer and the Union.

SECTION III. ELIGIBILITY

A. TIME OF ELIGIBILITY

All Employees shall be eligible for participation in this Plan on the Effective Date, subject to the terms set forth herein. After the Effective Date, Employees at Network locations will be eligible to become covered as of the first day on which they are full-time Regular Employees following completion of thirty-one (31) days of credited service on a full-time basis with the Employer. If an Employee is not actively at work on a full-time basis for the Employer when he or she would otherwise become covered for benefits, the effective date of such coverage will be deferred until the first day thereafter on which he or she is actively at work. The foregoing shall not be construed to exclude Employees from coverage who are on vacation, who are on leave of absence for Union activities, who are working less than their standard shift, who are not actively at work because of a temporary disability or who are absent from work due to a health factor (as defined in 26 C.F.R. section 54.9802-1); nor shall it be construed to exclude from coverage Employees who return to work pursuant to the Settlement Agreement between the Employer and the Union effective on the Effective Date but who are permanently and totally disabled (within the meaning of Paragraph 3 of Article IV of Part I) at the time of their return to work (regardless of whether they have been determined to be totally and permanently disabled or satisfied the waiting period for a disability pension).

B. DEPENDENTS

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

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

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

C. ORGAN DONOR

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

SECTION IV. ENROLLMENT

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

SECTION V. SCHEDULE OF BENEFITS

A. CERTIFICATION.

1. Pre-Admission Certification. Benefits will be paid under either the In-Network or Out-of-Network schedule of Section II and Section V for covered charges and only if properly certified by the Utilization Review Agent. Such charges must be for services rendered to a Participant eligible for benefits under the Plan and such services must be covered charges described herein for the type of coverage (In-Network or Out-Of-Network) when applicable.

   (a) Non-Emergency Certification. Non-emergency medical or surgical admission to a Hospital as an inpatient will require pre-admission certification as to the need for confinement.

   (b) Pre-Admission Tests. Pre-Admission Testing (PAT) under an approved PAT program at the Hospital in which surgery is to be performed will be required on all inpatient Hospital admissions for non-emergency surgery.

   (c) Emergency Admission. Emergency admission will require notification to the Utilization Review Agent within 48 hours after the admission (or if longer, on the first business day following a weekend or holiday admission) and certification as to length of stay. When an emergency admission confinement does not exceed 48 hours, certification by the Contract Administrator will not be required.

   (d) Concurrent Review. Certification of a Hospital confinement admission will require concurrent review certification as to the continued need for confinement and length of stay.

(e) Certification Failure. When certification is required and the Utilization Review Agent does not grant such certification, expenses incurred which have not been certified by the Utilization Review Agent will be considered as non-covered and out-of-pocket expenses to the patient. The maximum amount of out-of-pocket expense described in this Section V.A.1. in any calendar year will be $250 per individual. This penalty will not apply towards the In-Network or Out-of-Network Deductible and Stop-Loss regardless of whether the In-Network or Out-of-Network Deductible or Stop-Loss provision has been satisfied during the calendar year.

2. Prospective Procedure Review. Benefits will be paid under either the In-Network or Out-of-Network schedule of Section II and Section V for covered charges only if properly certified by the Utilization Review Agent. Such charges must be for services rendered to a Participant eligible for benefits under the Plan and such services must be covered charges described herein for the type of coverage (In-Network or Out-of-Network) when applicable. This program works in conjunction with the Pre-Admission Certification program and does not replace it. The inpatient and outpatient surgical, diagnostic and therapeutic procedures included in this program are as follows (the "Schedule of Prospective Procedure Review"):

1. Magnetic Resonance Imaging (MRI)

2. Computerized Axial Tomography (CAT) scans

(a) Non-Emergency Certification. Non-emergency inpatient and outpatient surgical, diagnostic and therapeutic procedures described in the Schedule of Prospective Procedure Review will require certification as to the need and appropriate setting of the procedure.

(b) Certification Failure. When certification is required and the Utilization Review Agent does not grant such certification, expenses incurred which have not been certified by the Utilization Review Agent will be considered as non-covered and out-of-pocket expenses to the patient. The maximum amount of out-of-pocket expense described in this Section V.A.2. in any calendar year will be $250 per individual unless the procedure is done on an emergency basis or is done during a Hospital confinement for another primary unrelated medical condition. This penalty will not apply towards the In-Network or Out-of-Network Deductible and Stop-Loss regardless of whether the In-Network or Out-of-Network Deductible or Stop-Loss provision had been satisfied during the calendar year.

B. INPATIENT HOSPITAL CARE

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

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

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

No benefits will be payable unless the Hospital makes a charge for room and board, except as provided below.

2. Benefits. The following Hospital benefits will be provided:

(a) Room and Board. Room and board benefits will be paid (pursuant to the In-Network and Out-of-Network schedules) for certified and non-certified (subject to the applicable Co-Payment) days up to a maximum of 730 days for any one confinement, including intensive care. There will be no limit to the number of Hospital confinements for which benefits are paid if they are due to different causes, or if they are separated by a complete recovery or a period of 90 days, or in the case of an Employee, if they are separated by a return to full-time work.

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

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

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

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

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

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

1. BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

C. OUTPATIENT CARE

1. Benefits

(a) Diagnostic X-rays. Charges directly connected with X-rays or fluoroscopy for diagnostic purposes will be paid wherever performed when authorized by a Doctor, a Doctor of Dental Surgery, or a Doctor of Podiatry or Surgical Chiropody.

(b) Diagnostic Lab Tests. Charges made for diagnostic laboratory tests will be paid wherever performed when authorized by a Doctor.

(c) CAT/MRI Scans. Charges made for diagnostic Computerized Axial Tomographic (CAT) scans or Magnetic Resonance Imaging (MRI) scans wherever performed when authorized by a Physician.

(d) Other Medical Tests. Charges made for such medical tests as basal metabolism, electrocardiographs and electro-encephalograms will be paid wherever performed when authorized by a Physician.

(e) Outpatient Medical Care. Charges made by a Hospital for necessary medical care performed in the Hospital's outpatient department for treatment of a physical disorder not arising from an accident when authorized by a Physician. Such medical care shall include all the hospital-medical services and supplies and other charges described above and for emergency care following an accident.

(f) Radioactive Therapy. Benefits will be paid for charges made for X-ray, radium and radioactive isotopic therapy wherever performed when authorized by a Physician.

(g) Chemotherapy. Benefits are payable for necessary treatment through the use of chemotherapy under the direction of a Physician.

(h) Pre-Admission Testing. Benefits will be provided for Pre-Admission Testing at the Hospital in which the authorized surgery is to be performed.

(i) Emergency Room. Benefits will be paid for the treatment of injuries within 24 hours of an accident; for the treatment of disorders not arising from an accident, if

authorized by a Physician; and for sudden, serious illnesses which require Emergency Treatment.

(j) Other Emergency Care. Charges made by a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) for emergency care rendered in a medical facility or a Physician's office following an accident.

BENEFIT PAYMENT

FOR EMERGENCY ROOM VISITS:

■IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A $50 COPAYMENT

■OUT-OF-NETWORK COVERAGE

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

ALL OTHER OUTPATIENT SERVICES WILL BE COVERED AS FOLLOWS:

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

D. SURGERY

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

(a) Schedule of Surgical Operations-Podiatry. Surgical services performed by a Doctor of Podiatry (D.P.M.) or Surgical Chiropody (D.S.C.) (Podiatrist) acting within the scope of his or her license, which are described in the Schedule of Surgical Operations-Podiatry (Chiropody) contained in Appendix 1.

(b) Obstetrical Services. Obstetrical services for pregnancies of female Employees, Dependent children and wives of Employees.

(i) Birthing Center or Home Birth Services. Benefits will be provided at a qualified Birthing Center or for a home birth attended by a Physician or midwife for services and supplies normally covered as an inpatient.

(ii) Inpatient Maternity Services. Benefits will be provided for inpatient maternity the same as any other inpatient confinement, and for obstetrical services, for pregnancies of Employees or wives of Employees. Notwithstanding any other provision of the Plan, benefits under the Plan for any hospital length of stay of a mother or newborn child shall not be restricted to less than 48 hours following a normal delivery or 96 hours following delivery by cesarean section. Early discharge of less than 48 or 96 hours will be permitted if it is determined to be medically appropriate by the attending physician in consultation with the mother. Benefits under the Plan will be extended to hospital confinements in excess of 48 or 96 hours for a mother or newborn child if such confinement is determined to be Medically Necessary.

(c) Non-Operative Procedures in Lieu of Surgery. Non-operative procedures performed by a Physician in lieu of surgery.

(d) Administration of Anesthetics. The administration of anesthetics, except local infiltration anesthetic, other than in a Hospital in connection with surgical or obstetrical services for which benefits are provided under the Plan, when administered and billed by a Certified Registered Nurse Anesthetist or a Physician (other than the operating surgeon or his or her assistant) who is not an employee of, nor compensated by, a Hospital, laboratory or other institution.

(e) Preparation of casts, made of plaster and other synthetic molded materials, required for medical treatment.

(f) Outpatient Surgical Dressings. Special bandages, crutches, braces, trusses, and splints, including services related to the initial fitting and adjustment of these items, when provided and charged by a Hospital or other qualified personnel.

(g) Ambulatory Outpatient Surgery. Facility charge of a free standing ambulatory Outpatient Surgical Facility in connection with a surgical procedure for which benefits are payable under this Plan.

(h) Assisting Physician. When pre-certified surgical services are performed on an inpatient of a Hospital, benefits will also be provided for the services of a Physician who actively assists the operating surgeon in the performance of such surgical services when the type and complexity of the surgical service and the condition of the patient requires such assistance and when the Hospital does not have an approved intern or resident training program or a house officer or does not have surgical assistance routinely available as a service provided by a Hospital intern, resident or house officer.

(i) Sterilizations and Abortions. Vasectomies and tubal ligations and medically-necessary abortions.

2. Second Surgical Opinions. Benefits will be provided for examinations for second surgical opinions in connection with a non-emergency surgical procedure. A non-emergency surgical procedure is defined as a procedure which has been scheduled at the patient's or Physician's convenience without jeopardizing the patient's life or causing serious impairment to the patient's bodily functions.

3. Review of Certain Procedures. Certain non-emergency surgical procedures are deemed to be elective surgery and may require a review by the Utilization Review Agent in order to be eligible for maximum benefits under this Plan. These procedures are subject to Prospective Procedure Review as described in Section V.A.2.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

IF PERFORMED IN A DOCTOR'S OFFICE, ONE HUNDRED PERCENT (100%) OF ELIGIBLE CHARGES AFTER A $25 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN OR AN INTERNIST AND A $30 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST.

■ OUT-OF-NETWORK COVERAGE

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

E. PROFESSIONAL SERVICES

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

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

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

BENEFIT PAYMENT

■IN-NETWORK COVERAGE

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

■OUT-OF-NETWORK COVERAGE

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

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

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

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

BENEFIT PAYMENT

- IN NETWORK COVERAGE

  ONE HUNDRED PERCENT (100%) OF ELIGIBLE CHARGES AFTER A $25 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN OR AN INTERNIST AND A $30 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST .
  THERE IS ONLY ONE COPAYMENT PER VISIT.

- OUT-OF-NETWORK COVERAGE

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

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

   BENEFIT PAYMENT

   ■ COVERAGE

   IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO 30 VISITS PER YEAR WITH DIAGNOSTIC X-RAYS UP TO $100 PER YEAR

F. OTHER CONFINEMENTS

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

   BENEFIT PAYMENT

   ■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

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

BENEFIT PAYMENT

■ COVERAGE

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

G. WELL CARE

1. Pre-Natal Physician Visits. Benefits are provided for visits to a Doctor prior to the birth of a child.

2. Well Baby Care Prior To Age 2. Benefits will be provided for routine preventive care prior to age 25 months of a child while not confined in a Hospital.

3. Immunization of Children Prior To Age 17. Benefits will be provided for immunizations for preventive care of children prior to the age of 17.

4. Annual Pap Smear. Benefits are payable for a routine annual Pap Smear.

5. Annual Mammogram. Benefits are payable for routine annual mammograms for women over age 40.

6. Annual Prostate Examinations. Benefits are payable for routine annual prostate exams for men over age 40.

BENEFIT PAYMENT FOR SECTION V.G

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER

A $25 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN, OR AN INTERNIST AND A $30 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST.

■ OUT-OF-NETWORK COVERAGE

NO COVERAGE

H. REHABILITATION

1. Prescribed Physical Therapy. Benefits will be provided for physical therapy provided by a licensed physical therapist upon the written recommendation of a Physician. Benefits are for a maximum 60 visits in a calendar year.

2. Cardiac Rehabilitation Phase II. Benefits are payable for a maximum of 60 visits in a calendar year for cardiac rehabilitation Phase II which includes treatments which result from bypass coronary surgery or myocardial infarction (heart attack) in a monitored exercise program in a clinical setting for the following groups of high-risk patients who need careful monitoring during exercise:

(a) Angina patients failing to respond to any conventional therapies;

(b) Patients who fail to show expected spontaneous improvement normally seen with implementation of the cardiac rehabilitation program;

(c) Patients unable to maintain heart rate within the prescribed safety zone during exercise for whatever reason.

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

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

(a) Physician's letter of medical necessity

(b) Current history and physical exam findings, including surgeries

(c) Patient progress notes

(d) Initial and current evaluations from all providers

(e) Treatment schedule

(f) Hospital discharge summary

(g) All laboratory tests

Phase III cardiac rehabilitation is not covered by this Plan.

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

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

4. Outpatient Substance Abuse Treatment. Upon pre-authorization and review to be performed by the normal Network case management process, benefits are payable for group therapy and for individual therapy.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A $25 COPAYMENT FOR EACH GROUP THERAPY SESSION.

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

■ OUT-OF-NETWORK COVERAGE

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

I. MENTAL/NERVOUS DISORDERS

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK EXPENSES

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

2. Outpatient Treatment of Mental and Nervous Disorders. Upon pre-authorization and review to be performed by the normal Network case management process, benefits are payable for group therapy and for individual therapy.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A $25 COPAYMENT FOR EACH GROUP THERAPY VISIT

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

■ OUT-OF-NETWORK COVERAGE

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

J. HEARING, SPEECH THERAPY, AND ORAL SURGERY

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

BENEFIT PAYMENT

■ COVERAGE

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

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK SERVICES COVERAGE

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

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

BENEFIT PAYMENT

■ COVERAGE

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

K. MEDICAL SERVICES AND SUPPLIES

1. Medical Supplies and Durable Medical Equipment. Benefits will be payable for the purchase or rental of a wheelchair, hospital bed, iron lung, glucometer and similar equipment, provided, in the case of purchase, that the criteria below have been fulfilled:

(a)The use of such equipment is certified by the attending Physician to be Medically Necessary; and

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

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

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

■ OUT-OF-NETWORK COVERAGE

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

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

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A $10 PRESCRIPTION DRUG CO-PAYMENT THROUGH THE RETAIL PRESCRIPTION DRUG NETWORK OR $20 THROUGH THE MAIL ORDER PRESCRIPTION SERVICE.

■ OUT-OF-NETWORK COVERAGE

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

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

BENEFIT PAYMENT

■ COVERAGE

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

4. Ambulance (Local/Air). Benefits will be provided for ambulance service (a) to a Hospital from an accident scene or (b) upon written recommendation by a Physician, for transportation between Hospitals or Convalescent Nursing Units, or between home and a Hospital or Convalescent Nursing Unit. If an ambulance service is required because of a life-threatening accident or condition, it will be considered In-Network regardless of whether the ambulance service is a Network Provider.

BENEFIT PAYMENT

■ COVERAGE

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

5. Prescription Drug Benefits

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

(b) Benefits

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

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

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

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

(A) The dispensing fee for the covered prescription drug which the individual provider most frequently charges his/her customers for dispensing similar drugs, plus

(B) The actual cost of the covered prescription drug to the provider, plus

(C) Any applicable state sales tax for the covered prescription drug, less

(D) The applicable minimum Copayment or 20 percent of the cost, whichever is higher, of the A-rated generic prescription drug or brand name prescription if an A-rated generic prescription drug is not available. If a brand name prescription drug is dispensed when an A-rated generic prescription drug is available, the Participant is required to pay the minimum Copayment described in the preceding sentence plus the cost difference between the brand name and A-rated generic prescription drugs.

(c) Covered Prescription Drugs

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

(i) Injectable insulin, or any Prescription Legend Drug for which a prescription is required;

(ii) A compound medication of which at least one ingredient is a Prescription Legend Drug; and

(iii) Any other drug which under applicable state law may only be dispensed upon the prescription of a Physician;

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

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

(d) Exclusions

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

(ii) No benefit shall be payable for any medication or device which is to be used for contraceptive purposes, or for any therapeutic device or appliance (e.g., hypodermic needles, syringes, support garments and other non-medicinal substances).

(iii) No benefit shall be payable for the administration of any medication.

(iv) No benefit shall be payable for any medication for which the customary and usual charge is less than the applicable copayment.

(v) No benefit shall be payable for more than a 90 day supply of any medication, for any refill in excess of the number specified by the Physician, or for any refill dispensed after one year from the Physician's order.

(vi) No benefit will be paid for sexual dysfunction drugs

HIP COVERAGE

An annual deductible separate from medical will be applied to prescription drug benefits of $100 for individual and $200 for family.

■ IN-NETWORK COVERAGE

APPLICABLE COPAYMENTS	RETAIL PHARMACY	MAIL ORDER
A-Rated Generic Drug	$10.00	$20.00
Formulary Brand Drug	$25.00	$50.00
Non-Formulary Brand Drug	$40.00	$80.00
Maximum Days Supplied	30 Days	90 Days

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

IF A BRAND NAME PRESCRIPTION DRUG IS DISPENSED WHEN AN A-RATED GENERIC PRESCRIPTION DRUG IS AVAILABLE THE APPLICABLE COPAYMENT IS REQUIRED PLUS

THE COST DIFFERENCE BETWEEN THE BRAND NAME AND A-RATED GENERIC PRESCRIPTION DRUG.

■ OUT-OF-NETWORK COVERAGE

THE MINIMUM APPLICABLE RETAIL COPAYMENT OF $10.00 FOR A-RATED GENERIC PRESCRIPTION DRUG, $25.00 FOR A FORMULARY BRAND DRUG AND $40.00 FOR A NON-FORMULARY BRAND DRUG OR 20 PERCENT OF THE COST, WHICHEVER IS HIGHER; AND THE MINIMUM APPLICABLE MAIL ORDER COPAYMENT OF $20.00 FOR A-RATED GENERIC PRESCRIPTION DRUG, $50.00 FOR A FORMULARY BRAND DRUG AND $80.00 FOR A NON-FORMULARY BRAND DRUG OR 20 PERCENT OF THE COST, WHICHEVER IS HIGHER, OF THE A-RATED GENERIC PRESCRIPTION DRUG OR BRAND NAME PRESCRIPTION DRUG IF AN A-RATED GENERIC PRESCRIPTION DRUG IS NOT AVAILABLE. IF A BRAND NAME PRESCRIPTION DRUG IS DISPENSED WHEN AN A-RATED GENERIC PRESCRIPTION DRUG IS AVAILABLE THE APPLICABLE COPAYMENT OR 20 PERCENT OF THE COST, WHICHEVER IS HIGHER, OF THE A-RATED GENERIC PRESCRIPTION DRUG PLUS THE COST DIFFERENCE BETWEEN THE BRAND NAME AND A-RATED GENERIC PRESCRIPTION DRUG IS REQUIRED.

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

SECTION VI. EXCLUSIONS AND LIMITATIONS

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

1. Non-Compliance with Pre-Certification Procedures. Charges that would otherwise have been payable under this Plan if the Participant had followed the required procedures for:

   Pre-Admission Certification

   Concurrent Review After Admission

   Pre-Admission Testing

   Weekend Admissions

   Prospective Procedure Review

2. Workers' Compensation. Charges included in connection with an accident or sickness arising out of, or in the course of, any employment for wage or profit, or disease covered by a workers' compensation law or similar legislation.

3. Check Up Examinations. Charges for medical examinations for "check up" purposes when not incident and necessary to the treatment of an illness, except as otherwise provided for herein.

4. Cosmetic Surgery. Charges incurred in connection with remedying a condition by means of cosmetic surgery unless such condition is the result of accidental bodily injury sustained while a Participant. Notwithstanding any other provision of the Plan, in the event that a Participant undergoes a mastectomy that is covered by the Plan and such Participant elects breast

reconstruction in connection with such mastectomy, coverage for reconstruction of the breast on which such mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses and the cost of physical complications at any stage of the mastectomy, including lympedemas, in a manner determined in consultation with the attending physician and the patient, shall be provided under this Plan.

5. Government Facility. To the extent permitted by applicable law, charges incurred during confinement in a Hospital owned or operated by the United States Government or agency thereof, charges for services, treatments or supplies furnished by or for the United States Government or any agency thereof, and charges incurred during confinement in a Hospital owned or operated by a state, province or political subdivision unless there is an unconditional requirement to pay these last mentioned charges without regard to any rights against others, contractual or otherwise.

6. Act of War. Charges incurred in connection with illness due to an act of war, including but not limited to, any war declared or undeclared, and armed aggression resisted by the armed forces of any country, combinations of countries or international organization, if such act occurs while the Participant is a covered individual.

7. Mouth Conditions. Charges for Physician's services in connection with mouth conditions due to periodontal or periapical disease, or involving any of the teeth, their surrounding tissue or structure, the alveolar process or the gingival tissue, unless the charges are for treatment in connection with eligible dental surgical procedures.

8. Flat Feet. Charges for Physician's services in connection with weak, strained or flat feet, any instability or imbalance of the foot or any metatarsalgia or bunion, unless the charges are for an open cutting operation or services provided by a Doctor of Medicine or a Doctor of Osteopathy.

9. Corns, etc. Charges for Physician's services in connection with corns, calluses or toenails, unless the charges are for the partial or complete removal of nail roots or for services prescribed by a Doctor (M.D. or D.O.) who is treating the patient for a metabolic or peripheral-vascular disease.

10. Medicare and Government Coverage. Charges incurred for services, treatment and supplies in connection with an illness of a covered individual, to the extent such services, treatments and supplies, or payment of such charges, or any benefit for or in connection with such charges, services, treatments or supplies, is provided for the covered individual under or by any law or plan of any government or political sub-division (including but not limited to Medicare and Medicare Part B benefits).

11. Sterilization Reversal. Charges for sterilization reversal procedures.

12. Certain Confinements. Expenses for confinement in any institution or any part of any institution which is not a Hospital, Hospice or Convalescent Nursing Unit.

13. Self-Inflicted Injuries. Charges for intentionally self-inflicted injuries or charges incurred for medical care resulting from the commission of a serious crime.

14. Charges for Completing Forms. Charges for completing claim forms.

15. T.V. or Telephone. Personal comfort, entertainment or convenience items, such as television or telephone use while hospitalized.

16. Custodial Care. Charges for custodial care.

17. Certain Eye and Hearing Care. Charges for eye refractions or examinations for the fitting of glasses or hearing aids.

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

B. LIMITATIONS

1. Duplication of Benefits. The benefits provided by the Employer under this Plan shall be reduced when and to the extent they are hereafter duplicated or supplemented, in whole or in part, by federal or state statute or by payments made under any "No Fault" auto insurance. Refer also to Section IX., Coordination of Benefits.

2. Medically Necessary Abortions. The benefits under this Plan shall apply only to abortions that are Medically Necessary, that is, where the life of the mother would be endangered if the pregnancy continued, and medical complications arising from an abortion.

3. Medically Necessary Services. Coverage hereunder excludes charges for any service or supply which is not Medically Necessary for the care of the patient's sickness, injury or condition.

SECTION VII. EMPLOYEE PAYMENTS

A. DEDUCTIBLES

1. Annual Individual Deductible. The amount of the annual individual In-Network Deductible is $100 and Out-of-Network Deductible is $250, as set forth throughout the Plan.

2. Deductible Carryover. There are no Deductible carryovers applicable to a subsequent Benefit Year.

3. Maximum Annual Family Deductible. The maximum annual family In-Network Deductible is $200 and Out-of-Network Deductible is $750, as set forth throughout the Plan.

4. Charges in excess of the Reasonable and Customary Fee shall not apply to the applicable Deductible.

B. COPAYMENTS

Copayments are $25, $30, and $50 as set forth throughout the Plan.

C. CO-INSURANCE

Co-Insurance is 90% for In-Network and 70% for Out-of-Network as set forth throughout the Plan.

D. STOP-LOSS

The individual In-Network Stop-Loss per year is $1,000. The Family In-Network Stop-Loss per year is $2,000. The individual Out-of-Network Stop-Loss per year is $3,000. The Family Out-of-Network Stop-Loss charge per year is $6,000. Charges in excess of the Reasonable and Customary Fee shall not apply to the applicable Stop-Loss.

E. LIFETIME PLAN MAXIMUMS

The lifetime maximum of $1,500,000 of benefits will be payable with respect to all covered expenses incurred for all conditions during the entire duration of coverage for any one covered individual.

F. EMPLOYEE PREMIUMS

Weekly premiums of $11 for single coverage, $21 for employee plus spouse, $20 for employee plus child(ren), and $34 for family coverage

SECTION VIII. CLAIMS

A. PROOF OF CLAIM

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

B. INITIAL CLAIM DETERMINATION

All claims of Employees for benefits under the Plan, including those claims for benefits that require notification or approval prior to receiving medical care, shall be filed and processed in accordance with procedures established by the applicable Contract Administrator. The claims procedures of each Contract Administrator that are applicable to the Plan are hereby incorporated by reference.

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

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

B. LEGAL ESTOPPEL

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

C. REPAYMENT OF IMPROPER CLAIMS

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

D. PROPER DATING

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

E. GRIEVANCE PROCEDURE

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

F. SUBROGATION AND REIMBURSEMENT

1. In the event a Participant is legally entitled to recover all or a portion of the cost of a service or a prescription drug covered by this Plan from a third party, the Employer will, upon making payment under this Plan, succeed to any rights of recovery the Participant may have or acquire (with respect to such service or prescription drug) against any individual or organization except insurers of individual hospital, surgical or medical policies issued to the Participant.

2. Participants, by acceptance of such benefit payments, agree to furnish such information and assistance and execute such assignments and other instruments as the Employer may reasonably request to facilitate enforcement of the successor rights of the Employer. Participants shall take no action prejudicing such rights of the Employer.

3. An Employee who is required to appear and defend against a civil action involving this subrogation provision shall be compensated for time lost from his or her regular scheduled shift. The rate of pay shall be the Employee's "average hourly earnings" (as determined pursuant to Part II, Article IV).

4. In the event a Participant recovers all or a portion of the cost of a service or a prescription drug covered by this Plan from a third party or first party insurer, the Employer shall have the right to

reimbursement from the Participant for all sums which the Employer may pay or has paid under this Plan. In such event, the Employer shall be entitled to require from such Participant a reimbursement agreement (in a form to be provided by the Plan Administrator) to the extent of any payments so made. If such Participant fails to execute a reimbursement agreement as directed by the Plan Administrator or fails to reimburse the Plan, such Participant's benefits under this Plan shall terminate immediately upon such failure.

SECTION IX. COORDINATION OF BENEFITS

A. NON-DUPLICATION OF BENEFITS

1. Non-Duplication. There will be no duplication of benefits from this Plan and other group medical benefit plans in those cases where the total payments would exceed total covered expenses.

2. Where There Is Duplication. When there is duplicate coverage, benefits will be determined as follows:

(a) Other Than As A Dependent. The benefits of a plan that cover a person as other than a Dependent shall be determined before the benefits of a plan that cover the person as a Dependent.

(b) Employee. The benefits of a plan that cover the person as an Employee or as a Dependent shall be determined before the benefits of a plan that cover the person as a retiree or as a Dependent of a retiree.

(c) Husband/Wife. In those cases where both husband and wife are employed, the program of the parent whose birthday (month and day only) falls earlier in the calendar year will be considered primary, and the parent whose birthday (month and day only) falls later in the calendar year will be considered secondary with respect to the Dependent children of the husband and wife. If the husband and wife have the same birthday (month and day only) the program covering the parent longer is primary and the program covering the other parent for the shorter time is secondary. When the program of the Employee's spouse does not determine primary coverage for Dependent children based on birthday, the program covering the husband as an Employee will be considered as primary with respect to the husband and his Dependent children. The program covering the wife as an Employee will be considered as primary with respect to the wife except that:

(i) Divorced/Not Remarried. In the case where parents are separated or divorced and the parent with custody of Dependent children has not remarried, the Dependent coverage of the parent with custody of the children will be primary to the Dependent coverage of the parent without custody.

(ii) Divorced/Remarried. In the case where parents are separated or divorced and the parent with custody of Dependent children has remarried, the Dependent coverage of the parent with custody of the children will be primary to the Dependent coverage of the step-parent. The Dependent coverage of the step-parent will be primary to the Dependent coverage of the parent without custody.

(iii) Court Decree. Notwithstanding (i) and (ii) above, if there is a court decree which establishes financial responsibility for the medical care expenses with respect to Dependent children, the Dependent coverage of the parent with such financial responsibility will be primary.

(d) More Credited Service. When (a), (b) or (c) above does not establish an order of benefit determination, the benefits of a plan sponsored by an employer with which an Employee has more credited service shall be determined before the benefits of a Plan sponsored by an employer with which an Employee has less credited service.

3. Plan Silent On Duplication. If a plan does not contain a non-duplication or coordination of benefits provision, the benefits of that plan shall be determined before the benefits of the plan which contains such a provision, regardless of the order of benefit determination stated above. When this Plan is determined to be the Primary Plan, full payment of the benefits of this Plan will be made without regard to the benefits of the other group plans.

4. When This Plan Is Not Primary. When this Plan is determined not to be the Primary Plan, this Plan will determine benefits on remaining expenses, which are eligible covered expenses under the Plan, after benefits have been determined by the Primary Plan. This Plan will process benefits on the eligible balance unpaid by the Primary Plan and determine benefits taking in consideration all Plan provisions, such as Deductibles, Copayments and Co-Insurance. When such other group program has been determined to be the Primary Plan, the payment allowable under this Plan for any service covered by the Plan will be determined as follows:

(a) Primary Plan Payment. First, a calculation will be made to determine the amount that would be payable had this plan been primary for such service under the Plan;

(b) Payment Deducted. Second, from such calculation, the amount payable under such other group program will be deducted;

(c) Balance Payment. Third, the balance determined in (b) will be paid under this Plan

5. Dependents Of Male Employee. In those cases where an Employee and his or her spouse are both employed by the Employer and eligible for coverage under the Plan, all eligible Dependent children should be covered as Dependents of the male. This assignment of Dependents will not deprive eligible children of coverage by reason of death of the male or termination of his coverage.

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

For purposes of company-sponsored flexible benefit programs of other employers, an individual will be considered "entitled to coverage" within the meaning of the preceding paragraph whenever hospital-surgical-medical coverages were available and such coverage was not elected.

6. Release Of Information. The Employer has the right to release to or obtain from any other organization or person any information that is deemed to be necessary for the purpose of administering this Section IX.

7. Recovery of Excess Payments. The Employer may recover any amounts it has paid in excess of the maximum necessary at any time to satisfy the intent of this Section IX from the person to, or for, or with respect to whom such payments were made, or from any other insurance company or other organization.

COORDINATION OF BENEFITS WITH MANAGED CARE PLANS

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

SECTION X. TERMINATION OF COVERAGE

A. TERMINATION OF COVERAGE

Coverage under this Plan will automatically terminate as follows:

1. Termination of Employment. The Employee ceases to be a member of the class of Employees eligible for benefits because of termination of employment (as defined in Section X.B.) or for any other reason.

2. Dependent No Longer Covered. With respect to a qualified Dependent, such Dependent ceases to be a qualified Dependent.

3. Coverage After Termination. All coverage will terminate when employment with the Employer terminates except as follows (provided that applicable contributions are paid):

   (a) Disability Began Before Termination. Subject to Section X.D., coverage under this Plan for an Employee or eligible Dependent will be extended for a maximum of three (3) months following termination of coverage to cover a Hospital confinement or an operation resulting from a continuous total disability which began while the coverage was in effect.

   (b) 19 Years Or More. Subject to Section X.D., coverage will be extended for ninety (90) days for an unmarried Dependent child age 19 or over who was a full-time student and whose coverage under the Plan has terminated and for whom no other health benefits plan of any type is in effect.

   (c) Dependent Coverage After Employee's Death. Subject to Section X.D., coverage will be extended for three (3) months for the spouse and/or eligible Dependent children of an Employee who dies and who, as of the date of death, had in effect the coverage provided under this Plan. Coverage can be continued for an additional twenty-one (21) month period by paying contributions directly to the Employer at rates established by the Plan Administrator.

B. TERMINATION OF EMPLOYMENT

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

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

1. Leave of Absence

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

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

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

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

2. Layoff. Employees who have more than one year of credited service will, at the time of layoff, be entitled to one month of coverage under this Plan (up to a maximum of 12 months) for each two months they have been continuously employed by the Employer

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

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

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

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

C. CONTINUATION OF COVERAGE

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

1. Cost. The cost of such coverage shall be (a) 102% of the cost to the Employer for such coverage (as such cost is calculated by the Employer pursuant to COBRA), less any subsidy provided pursuant to the American Recovery and Reinvestment Act of 2009 and, (b) in the case of a Participant who becomes disabled (as described in Section X.C.4(c)), 150% of such cost for the 19th through the 29th month of coverage, less any subsidy provided pursuant to the American Recovery and Reinvestment Act of 2009.

2. Qualifying Events

(a)Reduction of Hours or Termination of Employment. An Employee may elect to continue coverage at his or her own expense for a period of eighteen (18) months if he or she loses coverage due to a reduction in his or her hours of employment or due to termination of employment with the Employer for a reason other than gross misconduct on the part of the Employee.

(b) Loss of Coverage. A Dependent can elect to continue coverage at his or her own expense for a period of 36 months if he or she loses coverage for any of the following reasons:

(i) Termination of Employee. Termination of the Employee's employment with the Employer (for reasons other than gross misconduct of the Employee) or for a reduction in the Employee's hours of employment.

(ii) Death of Employee.

(iii) Divorce. Divorce or legal separation of the Employee and his or her spouse.

(iv) Employee Becomes Eligible for Medicare.

(v) Ineligible Child. In the case of a Dependent child, the child ceases to be eligible for coverage under the Plan.

3. Disabled Participants. If the Social Security Administration determines within the eighteen (18) month period that the Employee or a Dependent was disabled at the time of the Employee's termination of employment or reduction in hours, or at anytime during the first sixty (60) days of continuation coverage, the Employee or Dependent shall have the right to continue coverage for an additional 11 months for a total of 29 months subject to the provisions of Section X.C.4(a).

4. Notwithstanding the foregoing provisions of this Section X.C.4., however, continuation coverage shall terminate prior to the expiration of the applicable 18, 29 or 36 month period upon the occurrence of any of the following events:

(a) Premium Non-Payment. The premium for coverage is not paid within thirty (30) days of the date the premium is due.

(b) Covered By Another Plan. The person receiving continuation coverage becomes covered under another group health plan with no pre-existing condition limitation or exclusion. For plan years beginning on or after June 30, 1997, however, a pre-existing exclusion or limitation in the other group health plan will not prevent COBRA continuation coverage from being terminated if the exclusion or limitation does not apply (or is otherwise satisfied) due to the applicable group health plan portability, access and renewability provisions of the Health Insurance Portability and Accessibility Act.

(c) Medicare Eligibility. The person receiving continuation coverage becomes eligible for Medicare.

(d) Employer No Longer Provides Coverage. The Employer (and other members of its controlled group) no longer provides any group health plan to any Employee.

5. Election To Continue Coverage. The election to continue coverage must be made within sixty (60) days after the Employee and/or Dependent(s) have received from the Plan Administrator a notice that indicates that one of the events listed in Section X.C. 2 has occurred and that describes the election procedure. The Employee and/or Dependent(s) must notify the Plan Administrator if the Employee is divorced or legally separated or if a Dependent child ceases to be eligible for coverage. No COBRA continuation coverage will be provided if the Employee and/or Dependent does not send such notice to the Plan Administrator within sixty (60) days after the later of (a) the date of the divorce, legal separation or termination of eligibility or (b) the date when coverage would terminate because of the divorce, separation or termination of eligibility. The Employee and/or Dependent(s) must pay the contribution amount for coverage within the time period specified in the notice from the Plan Administrator.

6. The COBRA continuation coverage provisions of this Section X.C. are intended to comply with Sections 601-608 of the Employee Retirement Income Security Act, as amended from

time to time, and the American Recovery and Reinvestment Act of 2009, and the COBRA continuation coverage provisions in this Section shall be interpreted accordingly.

D. EFFECT OF TERMINATION OF AGREEMENT

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

SECTION XI. MISCELLANEOUS

A. GOVERNMENT COMPLIANCE

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

B. EMPLOYMENT AFTER AGE 65

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

C. MISTAKE OF FACT

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

D. CONSTRUCTION OF PLAN

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

APPENDIX 1

SCHEDULE OF SURGICAL PROCEDURES

PODIATRY

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

INCISION

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

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

EXCISION

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

SUTURE

Primary, secondary or delayed suture of wounds.

APPENDIX 1

SCHEDULE OF SURGICAL PROCEDURES

PODIATRY

REPAIR

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

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

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

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

APPENDIX 2

SCHEDULE OF ORAL SURGICAL PROCEDURES

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

TREATMENT OF COMPOUND FRACTURES

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

REDUCTION OF DISLOCATIONS

Closed reduction of dislocation, temporomandibular joint	21480

ARTICLE II

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

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

SECTION I

ELIGIBILITY AND ENROLLMENT

A. Employee Eligibility

Regular full-time Employees of the Employer who are classified by the Employer as hourly-rated and who are represented by the Union.

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

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

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

B. Enrollment

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

SECTION II

CONTRIBUTIONS

A. Contributions to the Supplemental Account

1. A Participant may elect to designate an amount of wages ranging from five dollars ($5.00) to four hundred sixteen dollars and sixty-seven cents ($416.67) per month for the months of January through December (the "Plan Year") for contribution to his Supplemental Health Care Expense Account ("Supplemental Account"). The elected contribution shall be deducted on a pro-rata basis from the Participant's weekly pay. The portion of the Participant's monthly earnings which is contributed to the Supplemental Account will be an amount which is not subject to federal, state, city or FICA income taxation provided that current law and regulations permit such exemption.

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

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

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

SECTION III

APPLICATION OF SUPPLEMENTAL ACCOUNT FUNDS

A. Application

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

1. Payment of deductibles under the Health Incentive Plan or any other medical or dental expense benefits plan in which the Employee participates, including the deductibles under the Vision Care Benefits and Prescription Drug Benefits.

2. Payment of co-payments or co-insurance amounts under the Health Incentive Plan or any other medical or dental expense benefits plan in which the Employee participates.

3. Any other medical expenses of the Employee or his dependents that are deductible under section 213(d) of the Internal Revenue Code (determined without regard to the adjusted gross income limitation of section 213(a) of the Internal Revenue Code) or expenses for "over the counter" medicines and drugs which are legally procured for the purpose of medical care.

B. Claiming Reimbursement

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

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

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

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

(i) equals the total contributions which the Participant will make to the Plan for the Plan Year if the participant's Participation in the Plan is not terminated in accordance with Section IV.A.2, and

(ii) equals the amount of benefits previously received under the Plan by the Participant for such Plan Year.

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

Notwithstanding the preceding provisions of this Section III, effective for Plan Years commencing on and after January 1, 2005, qualified expenses incurred during the "grace period" (as hereinafter defined) following the end of a Plan Year may be reimbursed from contributions in a Participant's Supplemental Account that remain unused at the end of the Plan Year immediately preceding the grace period, as provided in Internal Revenue Service Notice 2005-42 and any related Internal Revenue Service guidance that may be issued. Such reimbursements shall be made only to the extent that they are in accordance with such Notice, guidance and administrative procedures adopted by the Akron Benefits Administration Department for the purpose of implementing such Notice and guidance. The term "grace period" as used in this paragraph means the period

commencing on January 1 and ending on March 15 of a calendar year.

Reimbursements from the Supplemental Account will be made only to the Participant, or, if the Participant has died, to the Participant's beneficiary as recorded under the Employer's group life insurance plan, unless otherwise designated on the Supplemental Health Care Expense Account Enrollment Form, in the event of the Participant's death.

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

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

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

SECTION IV

Dependent Care Expense Account:

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

SECTION V

TERMINATION AND RE-ENROLLMENT

A. Termination of Supplemental Account

1. A Supplemental Account will be automatically terminated upon December 31 of each year. It will be necessary that each Participant re-enroll for the Supplemental Health Care Expense Account effective January 1 of each year. To re-enroll, a newly completed Supplemental Health Care Expense Account Enrollment Form must be received by the Human Resources Department no later than December 1 of the previous year.

2. A Supplemental Account will also be terminated upon the date that:

   (a) the Participant ceases to be a member of the eligible class of Employees to participate in the Plan as described in Section I.

   (b) the Participant terminates active employment with the Employer.

(c) except to the extent otherwise required by applicable law in the case of an Employee who is on unpaid leave pursuant to the Family and Medical Leave Act, the Participant is no longer receiving pay, because of such reasons as leave of absence from work or absence due to illness or injury.

3. In the event a Participant's participation in the Supplemental Health Care Expense Account is terminated for any of the reasons described in Section IV.A.2., such Participant may submit claims for benefits in accordance with Section III for reimbursable expenses incurred during the Plan Year in which his participation ceases. Such claims must be submitted by the May 20th following the end of such Plan Year. With respect to expenses incurred after his participation in the Plan has terminated, such Participant shall not be reimbursed for amounts in excess of the amounts which the Participant actually contributed to the Plan for such Plan Year prior to termination of his participation in the Plan, reduced by reimbursements he received before his participation terminated.

SECTION VI

MISCELLANEOUS

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

B. Government Compliance

The Plan may be appropriately modified to accommodate federal, state or municipal statute or regulation.

C. All claims of Employees for benefits under the Plan shall be filed with the Company's Benefits Department. Any claim that is wholly or partially denied by the Benefits Department may be taken up as a grievance under the grievance procedure provided for under the CBA at the Labor Relations Department level.

ARTICLE III

Vision Care Benefits

Effective on the Effective Date and for the duration of this Pension and Insurance Agreement thereafter, the Employer will provide the following vision care benefits (the "Plan" for purposes of this Article III for those eligible Employees and their dependents who are covered by the Health Incentive Plan set forth in Article I. Employees actively at work on the Effective Date will be covered on such date providing they have attained thirty-one (31) days' continuous service credit on such date and they are covered by the Health Plan set forth in Article I. Employees who are on vacation, leave of absence for Union activities granted to those Employees by a Local Union in an official or a representative capacity, who are working for the Employer but less than their standard work shift or who are not at work because of a temporary disability shall be deemed, for the purpose of this Paragraph, to be actively at work on such date. All other Employees will become covered in accordance with Article I. The Employer may arrange with the Company to provide the Plan benefits under a plan maintained by the Company, but in no event shall the Company or any other member of the Controlled Group (other than the Employer) be liable for the benefits under this Article III. The Employer shall be solely responsible for the benefits under this Article III .

(a) Benefits.

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

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

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

Reimbursement Schedule

Professional Fees	
Vision Examination	$ 60.00
Materials	Pair
Single Vision	$ 79.00
Bifocals	$ 95.00
Trifocals	$120.00
Lenticular	$140.00
Frames	$ 70.00
Contact Lenses	
In lieu of all other Plan benefits	
Necessary	$195.00
Cosmetic	$120.00

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

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

(b) Covered Vision Care Services

The vision care services covered by this Article III are:

(i) Vision Examination. Benefits shall be payable for a vision examination only when performed by a participating or non-participating ophthalmologist or optometrist. Payment of such benefits shall be limited to one such vision examination for each Participant in any period of twenty-four (24) consecutive months, except that if a subsequent vision examination is performed within such twenty-four (24) month period for which benefits are payable for a lens or set of lenses by reason of the exception to the limitation of benefits for a lens or lenses as provided in Subparagraph (ii) below, then such vision examination shall be considered a covered vision benefit.

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

considered a covered vision benefit.

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

(iv) Contact Lens or Lenses.

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

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

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

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

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

(c) Limitations.

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

- Oversize lenses;
- Blended lenses;
- Progressive multifocal lenses;
- A frame that costs more than the Plan allowance;
- Contact lenses, except as specifically provided elsewhere herein;
- Photochromic, tinted, coated or laminated lenses (other than pink #1 or #2);

- Cosmetic lenses or optional cosmetic processes; and
- UV protected lenses.

(d) Exclusions.

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

(i) Orthoptics or vision training or subnormal vision aids.

(ii) Lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise provided for.

(iii) Medical or surgical treatment of the eyes.

(iv) Eye examinations or corrective eye wear required by an Employer as a condition of employment.

(v) Services or materials for which the Participant may be compensated under any workers' compensation law or other employers' liability laws regardless of jurisdiction; or services for which the Participant, without cost, can obtain the needed care from any federal, state, county, municipality, or special district organization or agency.

(vi) Two pairs of glasses in lieu of bifocals.

(vii) Plano lenses (non-prescription).

(viii) Services or materials rendered or supplied Out-of-Network more than six months prior to the submission of a claim therefor.

(e) Termination.

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

(f) Claims and Appeal Procedures.

Any Employee who believes that he is entitled to receive a benefit under this Article V shall file a claim in writing with the third party administrator engaged by the Company to administer the Plan provided for in this Article III. If after the claims and appeals procedures of such administrator (which procedures are hereby incorporated by reference) are exhausted the claim is wholly or partially denied, the Employee may appeal the decision to the Pension Board by following the procedures set forth in Article I, Section VIII.B.1. Adverse decisions made by the Pension Board may be taken up as a grievance under the procedures provided in Article I, Section VIII. E.

ARTICLE IV - Basic Life Insurance

Payable to your beneficiary in the event of your death from any cause in the amount of $45,000 For retirements occurring before May 9, 2001 basic life benefits reduce at retirement to a minimum of $3,000 in 30 equal monthly installments. For retirements occurring after May 9, 2001 basic life benefits reduce at retirement to a minimum of $5,000 in equal monthly installments.

Accidental Death and Dismemberment Insurance (AD&D):

The Principle Sum is payable for loss of life or loss of more than one member. One half the Principal Sum is payable for loss of one member. One fourth of the Principal Sum for loss of thumb or index finger on either hand.

Principal Sum $45,000

Accidental Death and Dismemberment Insurance (AD&D) terminates at retirement.

ARTICLE V - Weekly Disability Insurance (Non-Occupational)

Benefits will be payable from the latter of the fourth day of disability or the second normal working day missed, or the first day of hospital confinement as a registered bed patient and are payable up to 52 weeks during any one period of disability due to injury or sickness.

Weekly Benefits will be provided as follows:

Plant Service Employees $225 per week

Maintenance Employees $370 per week

Weekly Disability will terminate at age 75 or retirement, whichever occurs first.

PART III

Savings Plan

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

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

(1) Account: A Participant's entire account in the Plan, consisting of his Deferred Salary Contributions Account, Roth Contributions Account, Rollover Contributions Account, Transfer Account, Matching Employer Contributions Account and Additional Employer Contributions Account.

(2) *Reserved.*

(3) *Reserved.*

(4) -The Administrative Committee or Committee: The Administrative Committee provided for in Section 7.2, which is also known as the Company's Pension Board. The members of such Committee are herein sometimes called "Committeemen".

(5) Administrator or Plan Administrator: The Administrator of the Plan, as defined in ERISA section 3(16)(A) and Code section 414(g), shall be the Company, which may delegate all or any part of its powers, duties and authorities in such capacity (without ceasing to be the Administrator of the Plan) as hereinafter provided.

(6) Beneficiary: A Participant's Spouse or, if he has no Spouse or his Spouse consents (in the manner hereinafter described in this Subsection (6)) to the designation hereinafter provided for in this Subsection (6), such person or persons other than, or in addition to, his Spouse as may be designated by a Participant as his death beneficiary under the Plan. Such a designation may be made, revoked or changed only by an instrument (in form acceptable to the Administrative Committee) which is signed by the Participant, which includes his Spouse's written consent to the action to be taken pursuant to such instrument (unless such action results in the Spouse being named as the Participant's sole Beneficiary), and which is filed with the Administrative Committee before the Participant's death. A Spouse's consent required by this Subsection (6) shall be signed by the Spouse, shall designate a Beneficiary (or a form of benefits) which may not be changed without spousal consent (unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), shall acknowledge the effect of such consent, shall be witnessed by a notary public and shall be effective only with respect to such Spouse. At any time when all the persons designated by the Participant as his Beneficiary have ceased to exist, his Beneficiary shall

be his Spouse or, if he does not then have a Spouse, the Participant's estate. If a Participant has no Spouse and he has not made an effective Beneficiary designation pursuant to this Subsection (6), his Beneficiary shall be his estate. For purposes of the Plan, (a) a person shall be the "Spouse" of a Participant if such person and the Participant are married at the relevant time, (b) the term "Spouse" shall be defined as it is defined for purposes of Federal law in the Federal Defense of Marriage Act of 1996, and (c) the term "marriage" and "married" shall refer only to marriage as defined in such Act.

(7) Board: The Board of Directors of the Company.

(8) Code: The Internal Revenue Code of 1986, as it has been and may be amended from time to time and any successor United States taxing or revenue law.

(9) Company: Bridgestone Americas, Inc.

(10) Compensation Reduction Agreement: A qualified cash or deferred arrangement pursuant to which an Employee agrees to reduce, or to forego an increase in, his Eligible Earnings and his Employer agrees to contribute the amount so reduced or foregone to the Plan as a Deferred Salary Contribution, as a Roth Contribution, or partly as a Deferred Salary Contribution and partly as a Roth Contribution, as elected by the Member.

(11) Continuous Service: The period of time, between the Employment Commencement Date of a Member and his most recent Severance Date. Periods of employment are aggregated on the basis that 12 months of employment equals one year and each additional 30 days equals one-twelfth of a year. Notwithstanding any other provision of this Plan, to the extent required by section 414 of the Code, service as an employee of any Controlled Group Member will be counted as Continuous Service in the same manner as if it was service with the Employer.

(12) Contribution Period: If the Participant (i) is paid semi-monthly, the period which ends on the 15th or last day of each month unless such day is not a working day at the location of his employment in which case the next preceding working day, (ii) is paid weekly, the period of one week which ends on the day he is customarily paid or (iii) is paid monthly, the period of one calendar month.

(13) Controlled Group: The Company and any and all other corporations, trades and/or businesses, the employees of which together with Employees of the Company are required, by the first sentence of subsection (b) or by subsections (c), (m) or (o) of section 414 of the Code, including regulations prescribed by the Secretary of the Treasury thereunder, to be treated as if they were employed by a single employer. The Controlled Group shall also include, with respect to any "leased employee" (within the meaning of section 414(n) of the Code) of any member of the Controlled Group as determined under the preceding sentence, any "leasing organization" (within the meaning of such section) which provides any leased employees to any such Controlled Group Member, but only during the time that such leasing organization provides such leased employees. Each corporation or unincorporated trade or business that is or was a member of the Controlled Group shall be referred to herein as a "Controlled Group Member", but only during such period as it is or was such a member.

(14) Deferred Salary Contribution: The amount of before-tax contributions which the Employer is required to contribute pursuant to a Compensation Reduction Agreement, and which are excludable from the gross income of the Member pursuant to section 402(e)(3) of the Code. Except as otherwise specifically provided in the Plan, the term

"Deferred Salary Contributions" shall include Catch-up Deferred Salary Contributions, as defined in Section 3.6 of the Plan.

(15) Deferred Salary Contributions Account: A Member's Account reflecting Deferred Salary Contributions made for him and earnings thereon, subject to the provisions of Section 5.2.

(16) Disability or Disabled: Physical or mental inability of a permanent nature which lasts for at least six months.

(17) Effective Date: As defined in the recitals to this Pension and Insurance Agreement.

(18) Eligible Earnings: The entire amount of compensation paid, or which would have been paid except for the provisions of the Plan, to the Employee during any period by reason of his employment, including overtime and vacation pay, as recorded in the records of his Employer, but excluding any imputed income, any accident and sickness benefits, any supplemental unemployment benefit payments, any payments under plans imposed by governments other than the United States, any payments made for transportation, or any special allowance. The Eligible Earnings of an Employee taken into account for any purpose under the Plan for any year shall not exceed the limitation in effect for such year under section 401(a)(17) of the Code.

(19) Employee: Any employee, excluding "leased employees" and individuals who are treated as employees of an Employer pursuant to regulations under section 414(o) of the Code, who (i) is represented by a collective bargaining representative with whom his Employer has in effect a contract providing for coverage by the Plan, but no such employee shall be covered by the Plan until the effective date specified in such contract and (ii) either (A) in the case of an Employee other than a New Hire, has accumulated one year of Continuous Service with the Employer, or (B) in the case of a New Hire has completed one "year of service." For purposes of this Section, a "year of service" means a 12-consecutive month period during which a New Hire completes 1,000 Hours of Service as a New Hire. Any 12-consecutive month period during which a New Hire has less than 1,000 Hours of Service shall not be considered in computing years of service. The measurement of a 12-consecutive month period for purposes of computing a year of service begins on the date on which the New Hire first performs an Hour of Service for the Controlled Group and each anniversary thereof. For purposes of this Section, a "leased employee" means any person who, pursuant to an agreement between a Controlled Group Member and any other person ("leasing organization"), has performed services for the Controlled Group Member on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction or control of the Controlled Group Member. A leased employee will not be considered an Employee of a Controlled Group Member, however, if (a) leased employees do not constitute more than 20 percent of the Controlled Group Member's non-highly compensated work force (within the meaning of section 414(n)(5)(C)(ii) of the Code), and (b) such leased employee is covered by a money purchase pension plan maintained by the leasing organization that provides (I) a nonintegrated employer contribution rate of at least 10 percent of compensation, (II) immediate participation and (III) full and immediate vesting.

(20) Employer: Bridgestone Americas Tire Operations, LLC.

(21) Employment Commencement Date: The date on which an Employee first performed an Hour of Service with the Employer, subject to the following provisions:

(a) If more than 12 months after an Employee's Severance Date such Employee again performs an Hour of Service, his Employment Commencement Date shall be advanced by the period of time between such Severance Date and the date he again performed an Hour of Service unless Paragraph (b) or (d) of this Subsection applies.

(b) If an Employee, who either had been a Member for less than three continuous years or had less than 5 years of Continuous Service as of a Severance Date, again performs an Hour of Service more than 12 months after such Severance Date, his Employment Commencement Date shall be advanced pursuant to Paragraph (a) of this Subsection, but only if the period of time between such Severance Date and the date such Employee again performed an Hour of Service equals or exceeds the greater of (i) the period of time between his Employment Commencement Date and such Severance Date or (ii) 60 months.

(c) If an Employee's Severance Date occurs by reason of entering active military service with the armed forces of the United States and if he has re-employment rights with the Employer, his Employment Commencement Date shall not be advanced so long as he returns to employment with the Employer within the time prescribed by federal law.

(d) If an Employee is absent from work for any period which commences on or after the Effective Date -

(i) by reason of the pregnancy of the Employee,

(ii) by reason of the birth of a child of the Employee,

(iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or

(iv) for purposes of caring for any such child for a period beginning immediately following such birth or placement, and the absence is permitted under the Employer's employment practices, the Employee's Severance Date will not occur until the date two years after the commencement of such absence if the Employee does not perform an Hour of Service within such two-year period. In the case of such a two-year absence, for purposes of this Section 1.1(21)(d), the first one-year period of absence shall be counted as service and the second one-year period of absence shall not count as a period of service or a period of severance.

(22) ERISA: The Employee Retirement Income Security Act of 1974, as it has been and may be amended from time to time.

(23) Fiduciary: Any person who is a "fiduciary" as defined by ERISA section 3(21).

(24) Hardship: An immediate and heavy financial need of the Participant on account of any of the following: (a) expenses for (or necessary to obtain) medical care that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (b) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant (c) the payment of tuition and related educational fees and room and board expenses for up to the

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

(25) Highly Compensated Employee:

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

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

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

(26) Hour of Service: Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. As used in Section 1.1.(19), the term "Hour of Service" shall also include each hour for which an Employee is paid, or entitled to payment, by the Employer for reasons other than the performance of duties and each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Controlled Group; and the manner of determining Hours of Service for reasons other than the performance of duties and the crediting of Hours of Service to an applicable 12-month period following an Employee's employment date shall be in accordance with the rules and regulations promulgated by the Secretary of Labor in DOL Regulation 2530.200b-2(b) and (c).

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

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

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

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

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

(32) Matching Employer Contributions Account: A Member's Account reflecting Matching Employer Contributions and earnings thereon, subject to the provisions of Section 5.2.

(33) Medical Plan: The Health Incentive Plan set forth in Part II, Article I of this Pension and Insurance Agreement between the Employer and the Union.

(34) Member: An Employee who has become and continues to be a Member of the Plan in accordance with the provisions of Article II.

(35) Named Fiduciaries: The Named Fiduciaries under the Plan shall be the Company, the Administrative Committee and the Investment Committee, each of which shall have such powers, duties and authorities as shall be specified in the Plan and Trust Agreement and may delegate all or any part of such powers, duties and authorities as hereinafter provided. Any other person may be designated as a Named Fiduciary as provided in Section 9.2.

(36) Participant: A Member or former Member for whose benefit a part of the Trust Fund is held.

(37) Plan: Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees, the terms and provisions of which are herein set forth, as the same may be amended, supplemented or restated from time to time.

(38) Plan Year: The 12-month period commencing on January 1st of each year and ending on the next following December 31st, and on which the primary records of the Plan and Trust Fund are to be kept.

(39) Rollover Contribution.: A contribution to the Plan of (a) an "eligible rollover distribution" (as defined below), or (b) the entire amount of a distribution that is attributable solely to a rollover contribution from a qualified plan and otherwise satisfies the requirements of section 408(d)(3)(A)(ii) of the Code (relating to individual retirement rollover accounts). An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee from a plan that meets the requirements for qualification under section 401(a) of the Code, except (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more, (b) any distribution to the extent the distribution is required under section 401(a)(9) of the Code, (c) the portion of any distribution that is not includible in gross income (other than a distribution from a designated Roth account, as defined in section 402A of the Code), (d) any distribution which is made upon the hardship of the distributee, and (e) such other amounts specified in Treasury regulations, rulings, notices or announcements issued under section 402(c) of the Code. For purposes of this Subsection, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax contributions which are not includible in gross income, including any amounts distributed from a Roth account (as defined in section 402A of the Code). However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified trust (within the meaning of section 402(c) of the Code) or an annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(40) Rollover Contributions Account: A Member's Account reflecting Rollover Contributions made and earnings theron.

(41) Roth Contribution: A contribution made to the Plan pursuant to a Compensation Reduction Agreement as provided in Section 3.1 which the Employee has irrevocably designated as being contributed in lieu of all or a portion of the Deferred Salary Contribution that the Employee is otherwise entitled to make under the Plan and which is treated by the Employer as includible in the Employee's gross income pursuant to section 402A of the Code at the time the Employee would have received that amount in cash if the Employee had not made such election. Except as otherwise specifically provided in the Plan, the term "Roth Contributions" shall include "Catch-Up Roth Contributions", as defined in Section 3.6 of the Plan.

(42) Roth Contributions Account: A Member's Account reflecting Roth Contributions made for him and earnings thereon, subject to the provisions of Section 5.2.

(43) Severance Date: Subject to Section 1.1(21)(d), the earliest of (i) the date on which an Employee retires, dies, quits, or is discharged, or (ii) the date on which he ceased to accrue Continuous Service credit as specified under the terms of the contract between his collective bargaining representative and his Employer with respect to leaves of absence or layoffs, but in no event earlier than the first anniversary of the first day of a period in which he remains absent (with or without pay) from the service of the Employer.

(44) New Hire: The term shall have the meaning set forth in the CBA

(45) Transfer Account: A Participant's Account reflecting amounts transferred by or for him from Bridgestone Americas, Inc. Employee Stock Ownership Plan for Bargaining Unit Employees or Bridgestone Americas, Inc. Employee Savings Plan II for Bargaining Unit Employees, and earnings thereon, subject to the provisions of Section 5.2.

(46) Trust: The trust created by the Trust Agreement.

(47) Trust Agreement: The Trust Agreement between the Company and the Trustee dated as of January 1, 1986, providing among other things, for the Trust, the investment of the Trust Fund and allocation of responsibilities among Trustees, as such Trust Agreement may be amended, supplemented or restated from time to time, or any successor to such Trust Agreement.

(48) Trustee: The Trustee or Trustees designated in the Trust Agreement, or their successor or successors in trust under the Trust Agreement. Allocation of responsibilities among Trustees shall be as set forth in the Trust Agreement.

(49) Trust Fund: The entire trust estate held by the Trustee under the provisions of the Plan and the Trust Agreement, without distinction as to principal or income, and which shall be comprised of the Investment Funds.

(50) Valuation Date: Each day on which the New York Stock Exchange is open for trading.

1.2 Construction.

(1) Unless the context otherwise indicates, the masculine wherever used herein shall include the feminine and neuter, the singular shall include the plural and words such as "herein", "hereof", "hereby", "hereunder" and words of similar import refer to the Plan as a whole and not to any particular part thereof.

(2) Where headings have been supplied to portions of the Plan they have been supplied for convenience only and are not to be taken as limiting or extending the meanings of any of its provisions.

(3) Wherever the word "person" appears in the Plan, it shall refer to both natural and legal persons.

(4) Except to the extent federal law controls, the Plan shall be governed, construed and administered according to the laws of the State of Ohio. All persons accepting or claiming benefits under the Plan shall be bound by and deemed to consent to its provisions.

ARTICLE II

ELIGIBILITY AND MEMBERSHIP

2.1 Commencement of Membership. Each Employee who was a Member on the Effective Date and who continues to be an Employee on the Effective Date shall continue to be a Member on that date. Each other person shall become a Member on the first payroll date that is as soon as administratively practicable following the date on which he becomes an Employee, or any subsequent payroll date, if he has timely enrolled in the Plan pursuant to a Compensation Reduction Agreement. An Employee's Compensation Reduction Agreement shall contain his authorization for his Employer to reduce his Eligible Earnings and to make Deferred Salary Contributions and/or Roth Contributions on his behalf in accordance with the provisions of Section 3.1. A Compensation Reduction Agreement shall remain in effect until revised, revoked or terminated.

2.2 Duration of Membership. Once an Employee becomes a Member, he shall remain a Member so long as he is an Employee. However, a Member who has ceased Deferred Salary Contributions and Roth Contributions may make no further Deferred Salary Contributions or Roth Contributions until the date specified in Section ~~3.4~~3.3 and until he has again enrolled pursuant to Section 2.1.

2.3 Reemployment. Upon completion of one year of Continuous Service by an Employee who is subsequently rehired after a Severance Date, and where such Employee has not lost his prior Continuous Service under Section 1.1(21), such Employee will be considered to have been eligible to participate in the Plan commencing on the first payroll date after the date such Employee was subsequently rehired.

ARTICLE III

EMPLOYEE CONTRIBUTIONS

3.1 Deferred Salary and Roth Contributions. Deferred Salary Contributions and/or Roth Contributions for an Employee shall be made at the end of each Contribution Period as specified in the Compensation Reduction Agreement. Such amount shall be not less than the equivalent, per Contribution Period, of one percent of his Eligible Earnings and not more than the maximum amount permitted by Sections 4.5 and 4.7 through 4.9; provided, however, that an Employee's Deferred Salary Contributions and Roth Contributions when added to the other deductions from his paycheck cannot exceed 100% of the

Employee's paycheck before such deductions and Deferred Salary Contributions. and Roth Contributions. In the event an Employee does not designate on his Compensation Reduction Agreement whether the contributions elected to be made are Deferred Salary Contributions or Roth Contributions, all contributions elected on such Compensation Reduction Agreement shall be deemed for all purposes of the Plan to be Deferred Salary Contributions.

3.2 Change in Contributions. A Member who has entered into a Compensation Reduction Agreement may amend such Agreement to increase or decrease the amount of Deferred Salary Contributions and/or Roth Contributions thereunder in accordance with procedures established by the Administrative Committee (or its delegate) and such amendment shall be effective as soon as practicable after it is made.

3.3 Suspension of Contributions. A Compensation Reduction Agreement may be suspended at any time as to Deferred Salary Contributions and/or Roth Contributions not theretofore accrued. After any such suspension, a Member may resume Deferred Salary Contributions and/or Roth Contributions by entering into a Compensation Reduction Agreement which shall be effective as soon as practicable after such Agreement is entered into.

3.4 Special Deferred Salary or Roth Contributions. Any Employee who becomes entitled to receive from the Employer lump sum payments with respect to C.O.L.A., signing bonus or supplemental bonus, reduced by any applicable taxes under the Federal Insurance Contributions Act (collectively, the "Lump Sums"), in connection with the ratification of the Collective Bargaining Agreement between the Employer and the Union may enter into a special Compensation Reduction Agreement pursuant to which all or a portion of the Lump Sums, in increments of $100, will be contributed to the Plan as a Deferred Salary Contribution and/or Roth Contribution on behalf of the Employee. Any Employee who enters into a special Compensation Reduction Agreement pursuant to the preceding sentence who is not already a Member shall become a Member with respect to the amount so contributed. Such special Compensation Reduction Agreement shall be effective upon its execution by the Employee. The Lump Sums described in this Section shall not be considered Eligible Earnings for purposes of the Plan. Deferred Salary Contributions and/or Roth Contributions made pursuant to this Section shall be subject to the limitations of Sections 4.7 and 4.8, but any such Contributions limited by such Sections shall not be subject to Section 3.1. Deferred Salary Contributions and/or Roth Contributions made pursuant to this Section shall not be considered Deferred Salary Contributions or Roth Contributions for purposes of Sections 4.1 and 4.2. In the event an Employee does not designate on his special Compensation Reduction Agreement whether the contributions elected to be made are Deferred Salary Contributions or Roth Contributions, all contributions elected on such special Compensation Reduction Agreement shall be deemed for all purposes of the Plan to be Deferred Salary Contributions.

3.5 Payments to Trustee. Deferred Salary Contributions and/or Roth Contributions shall be transmitted by the Employers to the Trustee at least as rapidly as is required by applicable law.

3.6 Catch-Up Contributions. All Members who have elected to make Deferred Salary Contributions and/or Roth Contributions to this Plan and who have attained age 50 before the end of a particular Plan Year shall be eligible to make catch-up contributions for such Plan Year (the "Catch-Up Deferred Salary Contributions" and "Catch-Up Roth Contributions" referred to collectively herein as "Catch-Up Contributions") in accordance with, and subject to the limitations of, section 414(v) of the Code; provided, however, that Catch-Up Contributions shall not be eligible for Matching Employer Contributions under Section 4.1 of the Plan and; provided, further, that Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 401(a)(30) and 415(c) of the Code (i.e., Section 4.5 of the Plan). In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall not be treated as failing to satisfy the requirements of sections 401(k)(3), 401(k)(11), 410(b), or 416 of the Code, as applicable,

by reason of the making of any such Catch-Up Contributions. In furtherance of, but without limiting the foregoing, (1) Deferred Salary Contributions and/or Roth Contributions made by Members eligible to make Catch-Up Contributions for a Plan Year that exceed (a) the statutory limits described in Sections 4.5(1) and 4.7(1) of the Plan or (b) the limits specified by the Company under Section 4.9 of the Plan for the Plan Year, shall be treated as Catch-Up Contributions; and (2) Catch-Up Contributions shall be permitted to be made pro-rata throughout the Plan Year on a payroll-by-payroll basis; provided, however, that whether Deferred Salary Contributions and/or Roth Contributions are in excess of any applicable limit and therefore shall be treated as Catch-Up Contributions shall be determined as of the end of the Plan Year. In addition, a Member who is eligible to make Catch-Up Contributions may elect to make them in accordance with procedures established by the Committee and, if such election is made, shall designate whether he is electing to make Catch-Up Deferred Salary Contributions or Catch-Up Roth Contributions. In the event a Member does not designate whether the Catch-Up Contrbutions to be made are to be Deferred Salary Contributions or Roth Contributions, all such contributions shall be deemed for all purposes of the Plan to be Catch-Up Deferred Salary Contributions.

ARTICLE IV

EMPLOYER CONTRIBUTIONS

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

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

4.2 Payment and Allocation of Matching Employer Contributions.

(1) All Matching Employer Contributions for any month shall be paid in cash to the Trustee not later than the 30th day of the next succeeding calendar month. In any case, the Matching Employer Contribution for each calendar month, regardless of when actually paid, shall for all purposes of the Plan be deemed to have been made on the last day of such month.

(2) Matching Employer Contributions shall be allocated and credited by the Trustee each month that they are made by the Employers to the Account of each Member who is eligible therefor and for whom a Deferred Salary Contribution is made during the month in proportion to the Employer Contribution Rate. Notwithstanding the foregoing, for purposes of this Section, the term "Deferred Salary Contribution(s)" shall not include any Catch-Up Deferred Salary Contributions (as defined in Section 3.6 of the Plan).

4.3 *Reserved*

4.4 Returns of Contributions to Employers.

(1) Except as provided in Subsection (2) of this Section, the Trust Fund shall never inure to the benefit of any Employer and shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

(2) If the Internal Revenue Service shall determine that an Employer has contributed an amount for any Plan Year which is in excess of the amount which is deductible by it under Code section 404 for such Year, such contribution (to the extent the deduction is disallowed) shall, upon written request of the Employer filed with the Trustee, be returned to the Employer within one year after the deduction was disallowed. If any contribution is made by an Employer due to a mistake of fact, such contribution shall, upon written request of the Employer filed with the Trustee, be returned to the Employer within one year after it is made.

4.5 Provision Pursuant to Code Section 415(c).

(1) Notwithstanding any other provision of the Plan (except to the extent permitted under section 414(v) of the Code and Section 3.6 of the Plan), the maximum annual addition (as defined in Subsection (2) of this Section) to a Participant's Account (and to any account for him under any other defined contribution plan, whether or not terminated, maintained by any Controlled Group Member) shall in no event exceed the lesser of (a) 100% of the participant's compensation~~,~~ (as defined Subsection (4) of this Section) or (b) $40,000 (as such amount may be adjusted by the Secretary of the Treasury pursuant to section 415(d) of the Code and Treasury Regulation section 1.415(d)-1(b)), except that this compensation limitation shall not apply to: (i) any contribution for medical benefits (within the meaning of section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an annual addition, or (ii) any amount otherwise treated as an annual addition under section 415(l)(1) of the Code.

(2) For the purpose of this Section, the term "annual addition" means the sum for any Plan Year (which shall be the limitation year) of:

(a) all contributions made by the Controlled Group which are allocated to the Participant's Account pursuant to a defined contribution plan maintained by a Controlled Group Member,

(b) all employee contributions made by the Participant to a defined contribution plan maintained by a Controlled Group Member,

(c) all forfeitures allocated to the Participant's Account pursuant to a defined contribution plan maintained by a Controlled Group Member, and

(d) amounts described in section 415(l)(1) and 419A(d)(2) of the Code.

(3) For purposes of this Section, the definition of "Controlled Group" set forth in Subsection 1.1(13) shall be modified as provided by Code section 415(h).

(4) For purposes of this Section, effective as of January 1, 2008, the term "compensation" shall mean compensation as defined in Treasury Regulation section 1.415(c)-2(d)(4), including "deemed section 125 compensation" as defined in Treasury Regulation section 1.415(c)-2(g)(6)(ii) (subject to the limitation described in Section 1.1(18)). The term "compensation" as defined in the preceding sentence shall include any payments made by the later of (a) two and one-half (2 ½) months after the date of the Participant's severance

from employment with the Controlled Group or (b) the end of the limitation year that includes the date of the Participant's severance from employment with the Controlled Group, provided that, absent a severance from employment, such payments (i) would have been paid to the Participant if the Participant had continued in employment with the Controlled Group and (ii) are regular compensation for services performed during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses or other similar compensation.

4.6 Funding Policy. To the extent not already done, the Investment Committee shall (1) determine, establish and carry out a funding policy and method consistent with the objectives of the Plan and the requirements of applicable law and (2) furnish from time to time to the person responsible for the investment of the assets held under the Trust Agreement information such Committee may have relative to the Plan's probable short-term and long-term financial need, including any need for probable short-term liquidity, and such Committee's opinion (if any) with respect thereto.

4.7 Excess Deferrals.

(1) Notwithstanding the foregoing provisions of this Article or Article III, and except to the extent permitted under section 414(v) of the Code and Section 3.6 of the Plan, the sum of a Member's before-tax contributions and/or a Member's Roth Contributions shall not, for any taxable year of such Member commencing on or after January 1,2009, exceed $16,500 (as such amount may be adjusted for increases in the cost of living pursuant to section 402(g) of the Code). Except as otherwise provided in this Section, a Member's before-tax contributions for purposes of this Section shall include (a) any employer contribution made under any qualified cash or deferred arrangement as defined in section 401(k) of the Code to the extent not includible in gross income for the taxable year under section 402(e)(3) of the Code or to the extent includible in gross income for the taxable year under section 402A of the Code (determined without regard to section 402(g) of the Code), (b) any employer contribution to the extent not includible in gross income for the taxable year under section 402(h)(1)(B) of the Code (determined without regard to section 402(g) of the Code), (c) any employer contribution to purchase an annuity contract under section 403(b) of the Code under a salary reduction agreement within the meaning of section 3121(a)(5)(D) of the Code and (d) any elective contributions under section 408(p)(2)(A)(i) of the Code.

(2) To the extent that a Member's before-tax contributions and/or Roth Contributions exceed the amount described in Subsection (1) of this Section (collectively, hereinafter called the "excess deferrals"), such excess deferrals (and effective January 1, 2008 any income allocable thereto to the end of the Plan Year for which such contributions were made, as determined in accordance with Section 5.4) shall be distributed to the Member by April 1 following the close of the taxable year in which such excess deferrals occurred if (and only if), by March 1 following the close of such taxable year, the Member (a) allocates the amount of such excess deferrals among the plans under which the excess deferrals were made and (b) notifies the Administrative Committee of the portion allocated to this Plan.

(3) In the event that a Member with respect to whom excess deferrals must be distributed has made both Deferred Salary Contributions and Roth Contributions, the Plan shall distribute Deferred Salary Contributions first.

(4) In the event that a Member's Deferred Salary Contributions and/or Roth Contributions under this Plan exceed the amount described in Subsection (1) of this Section, or in the event that a Member's Deferred Salary Contributions or Roth Contributions made under

this Plan do not exceed such amount but he allocates a portion of his excess deferrals to his Deferred Salary Contributions or Roth Contributions made to this Plan, Matching Employer Contributions, if any, made with respect to such Deferred Salary Contributions (and any income allocable thereto) or Roth Contributions (and any income allocable thereto) shall be forfeited.

4.8 Excess Contributions.

(1) Notwithstanding the provisions of this Article or Article III, for any Plan Year,

(a) the actual deferral percentage (as defined in Subsection (2) of this Section) for the group of eligible Highly Compensated Employees (as defined in Subsection (3) of this Section) for such Plan Year shall not exceed the actual deferral percentage for all other eligible Employees for the preceding Plan Year multiplied by 1.25, or

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

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

(2) For the purposes of this Section, the actual deferral percentage for a specified group of Employees for a Plan Year shall be the average of the ratios (calculated separately for each Employee in such group) of (a) the amount of Deferred Salary Contributions and/or Roth Contributions actually paid to the Trust for each such Employee for such Plan Year (excluding any "excess deferrals" described in Section 4.7 with respect to non-Highly Compensated Employees), to (b) the Employee's compensation for such Plan Year. For the purposes of this Subsection (2), the term "compensation" shall have the meaning set forth in Section 4.5(4).

(3) For the purposes of this Section, the term "eligible Highly Compensated Employee" means a Highly Compensated Employee eligible to become a Member under Article II.

(4) In the event that excess contributions (as such term is hereinafter defined) are made to the Trust for any Plan Year, then, prior to March 15 of the following Plan Year, such excess contributions (and effective January 1, 2008 any income allocable thereto to the end of the Plan Year for which such contributions were made, as determined in accordance with

Section 5.4) shall be distributed to the Highly Compensated Employees on the basis of the respective portions of the excess contributions attributable to each such Highly Compensated Employee in order of the dollar amount of Deferred Salary Contributions and/or Roth Contributions made by or on behalf of such eligible Highly Compensated Employees beginning with the Highly Compensated Employee with the highest dollar amount of Deferred Salary Contributions and Roth Contributions. In the event that a Member who has excess contributions has made both Deferred Salary Contributions and Roth Contributions, the Plan shall distribute the Deferred Salary Contributions first. For the purposes of this Subsection (4), the term "excess contributions" shall mean, for any Plan Year, the excess of (i) the aggregate amount of Deferred Salary Contributions and/or Roth Contributions actually paid to the Trust on behalf of Highly Compensated Employees for such Plan Year over (ii) the maximum amount of Deferred Salary Contributions and Roth Contributions permitted for such Plan Year under Subsection (1) of this Section, determined by hypothetically reducing Deferred Salary Contributions and/or Roth Contributions made on behalf of Highly Compensated Employees in order of the actual deferral percentages (as defined in Subsection (2) of this Section) beginning with the highest of such percentages.

(5) Matching Employer Contributions made with respect to a Member's excess contributions (and any income allocable thereto) shall be forfeited.

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

4.9 Monitoring Procedures.

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

(2) In order to ensure that excess deferrals (as such term is defined in Section 4.7(2)) shall not be made to the Plan for any taxable year for any Member, the Committee shall monitor (or cause to be monitored) the amount of Deferred Salary Contributions and/or Roth Contributions being made to the Plan for each Member during each taxable year and shall take such action (pursuant to non-discriminatory rules adopted by the Committee) to prevent Deferred Salary Contributions and/or Roth Contributions made for any Member under the Plan for any taxable year from exceeding the maximum amount applicable under Section 4.7.

4.10 Rollover Contributions.

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

ARTICLE V

INVESTMENTS

5.1 Investment of Funds.

(1) The Trust Fund (other than the portion of the Trust Fund consisting of the Loan Accounts) shall be divided into Investment Funds, as the Investment Committee in its discretion shall select or establish. Each such Investment Fund shall comply with applicable law, including ERISA. The Trustee shall hold, manage, administer, invest reinvest, account for and otherwise deal with the Trust Fund and each separate Investment Fund as provided in the Trust Agreement.

(2) Upon becoming a Member or at any time thereafter, each Member may elect, pursuant to rules and procedures adopted by the Investment Committee, and effective at such times as prescribed by the Investment Committee, that future Deferred Salary Contributions, Roth Contributions and Rollover Contributions, as well as repayments of a loan made pursuant to Section 5.5, shall be invested in any proportion in any one or more of the Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction. Each Member with respect to whom assets are transferred to the Plan may elect, pursuant to rules and procedures adopted by the Investment Committee, and effective at such times as prescribed by the Investment Committee, upon such transfer that the assets contributed to the Plan on his behalf in such transfer and held in his Transfer Account be invested in any proportion in any one or more Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction. The Investment Committee may adopt rules and procedures that permit a Member to delegate his authority to direct the investment of amounts contributed or transferred to the Plan on his behalf to an Investment Advisor designated by the Committee that will invest such amounts among such Investment Funds as the Investment Advisor deems appropriate.

(3) Subject to rules established by the Investment Committee, a Member, or the Investment Advisor to which he has delegated investment authority pursuant to Section 5.1(2), may direct that any portion of his Account (other than his Loan Account), be reallocated in any proportion among the Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction.

5.2 Account. Each Participant shall have established for him by the Administrator an Account which reflects, to the extent applicable, his Deferred Salary Contributions Account, Roth Contributions Account, Rollover Contributions Account, Transfer Account, and Matching Employer Contributions Account. The Transfer Account shall be further subdivided and separate records maintained to reflect the Participant's after-tax Employee contributions to the plan from which the transfer originated, the

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

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

5.4 Valuation of Accounts.

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

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

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

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

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

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

5.5 Loans to Members.

(1) A Member and a former Member who is a "party in interest" within the meaning of section 3(14) of ERISA may apply on the form provided by the Committee for a loan from his Account. As used in this Section, the term "Member" shall refer to each Member or former Member who may apply for a loan pursuant to this Section. If the Committee determines that the Member is not in bankruptcy or similar proceedings and is entitled to a loan in accordance with the following provisions of this Section, the Committee shall direct the Trustee to make a loan to the Member from his Account. Each loan shall be charged against the Member's Account in the order established by the Committee.

(2) A Member shall not be entitled to a loan under this Section unless the Member, consents to (a) the use of the Member's Account as security as provided in Subsection (5)(c) of this Section and (b) the possible reduction of the Member's Account as provided in Subsection (6) of this Section.

(3) Each loan shall be in an amount which is not less than $1,000 and shall be expressed in a multiple of $100. A Member may have only one loan outstanding at any one time. The maximum loan to any Member (when added to the outstanding balance of all other loans to the Member from all qualified employer plans (as defined in section 72(p)(4) of the Code) of the Controlled Group) shall be an amount which does not exceed the lesser of

(a) $50,000, reduced by the excess (if any) of (i) the highest outstanding balance of such other loans during the one-year period ending on the day before the date on which such loan is made, over (ii) the outstanding balance of such other loans on the date on which such loan is made, or

(b) 50% of the value of such Member's Account on the date on which such loan is made.

(4) For each Member for whom a loan is authorized pursuant to this Section, the Administrator shall (a) direct the Trustee to liquidate the Member's interest in the Investment Funds as directed in writing by the Member or, in the absence of such written direction, on a default basis determined by the Committee, to the extent necessary to provide funds for the loan, (b) direct the Trustee to disburse such funds to the Member upon the Member's execution of the promissory note and security agreement referred to in Subsection (5)(d) of this Section, (c) transmit to the Trustee the executed promissory note and security agreement referred to in Subsection (5)(d) of this Section, and (d) establish and maintain a separate recordkeeping account within the Member's Account (the "Loan Account") (i) which initially shall be in the amount of the loan, (ii) to which the funds for the loan shall be deemed to have been allocated and then disbursed to the Member, (iii) to which the promissory note shall be allocated and (iv) which shall show the unpaid principal of and interest on the promissory note from time to time. All payments of principal and interest by a Member shall be credited initially to his Loan Account and applied against the Member's promissory note, and then invested in the Investment Funds pursuant to the Member's direction under Section 5.1(2). The Administrator shall value each Member's Loan Account for purposes of Section 5.4 at such times as the Administrator shall deem appropriate, but not less frequently than monthly.

(5) Loans made pursuant to this Section:

(a) shall be made available to all Members on a reasonably equivalent basis;

(b) shall not be made available to Highly Compensated Employees in a percentage amount greater than the percentage amount made available to other Members;

(c) shall be secured by the Member's Loan Account; and

(d) shall be evidenced by a promissory note and security agreement executed by the Member which provides for:

(i) the security referred to in Paragraph (c) of this Subsection;

(ii) a rate of interest equal to the prime rate of interest as reported by The Wall Street Journal for the last business day of the first month of the calendar quarter immediately preceding the calendar quarter in which the loan is made;

(iii) repayment within a specified period of time, which shall not extend beyond five years;

(iv) repayment in equal payments over the term of the loan, with payments not less frequently than quarterly; and

(v) for such other terms and conditions as the Committee shall determine, which shall include provisions that:

(A) with respect to a Member who is an Employee, the loan will be repaid pursuant to authorization by the Member of equal payroll deductions over the repayment period sufficient to amortize fully the loan within the repayment period, provided, however, the Committee may waive the requirement of equal payroll deductions if the Employer payroll through which the Member is paid cannot accommodate such deductions;

(B) the loan shall be repayable in whole at any time without penalty; and

(C) the loan shall be in default and become immediately due and payable upon the first to occur of the following events:

(I) the Member's failure to make required payments on the promissory note;

(II) in the case of a Member who is not an Employee, distribution of his Account; or

(III) the filing of a petition, the entry of an order or the appointment of a receiver, liquidator, trustee or other person in a similar capacity, with respect to the Member, pursuant to any state or federal law relating to bankruptcy, moratorium, reorganization, insolvency or liquidation, or any assignment by the Member for the benefit of his creditors.

(6) Notwithstanding any other provision of the Plan, a loan made pursuant to this Section shall be a first lien against the Member's Loan Account. Any amount of principal or interest due and unpaid on the loan at the time of any default on the loan, shall be satisfied by deduction from the Member's Loan Account, and shall be deemed to have been distributed to the Member, as follows:

(a) in the case of a Member who is an Employee and who is not, at the time of the default, eligible (without regard to the required filing of an application pursuant to Section 6.1(1)) to receive distribution of his Account under the provisions of Article VI (other than a withdrawal on account of Hardship), or by order of a court, at such time as he first becomes eligible (without regard to the required filing of an application pursuant to Section 6.1(1)) to receive distribution of his Account under the provisions of Article VI (other than a withdrawal on account of Hardship), or by order of a court; or

(b) in the case of any other Member, immediately upon such default.

(7) Notwithstanding any other provision of the Plan, loan repayments will be suspended under the Plan as permitted under section 414(u)(4) of the Code for Participants on a leave of absence for "qualified military service" (as defined in Section 10.6).

ARTICLE VI

DISTRIBUTIONS AND WITHDRAWALS

6.1 Distributions Only as Provided.

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

(2) The Administrative Committee shall (a) direct that the Account of a Participant eligible to receive distribution of his Account under Section 6.3 or 6.5 be distributed to the

Participant if the value of the vested portion of the Account is less than $5,000, or (b) direct the distribution of the vested portion of an Account payable to a Beneficiary.

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

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

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

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

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

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

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

(C) has attained age 65,

in which event he shall be 100% vested in his entire Account balance.

6.3 Distributions on Retirement or Disability.

(1) The entire vested portion of a Participant's Account shall be distributed as provided in Subsection (2) of this Section if his employment with the Controlled Group terminates because of his retirement under a retirement or pension plan adopted by an Employer, by reason of military or government service or by reason of his Disability; provided, however, that distributions to a Participant who is Disabled shall be deferred until his retirement under a retirement or pension plan adopted by an Employer unless such Participant elects otherwise.

(2) (a) The vested portion of a Participant's Account who terminates his employment with the Controlled Group as provided in Subsection (1) of this Section (including any Contributions which have not yet been transmitted to the Trustee, but after giving effect to any applicable deduction under the Plan's loan repayment provisions) shall be paid to him in a lump sum in cash.

(b) Each distribution hereunder shall be based on the value of the Participant's Account (including any contributions which have not been transmitted to the Trustee, but after giving effect to any applicable deduction under the Plan's loan repayment provisions) on the Valuation Date on which his Account is liquidated to provide funds for such

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

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

6.5 Distribution on Termination of Employment.

(1) If a Participant ceases to be an Employee under circumstances other than those covered by Sections 6.3 and 6.4, the vested portion of his Account, after any applicable deduction from such Account pursuant to the Plan's loan repayment provisions, shall be distributed in accordance with this Section, except that if a Participant to whom this Section applies dies before his vested Account balance has been distributed, Section 6.4 shall govern this distribution of the vested portion of his Account.

(2) A Participant's vested Account balance (including any contributions which have not yet been transmitted to the Trustee, but after giving effect to any applicable deductions under the Plan's loan repayment provisions) shall be distributed to him as set forth in Paragraphs (a) and (b) of Subsection 6.3(2) as determined by the Participant.

(3) Whenever distribution is made with respect to a Participant whose Account balance is not fully vested, the unvested portion shall be forfeited on the first anniversary of his Severance Date, unless he returns to the employ of the Employer prior to such anniversary. Any such forfeiture shall be used, if necessary, to restore previously forfeited amounts in accordance with Subsection (4) of this Section and shall then be applied against the current Matching Employer Contribution obligation of the Employer.

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

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

(1) Definitions. For the purposes of this Section, the following terms, when used with initial capital letters, shall have the following respective meanings:

(a) Designated Beneficiary: The person who is designated as the Beneficiary as defined in Section 1.1(6) of the Plan and is the designated

beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, Q&A-**4**1, of the Treasury Regulations.

(b) Required Beginning Date: The applicable date specified in Subsection (3) below.

(2) General Rules. Notwithstanding any provision of the Plan to the contrary, all distributions under the Plan shall be made in accordance with this Section and the Treasury Regulations issued under section 401(a)(9) of the Code, provided that this Section and such Regulations shall override the other distribution provisions of the Plan only to the extent required by the provisions of section 401(a)(9) of the Code and such Regulations.

3) Time of Distribution. (a) A Participant's entire vested interest will be distributed to the Participant in a lump sum in cash no later than the Participant's Required Beginning Date. Except as described in paragraph (b) below, the Required Beginning Date of a Participant who is a 5% owner (as defined in Section 416 of the Code) shall be April 1 of the calendar year following the calendar year he attains age 70½ and the Required Beginning Date of any other Participant shall be April 1 of the calendar year following the later of (i) the calendar year he terminates employment with the Controlled Group or (ii) the calendar year he attains age 70½.

(b) If the Participant dies before a distribution is made, the Participant's entire vested interest will be distributed in a lump sum in cash no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, unless the election described in paragraph (d) below is made, a distribution to the surviving Spouse will be made by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, unless the election described in paragraph (d) below is made, a distribution to the Designated Beneficiary will be made by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire vested interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before a distribution to the surviving Spouse has been made, this Section 6.6(3)(b), other than subparagraph (i), will apply as if the surviving Spouse were the Participant.

(c) For purposes of this Section 6.6, unless subparagraph (iv) of Section 6.6(3)(b) applies, a distribution is considered to be made on the Participant's Required Beginning Date. If subparagraph (iv) of Section 6.6(3)(b) applies, a

distribution is considered to be made on the date a distribution is required to be made to the surviving Spouse under subparagraph (i) of Section 6.6(3)(b).

(d) Notwithstanding the foregoing, if a Participant dies before a distribution is made and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to be made by the Required Beginning Date specified above if the Participant or the Beneficiary elects, on an individual basis, that the Participant's entire vested interest will be distributed in a lump sum in cash to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death; provided, however, that if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Member but before a distribution to either the Participant or the surviving Spouse is made, this election will apply as if the surviving Spouse were the Participant. The election provided in this paragraph (d) of Section 6.6(3) must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to be made, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death.

6.7 Withdrawal of Contributions.

(1) Participants may withdraw amounts from their vested Account balance attributable to Matching Employer Contributions, Rollover Contributions, Deferred Salary Contributions and Roth Contributions only under the circumstances described in, and in accordance with, this Subsection, but subject to a minimum withdrawal amount as may be established by the Administrative Committee. A Participant who has retired (under the Pension Agreement) from employment with the Controlled Group may, not more frequently than four times during any calendar year, elect to withdraw a portion of his Account. A Participant who is an Employee and who is at least 59-1/2 years old may, not more frequently than four times during any calendar year, withdraw all or a part of his vested Account balance attributable to Matching Employer Contributions, Rollover Contributions, Deferred Salary Contributions and Roth Contributions. A Participant who is an Employee, who has not attained age 59- 1/2 and who has obtained all distributions and all nontaxable loans currently available under all plans maintained by the Employer may withdraw from his Deferred Salary Contributions Account (excluding net earnings thereon), his Roth Contributions Account (excluding net earnings thereon), his Rollover Contributions Account, and his Matching Employer Contributions Account, an amount not in excess of the amount necessary to meet a Hardship of the Participant (as determined by the Administrative Committee). The following five sentences shall be effective as of November 1, 1992. For purposes of this Subsection, a distribution shall be considered "necessary to meet a Hardship of the Participant" if the distribution is made following a determination by the Administrative Committee, based on a consideration of all relevant facts and circumstances, that (a) the amount of the distribution is not in excess of the amount required to relieve the Hardship (including any amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal) and (b) the Hardship cannot be satisfied from other resources reasonably available to the Participant. For purposes of this Subsection, a Participant's resources shall include those assets of his Spouse and minor children that are reasonably available to the Participant. In making the determinations described in this Subsection, the Administrative Committee may rely (provided such reliance is reasonable) on the Participant's written certification that the Hardship cannot be relieved --

(a) Through reimbursement or compensation by insurance or otherwise;

(b) By reasonable liquidation of the Employee's assets, to the extent such liquidation would not itself cause an immediate and heavy financial need;

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

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

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

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

6.9 Transfers of Eligible Rollover Distributions.

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

(2) The Company shall prescribe reasonable procedures for elections to be made pursuant to this Section. Not earlier than 180 days (effective January 1, 2008) or later than 30 days before the payment of an eligible rollover distribution (or such other time as is prescribed by Treasury regulations or rulings), the Company shall provide a written notice to the distributee describing his or her rights under this Section and such other information required to be provided under section 402(f) of the Code. If an eligible rollover distribution in excess of $1,000 but not in excess of $5,000 is payable to a Participant without his consent pursuant to Section 6.1(2)(a) prior to the Participant's attainment of age 65 and the Participant does not make an election under Subsection (1) with respect to the distribution or does not elect to receive the distribution directly, the Company shall (in accordance with applicable regulations prescribed pursuant to section 401(a)(31)(B) of the Code) cause such distribution to be paid in a direct rollover to an individual retirement account or annuity designated by the Company.

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

(4) Notwithstanding the foregoing Subsections of this Section, a direct rollover of a distribution from a Roth Contributions Account will only be made to another designated Roth account (as defined in section 402A of the Code) under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

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

ARTICLE VII

ADMINISTRATION OF THE PLAN AND TRUST

7.1 Responsibility for Administration. As Administrator, the Company shall be responsible for the administration of the Plan, including but not limited to the preparation and delivery to Participants, Beneficiaries and governmental agencies of all information, descriptions and reports required by applicable law. Each other Fiduciary shall have such powers, duties and authorities as shall be specified in the Plan or Trust Agreement or as shall be delegated to it pursuant to Section 9.2.

7.2 Administrative Committee. The Administrative Committee shall consist of three or more Committeemen (who may be, but are not required to be, Participants, Employees or directors of an Employer). The Committeemen and their successors shall be appointed by the Board to serve for such terms as the Board may fix. Any Committeeman may be removed at any time by the Board, which may also increase, or decrease to not less than three, the number of Committeemen. Any Committeeman may resign by delivering his written resignation to the Board. Upon the existence of any vacancy in the membership of the Administrative Committee, the Board shall, in accordance with the provisions of this Section, appoint a successor, unless the number of Committeemen is decreased as provided above.

7.3 Certificate of Membership. The Company shall certify the number and names of the Committeemen to the Trustee which may rely upon such certification until it receives written notice from the Company as to a change in the membership of the Administrative Committee.

7.4 Authority. The Administrative Committee may interpret where necessary the provisions of the Plan. The Administrative Committee shall determine the rights and status of Participants and other persons under the Plan, decide disputes arising under the Plan and make any determinations and findings with respect to the benefits payable thereunder and the persons entitled thereto as may be required for the purposes of the Plan, including, but not limited to, the amount of an Employee's compensation and Eligible Earnings during any year and the eligibility for membership of an Employee. In addition, the Administrative Committee shall remedy possible ambiguities, inequities or inconsistencies in the Plan and shall correct deficiencies and supply omissions therein. Subject to the provisions of Section 7.7 and Article VIII, such determinations and findings shall be final and conclusive, to the extent permitted by law, as to all persons for all purposes of the Plan. The Administrative Committee shall instruct the Trustee as to the benefits to be paid hereunder and shall furnish the Trustee with any further information reasonably required by it for the purpose of the distribution of such benefits.

7.5 Formalities of Committee Action.

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

(2) The Administrative Committee may adopt, and amend from time to time, rules for the administration of the Plan. Such rules, insofar as they apply to the rights of Participants, shall be uniform in their application to all Participants who are similarly situated and shall not be inconsistent with the terms of the Plan or Trust Agreement.

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

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

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

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

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

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

7.11 No Guarantee Against Loss; Exercise of Investment Discretion. Each Participant shall assume all risk in connection with any decrease in the market value of any investment in the respective Investment Funds in which he participates, and such Funds shall be the sole source of all payments to be made under the Plan from his Accounts.

7.12 Payment of Benefits. All payments of benefits provided for by the Plan (less any deductions provided for by the Plan) shall be made solely out of the Trust Fund in accordance with instructions given to the Trustee by the Administrative Committee pursuant to the terms of the Plan, and no Employer shall otherwise be liable for any benefits payable under the Plan.

ARTICLE VIII

CLAIMS PROCEDURES

8.1 Method of Filing Claim. Any Participant or Beneficiary who thinks that he is entitled to receive a benefit under the Plan shall file an application with the Administrative Committee in accordance with Section 6.1.

8.2 Notification by Committee. Unless such claim is allowed in total by the Administrative Committee, it shall, within 90 days after such claim was filed (plus an additional period of 90 days if required for processing, provided that notice of the extension of time is given to the claimant within the first 90 day period), cause written notice to be mailed to the claimant of the total or partial denial of such claim. Such notice shall be written in a manner calculated to be understood by the claimant and shall include (1) the specific reasons for the denial of the claim, (2) specific reference to the provisions of the Plan and/or Trust Agreement upon which the denial of the claim was based, (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (4) an explanation of the review procedure specified in Section 8.3. If a claimant does not receive any such notice from the Committee within 90 days after the date of filing the claim, his claim shall be deemed to have been denied.

8.3 Review Procedure. Within six months after the denial of his or her claim, the claimant can appeal such denial as a grievance under the grievance provisions of the CBA, omitting, however, all steps preceding presentation of the grievance to the Labor Relations Department of the Employer. If any such grievance shall be taken to arbitration in accordance with such procedure, the arbitrator, insofar as it shall be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this Part III - Savings Plan and the provisions of the CBA. He shall have no authority to alter, add to or subtract from any provision of this Part III - Savings Plan and his decision on any grievance properly referred to him shall be binding upon the Employer, the Administrative Committee, the Union, and the claimant concerned therein. In the event the CBA is terminated during the term of this Pension and Insurance Agreement, the grievance provisions of the CBA shall be considered to be in effect for the processing of grievances under this Section 8.3.

ARTICLE IX

FIDUCIARY RESPONSIBILITY

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

9.2 Allocation and Delegation of Fiduciary Responsibilities.

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

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

(a) to monitor the performance of the Trustee;

(b) to appoint and remove Investment Advisors with respect to the Plan, and any Trustee or any successor Trustee under the Trust Agreement; and

(c) to direct the segregation of all or a portion of the assets of any Investment Fund of the Trust into an Investment Advisor Account or Accounts at any time and from time to time and to add or withdraw assets from such Investment Advisor Account or Accounts as it deems desirable or appropriate.

(2) The Company, the Investment Committee and the Administrative Committee may each designate any person (in addition to those specifically designated in the Plan) as a Fiduciary or Named Fiduciary and may delegate to any such person any one or more

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

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

ARTICLE X

MISCELLANEOUS

10.1 Prohibition of Assignment of Interest. Except as provided in a qualified domestic relations order as defined in Code section 414(p), and to the extent permitted by law and except as otherwise provided in the Plan, no interest, right or claim of any kind of a Participant or Beneficiary hereunder shall be assignable or transferable by the Participant or Beneficiary, nor shall any such right or interest be subject to sale, mortgage, pledge, hypothecation, commutation, alienation, anticipation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary.

10.2 Facility of Payment. In the event the Administrative Committee finds that any Participant or Beneficiary to whom a benefit is payable under the Plan is (at the time such benefit is payable) unable to care for his affairs because of physical, mental or legal incompetence, the Administrative Committee, in its sole discretion, may cause any payment due to him hereunder, for which prior claim has not been made by a duly qualified guardian or other legal representative, to be paid to the person or institution deemed by the Administrative Committee to be maintaining or responsible for the maintenance of such Participant or Beneficiary; and any such payment shall be deemed a payment for the account of such Participant or Beneficiary and shall constitute a complete discharge of any liability therefor under the Plan.

10.3 No Enlargement of Employment Rights. A Participant by accepting benefits under the Plan does not thereby agree to continue for any period in the employ of his Employer, and the Employers by adopting the Plan, making contributions or taking any action with respect to the Plan do not obligate themselves to continue the employment of any Participant for any period.

10.4 Merger or Transfer of Assets. Notwithstanding any other provision of the Plan, in the case of any merger or consolidation with, or the transfer of assets or liabilities to, any other plan, in no event shall any Participant (if the other plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is less than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

10.5 Severability Provision. If any provision of the Plan or the application thereof to any circumstance or person is invalid, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.

10.6 Military Service. Notwithstanding any provisions of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. "Qualified military service" means any service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

10.7 Electronic Media. Notwithstanding any provision of the Plan to the contrary, including any provision which requires the use of a written instrument, to the extent permitted by applicable law, the Committee may establish procedures for the use of electronic media in communications and transactions between the Plan or the Committee and Participants and Beneficiaries. Electronic media may include, but are not limited to, e-mail, the Internet, intranet systems and telephone response systems.

10.8 Limitations on Investments and Transactions/Conversions. Notwithstanding any provision of the Plan to the contrary:

(1) The Administrative Committee, in its sole and absolute discretion, may temporarily suspend, in whole or in part, certain Plan transactions, including, without limitation, the right to change or suspend contributions, and/or the right to receive a distribution, loan or withdrawal from an Account in the event of any conversion, change in recordkeeper and/or Plan merger or spinoff.

(2) The Administrative Committee, in its sole and absolute discretion, may suspend, in whole or in part, temporarily or permanently, Plan transactions dealing with investments, including without limitation, the right of a Participant to change investment elections or reallocate Account balances in the event of any conversion, change in recordkeeper, change in investment funds and/or Plan merger or spinoff.

(3) In the event of a change in investment funds and/or a Plan merger or spinoff, the Administrative Committee, in its sole and absolute discretion, may decide to map investments from a Participant's prior investment fund elections to the then available investment funds under the Plan. In the event that investments are mapped in this manner, the Participant shall be permitted to reallocate funds among the investment funds (in accordance with the terms of the Plan and any relevant rules and procedures adopted for this purpose) after the suspension period described in Subsection (2) of this Section (if any) is lifted.

(4) Notwithstanding any provision of the Plan to the contrary, the investment funds shall be subject to, and governed by, all applicable legal rules and restrictions and the rules specified by the investment fund providers in the fund prospectus(es) or other governing documents thereof (to the extent such rules and procedures are imposed and enforced by the investment fund provider against the Plan or a particular Participant). Such rules, procedures and restrictions may limit the ability of a Participant to make transfers into or out of a particular investment fund and/or may result in additional transaction fees or other costs relating to such transfers. In furtherance of, but without limiting the foregoing, Trustee, recordkeeper, Administrative Committee, Investment Committee or investment fund provider (or their delegate, as applicable) may decline to implement any investment election or instruction where it deems appropriate.

ARTICLE XI

OTHER EMPLOYERS

11.1 Adoption by Other Employers. Any corporation other than the Company may, with the consent of the Company, adopt the Plan and thereby become an Employer hereunder by executing an instrument evidencing such adoption on the order of its Board of Directors and filing a copy thereof with the Company. Such adoption may be subject to such terms and conditions as the Company requires or approves.

11.2 Contribution of Employers. The contribution of the Employers under the Plan may be paid by the Company on behalf of itself and other Employers. Each Employer shall pay for that portion of the contribution of the Employers under the Plan for each year that is allocated to Employees or former Employees of such Employer, but if such costs as so allocated would (in the opinion of the Company) not be fully and currently deductible for any Plan Year, the allocation among the Employers of the costs of the Plan, including the contribution of the Employers, may be made in such manner as is agreed to by the Employers and as will permit to the extent possible the deduction (for purposes of federal taxes on income) by each such Employer of its payments toward such costs.

11.3 Withdrawal of Employer. Any Employer (other than the Company) which adopts the Plan may elect separately to withdraw from the Plan, and such withdrawal shall constitute a termination of the Plan as to it. Amendments to the Plan, however, may be made only by the Company. Any such withdrawal shall be expressed in an instrument executed by the withdrawing Employer on the order of its Board of Directors and filed with the Company and the Trustee. In the event of such a withdrawal of an Employer or in the event the Plan is terminated as to an Employer or a group of Employees (but not all the Employers) pursuant to Subsection 12.1 (i) such Employer shall cease to be an Employer, (ii) the interests of Participants who do not remain Employees shall be distributed at that time as if each such Participant had retired pursuant to Section 6.3 at the time of such withdrawal or termination, and (iii) the interest of Participants who remain Employees shall be determined in accordance with the terms of the Plan.

ARTICLE XII

AMENDMENT OR TERMINATION

12.1 Right to Amend or Terminate. The Company has reserved, and does hereby reserve, the right, at any time after the expiration of the Pension and Insurance Agreement pursuant to Paragraph 3 of Part IV of the Pension and Insurance Agreement, without the consent of any other Employer or of the Participants, Beneficiaries or any other person, (1) to terminate the Plan, in whole or in part or as to any or all of the Employers or as to any designated group of Employees, Participants and their Beneficiaries, or (2) to amend the Plan, in whole or in part. No such termination or amendment shall decrease the amount to be contributed by the Employers on account of any Plan Year preceding the Plan Year in which such termination or amendment is approved by the Company.

12.2 Procedure for Termination or Amendment. Any termination or amendment of the Plan pursuant to Section 12.1 shall be expressed in an instrument executed by the Company and shall become effective as of the date designated in such instrument or, if no date is so designated, on its execution.

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

12.4 Provision Pursuant to section 411(d)(3) of the Code. Notwithstanding any other provision of the Plan, upon the termination or partial termination of the Plan or upon complete discontinuance of contributions under the Plan, the rights of all Employees to benefits accrued to the date of such termination or partial termination or discontinuance, to the extent then funded, or the amounts credited to the Employees' Accounts shall be nonforfeitable.

Letter #1

December 7, 2009

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

Dear Mr. Boulton:

The Employer will make arrangements such that the Company's Dental Expense Benefit Plan for Salaried Employees, Certain Hourly Employees, and Certain Retirees (the "Plan") will be available to employees and their dependents pursuant to the terms of the Plan as in effect from time to time. Participation will be permitted only for those employees who also participate in and make contributions to the Health Care Expense Account offered by the Employer under Part II, Article II to the extent of such employee's monthly contribution. Employees' monthly contribution rates shall equal 82 percent of the Plan cost. Employee contributions are as follows: $20.46 for individual coverage and $52.42 for family coverage through December 2010 and will be adjusted in 2011, 2012, and 2013 to rerpresent 82 percent of the plan cost. Although the Company retains the right to amend the Plan, the Employer agrees that it will not terminate the Plan or change the Plan to result in a net reduction in the benefits provided by the Plan during the term of the 2009 Pension and Insurance Agreement.

The Union may wish to establish a Dental Plan for Bargaining Unit Employees sponsored by the Company. The Company agrees to provide eligibility, demographic and claims information necessary for the Union to prepare such Request for Dental Proposal. Should the Union determine that it wishes to establish and include in the P&I Agreement a Company sponsored Dental Plan for Bargaining Unit Employees the Company's contribution per participating employee will be no less than it is under the terms of the 2009 Labor Agreement. In no event will such program be established prior to January 1, 2010.

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

Yours truly,

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

Letter #2

December 7, 2009

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

Dear Mr. Boulton:

During the course of negotiations, the Employer and the Union agreed that the Company would offer a Roth 401(k) option with no Company matching contributions to the Savings Plan. The Company is authorized to amend the Savings Plan as necessary to effectuate the agreement described in the preceeding sentence.

During the course of negotiations, the Employer and Union also agreed that, notwithstanding any other provision of the Pension and Insurance Agreement ("P&I"), the Company is authorized to amend the Savings Plan and the Pension Agreement (Part I of the P&I) as determined by the Company to comply with the requirements of the Pension Protection Act of 2006.

Yours truly,

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

Letter #3

December 7, 2009

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

Dear Mr. Boulton:

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

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

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

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

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

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

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

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

Yours truly,

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

Letter #4

December 7, 2009

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

Dear Mr. Boulton:

This letter is to confirm the agreement reached between the parties during the negotiations of the 2007 Pension and Insurance Agreement ("P&I") with respect to the manner in which employees will pay premiums for coverage under the Health Incentive Plan, Part II, Article I of the P&I ("HIP") and the consequences of failing to pay such premiums.

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

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

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

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

Yours truly,

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

Letter #5 (new)

December 7, 2009

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

Dear Mr. Boulton:

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

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

Yours truly,

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

Letter #6 (new)

December 7, 2009

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

Dear Mr. Boulton:

REGARDING HEALTH CARE REFORM ISSUES

The parties acknowledge and agree that the Employer has agreed to provide the medical, prescription drug, dental, vision and other health care benefits set forth in the Pension and Insurance Agreement ("Medical Benefits") on the basis of cost projections that are based on the current legislative and regulatory regime applicable to the Medical Benefits under the laws of the United States and the states of the United States in effect on the Effective Date. In the event that any legislative or regulatory changes that may be adopted by the United States, any state of the United States, or any municipality or local governing body in any state, during the term of the Pension and Insurance Agreement with respect to medical, prescription drug, dental, vision or other health care benefits ("Health Care Changes") results in any increase in the Employer's cost of providing the Medical Benefits (for example, by limiting or eliminating the deduction for the cost of providing such benefits for federal income tax or other tax purposes, by requiring payment by the Employer to the United States or to any state of the United States, or otherwise), the Employer may make such reductions or other changes in the Medical Benefits and/or impose a supplemental monthly premium on Employees, retirees and their Dependents to such extent as the Employer determines is required to offset such increased cost to the Employer. In furtherance of the foregoing, the parties also agree as follows:

1. The Employer shall have no obligation to provide to any Employee, retiree or Dependent any compensation or any other form of benefit in the event that the Medical Benefits become taxable to the Employee, retiree or Dependent or in the event that any Employee, retiree or Dependent is otherwise adversely affected by the Health Care Changes.
2. The Employer may terminate the Medical Benefits coverage of an Employee, retiree or Dependent if such Employee, retiree or Dependent becomes eligible for a government-sponsored program that provides benefits that the Employer determines are reasonably comparable in the aggregate to the Medical Benefits; provided that, in the event that the Employer exercises its right under this paragraph and any such Employee, retiree or Dependent becomes covered by such government-sponsored program and is required to pay an amount to maintain coverage under such government-sponsored program, the Employer shall pay to the Employee, retiree or Dependent, or to the government-sponsored program on behalf of the Employee, retiree or Dependent, an amount per month equal to the lesser of (i) the amount that the government-sponsored program charges the Employee or Dependent on a monthly basis for coverage under such program or (ii) the Employer's average per capita cost per month of providing the Medical Benefits prior to the termination of coverage under the Pension and Insurance Agreement; and provided further that the Employer shall deduct from any such payment such amount as is required to comply with any applicable income, payroll or other tax or other withholding requirement, and any amount so withheld shall be considered for

purposes of this paragraph to be part of the payments to the Employee, retiree or Dependent described in this paragraph).

3. If, as part of any Health Care Changes, the Employer becomes entitled to receive from the United States or any State of the United States any payment because the Employer provides the Medical Benefits, the Employer shall have no obligation to make any corresponding payment to any Employee, retiree or Dependent, to reduce contributions required to be paid by Employees, retirees or Dependents for Medical Benefits coverage, to provide any other additional or improved benefits to Employees, retirees or Dependents or to otherwise modify the Medical Benefits.

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

Yours truly,

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

Letter #7 (new)

December 7, 2009

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

Dear Mr. Boulton:

The Company and the Union agree to provide maintenance teammates with a 30-year of Company service unreduced pension. This will be based on Company service since October 8, 1990 at the LaVergne Plant. The parties further agree that the cost of this provision will be paid by the Union through a permanent maintenance teammate pay rate deductions of $.04 per hour. This agreement is part of the Company's Last, Best, and Final Offer made to the maintenance bargaining unit on December 3, 2009 and is contingent upon Union support and ratification of said agreement on December 7, 2009.

Yours truly,

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

Letter #8 (new)

December 7, 2009

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

Dear Mr. Boulton:

Re: Special Distribution for Maintenance Teammates on Layoff

As you know, the permanent closure of PSR operations and the ticket reduction in TBR operations here at LaVergne has resulted in the layoff of approximately 70 members of the maintenance bargaining unit. In the course of bargaining on a new maintenance collective bargaining agreement and Pension and Insurance Agreement, the Union has indicated that a number of maintenance personnel on the current layoff list are interested in receiving payment under the pension plan in the nature of what is called in the Master P&I Agreement a Special Distribution, recognizing that such payment can only be made in case of permanent termination of employment, i.e. in this case, in order to receive the Special Distribution payment the employee would be completely severing his relationship with the Company and waiving any recall rights which he might have.

In the course of negotiations, the parties have agreed to make this Special Distribution available to employees currently on the maintenance recall list. The terms of this Special Distribution are those set forth in Article VII, Paragraph 13 (d) of the Master P&I Agreement dated October 2, 2009. This includes the cross reference contained therein to Article VII, Paragraph 11(b)(i) of that P&I Agreement as well as any and all other related references to the Special Distribution. The parties recognize that there is no such provision in the maintenance P&I Agreement, but that the Company is authorized to make all necessary and appropriate amendments to the pension plan applicable to the maintenance unit to permit this one-time benefit only to employees currently on the layoff list. This Special Distribution will not be an ongoing feature of the maintenance pension plan. Again, the parties recognize that this benefit is only made available to an employee who permanently terminates his employment with the Company and waives any recall rights which he may have. Notwithstanding the time limits of the Master language, an employee who wishes to receive a Special Distribution will be regarded as terminating his employment as of the date of ratification of this agreement. He shall thereafter have 60 days to apply for a Special Distribution. The Special Distribution will no longer be available after the expiration of the 60-day period. An employee on the layoff list who does not wish to receive this Special Distribution will stay on the layoff list according to the otherwise unchanged terms of the CBA.

Yours truly,

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