

SUMMARY PLAN DESCRIPTION

FOR THE

BECKER TRUCKING, INC.

401(k) PROFIT SHARING PLAN AND TRUST

(January 1, 2009)

Revised

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**SUMMARY PLAN DESCRIPTION
FOR THE
BECKER TRUCKING, INC.**

401(k) PROFIT SHARING PLAN AND TRUST

(1) General. The name, address and Federal employer identification number of your Employer are

Becker Trucking, Inc.
6350 S. 143rd Street
Seattle, WA 98168
EIN: 91-1381021

Your Employer has established a 401(k) profit sharing retirement plan (“Plan”) to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability or in the event of your termination of employment prior to retirement. If after reading this Summary you have any questions, you should direct your questions to the Plan Administrator identified in Section (4). We emphasize that this Summary is a highlight of the more important provisions of the Plan. If there is a conflict between a statement in this Summary and in the Plan, the terms of the Plan will control. A copy of the Plan is available from your Employer by request.

(2) Identification of Plan. The Plan is known as the Becker Trucking, Inc. 401(k) Profit Sharing Plan and Trust. The Employer has assigned 001 as the Plan identification number. The plan year is the period on which the Plan maintains its records is January 1 through December 31.

(3) Type of Plan. The Plan is commonly known as a 401(k) profit sharing plan. Section (8) of this Summary, entitled “Employer’s Contributions,” explains how you make 401(k) deposits to the Plan, how you will share in your Employer’s annual contribution(s) to the Trust fund and the extent to which your Employer has an obligation to make annual contribution(s) to the Trust fund.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balance at the time of your retirement or other distributable event. Your account balance will reflect the annual allocations, your own deferral contributions, if any, the period of time you participate in the Plan and the success of the Plan in investing and re-investing the assets of your accounts. Although, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures benefits payable under certain plans which provide for fixed and determinable retirement benefits (e.g., “defined benefit” pension plans), this Plan does not provide fixed and determinable benefits at retirement, and

therefore, the PBGC does not include this Plan within its insurance program.

(4) Plan Administrator. Your Employer is designated as the Plan Administrator. You may contact Mike Strobel (Executive Director and Human Resources Director) if you have questions regarding the Plan. The telephone number is 206-246-9500, ext 1045. The Plan Administrator is responsible for providing you and other participants with information regarding your rights and benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan is Rolan Becker or Frank Riordan, 6350 S. 143rd Street, Seattle, WA 98168. Legal process may also be served upon the Trustee of the Plan or the Plan Administrator.

Your Employer has also appointed an Advisory Committee to assist in the administration of the Plan. The Advisory Committee has the responsibility for making all discretionary determinations under the Plan and for giving distribution directions to the Trustee. The members of the Advisory Committee may change from time to time. Currently, the members of the Advisory Committee are Rolan Becker, Frank Riordan and Kenny Moffat.

(5) Trustee/Trust Fund. The Employer has appointed:

Rolan Becker
Frank Riordan
Becker Trucking, Inc.
6350 S. 143rd Street
Seattle, WA 98168

to hold the office of Trustee. The Trustee will hold all amounts the Employer contributes to it in a trust fund. The Trustee is responsible for the administration, management and, subject to participant direction of investment, the investment of this trust fund. Upon the direction of the Advisory Committee, the Trustee will make all distribution and benefit payments from the trust fund to participants and beneficiaries. The Trustee will maintain trust fund records on a plan year basis (see Section (2)).

(6) Hours of Service. The Plan and this Summary Plan Description make reference to “hours of service” in numerous provisions of the Plan. The Plan requires you to complete a minimum number of hours of service during a specified period, such as the plan year, to become eligible to participate in the Plan, to advance on the vesting schedule or to share in the allocation of Employer contributions for a plan year. The sections of this Summary covering eligibility to participate, employer contributions and vesting in employer contributions explain this aspect of the Plan in the context of those topics. However, hour of service has the same meaning for all purposes under the Plan.

The Department of Labor, in its regulations, has prescribed various methods under which the

Employer may credit hours of service. Your Employer has selected the “actual” method for crediting hours of service. Under the actual method, you will receive credit for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If your absence from employment is due to maternity or paternity leave, you will receive credit for unpaid hours of service related to your leave not to exceed 501 hours. The Advisory Committee will credit those hours to the first period during which you otherwise would incur a one (1) year break in service as a result of the unpaid absence. In addition, if your absence is due to qualified military service, the Advisory Committee will credit you with hours of service in accordance with the Uniformed Services Employment and Re-employment Rights Act (“USERRA”). The Employer will provide you a written explanation of the effect under the Plan of your absence from employment with the Employer resulting from military service.

(7) Eligibility to Participate. To become a participant, an employee must complete one year of service and attain age 21. In order for you to make deferral contributions under the Plan, you must complete a salary reduction agreement. You will become a Participant on the January 1 or July 1 coincident with or immediately following your completion of the age and service requirements.

The Plan defines “year of service” as a 12-month period in which you work at least 1,000 hours of service for the Employer. The first eligibility service period starts on your first day of employment with the Employer.

For example, if you begin work on February 15 and work 1,000 hours from that February 15 through the following February 14, you would enter the Plan on July 1 immediately following the completion of the one year of service assuming you are at least age 21 when you complete one year of service. If you have not attained age 21 when you complete the service requirement, then you will become a participant in the Plan on the January 1 or July 1 coincident with or immediately following your attainment of age 21.

After the first 12-month eligibility service period, if the Plan needs to measure another eligibility service period (e.g., if you do not complete 1,000 hours of service in the first 12-month period), the Plan will measure your eligibility service period on a plan year basis. In the prior example, on a plan year basis, the second 12-month period would begin on the first day of the plan year (January 1) starting after your February 15 employment date and all subsequent 12-month measuring periods would be the following plan years.

Excluded Employees. The Plan specifically excludes the following individuals from participation in the Plan:

- (a) All employees working in a classification of employees covered by a collective bargaining agreement;

- (b) All “leased employees” as defined in the Plan even if that person is later reclassified as an employee by the Employer, any governmental agency or court;
- (c) All independent contractors regardless of any reclassification or attempted reclassification by the Internal Revenue Service, court of law or other governing authority; and
- (d) All nonresident aliens who do not receive any earned income from the Employer which constitutes United States source income.

If by reason of this exclusion, you should become ineligible to participate in the Plan, you may not receive an allocation of the Employer’s contributions during the period of your exclusion, but during this period your account balance will continue to share in trust fund earnings or losses.

Reemployed Employees. If you terminate employment after becoming a participant in the Plan and later return to employment, you will re-enter the Plan upon your re-employment. With respect to the 401(k) portion of the Plan, you will be eligible to make deferral contributions as soon as administratively practicable after you have returned your salary reduction agreement to the Human Resources Department. Also, if you terminate employment after satisfying the Plan’s eligibility conditions but before actually becoming a participant in the Plan, you will become a participant in the Plan on the later of your scheduled entry date or your reemployment date. If you terminate employment before satisfying the eligibility conditions and later return to employment, you must satisfy the eligibility conditions before you are eligible to participate in the Plan.

(8) Contributions.

Deferral Contributions. The Plan includes a “401(k) arrangement,” under which you may elect to have your Employer contribute a portion of your current compensation to the Plan. The contributions your Employer makes under your election are 401(k) “deferral contributions.” Beginning January 1, 2009, you will be able to continue making deferrals as you always have (these are pre-tax deferrals and are referred to as Regular 401(k) deferral contributions), or you may elect to make the new Roth 401(k) deferral contributions. The Advisory Committee will allocate your deferral contributions to either your Regular Deferral Contributions Account or your Roth Deferral Contributions Account, as applicable.

If you make Regular 401(k) deferral contributions, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with Regular 401(k) deferral contributions, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

With Roth 401(k) deferral contributions, you must pay current income tax on the deferral contributions. If you elect to make Roth 401(k) deferral contributions, the deferrals are subject to federal income taxes in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. Except for being subject to tax when made, Roth 401(k) deferrals are generally treated in the same manner as

Regular 401(k) deferral contributions. This means that these amounts are always fully vested and are subject to the distribution restrictions and provisions set forth in the Summary Plan Description and Plan.

In order for the earnings to be distributed tax-free, there must be a *qualified* distribution from your Roth 401(k) deferral account. To be a *qualified* distribution, the distribution must occur after one of the following: (1) your attainment of age 59½, (2) your disability, or (3) your death. *In addition*, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning in the calendar year in which you first make a Roth 401(k) contribution to our Plan (or to another 401(k) Plan or 403(b) plan, if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you make your first Roth deferral contribution under this Plan on November 30, 2009, your 5-year participation period will end on December 31, 2014. It is not necessary that you make a Roth deferral contribution in each of the five years.

If a distribution from your Roth Deferral Contributions Account is *not* a qualified distribution, the earnings distributed with the Roth 401(k) deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Deferral Contributions Election. As a participant in the Plan, you may enter into a salary reduction agreement with the Employer. The Advisory Committee will give you a salary reduction agreement form that will explain your salary reduction options. The Employer will withhold from your compensation (on a pre-tax basis for Regular deferral contributions or after-tax basis for Roth deferral contributions, in accordance with your salary reduction agreement, the amount you have agreed to have the Employer contribute to the Plan as deferral contributions. Your salary reduction contributions may not exceed the maximum amount permitted annually by the Code and the limitations set forth below.

Your initial salary reduction agreement will be effective as of your Plan Entry Date (January 1 or July 1) or as soon as administratively practicable after receipt by the Advisory Committee. Your salary reduction agreement remains in effect until you revoke or modify the agreement. You may revoke your salary reduction agreement as of the first day of any payroll period commencing after receipt of the completed revocation. If you previously revoked your salary reduction agreement and wish to execute a new agreement, or if you wish to modify your agreement to increase or decrease your salary reduction percentage or dollar amount, you must file a new agreement, which will be effective as of the first day of the calendar quarter (January 1, April 1, July 1, October 1) or as soon as administratively practicable after receipt of your new salary reduction agreement by the Advisory Committee.

For any calendar year, your deferral contributions (Regular and Roth deferral contributions combined) may not exceed a specific dollar amount as determined by the Internal Revenue Service. For calendar year 2009, the maximum dollar amount is \$16,500. The Plan refers to this specific dollar amount as the “402(g) limitation.” If your deferral contributions for a particular plan year exceed the 402(g) limitation plus the catch-up contributions limitation, if applicable

(see below regarding catch-up contributions), in effect for that calendar year, the Trustee will refund the excess amount, plus any earnings (or losses) allocated to that excess amount. If you participate in another “401(k) arrangement” or in similar arrangements under which you elect to have an employer contribute on your behalf, your total deferral contributions may not exceed the dollar limitation, plus the catch-up limitation if applicable, in effect for that calendar year. The IRS Form W-2 that you receive from each employer for the calendar year will report the amount of your deferral contributions for that year under each employer’s plan. If your deferral contributions exceed the dollar limitation, plus the catch-up limitation, if applicable, in effect for that calendar year, you should decide which plan you wish to designate as the plan with the excess amount. If you designate this Plan as holding the excess amount for any calendar year, you must notify the Advisory Committee of your designation by March 1 of the following calendar year. The Trustee of this Plan will then distribute the excess amount to you, plus earnings (or losses) allocated to the excess amount.

Catch-Up Contributions. Each participant who is eligible to make 401(k) deferral contributions under the Plan, and who has attained age 50 before the close of the calendar year, will be eligible to make catch-up contributions in accordance with special limitations announced annually by the IRS (\$5,500 in 2009). Catch-up contributions are 401(k) deferral contributions that exceed the maximum dollar limitation for the year or some other limitation on your deferral contributions for the plan year. These catch-up contributions are in addition to the maximum dollar limitations described in the immediately preceding paragraph.

For example, assume that you are an eligible participant and defer \$16,500 into your 401(k) account during the 2009 plan year. Assume also that you are age 50 as of September 1, 2009, and desire to make an additional \$5,500 catch-up contribution under the provisions of this paragraph. Your total permissible 401(k) deferral contributions for 2009 would be \$22,000.

You will always be 100% vested in any catch-up contributions you make to the Plan, and such contributions will be subject to the ordinary rules regarding 401(k) deferral contributions with respect to deductibility from your current income and subject to employment taxes as would be the case for your ordinary 401(k) deposits. Distributions of these amounts will occur in the same manner as your 401(k) deferrals made under the Plan.

Safe-Harbor Matching Contributions. The Plan is intended to satisfy the “safe-harbor” matching contribution rules under the Internal Revenue Code. Under this provision, your Employer will contribute matching contributions on a dollar-for-dollar basis on your 401(k) deferral contributions up to 3% of your compensation, and then a 50¢ on the dollar matching contribution on your salary deferrals from 3% to 5% of your compensation.

For example, assume that you earn \$30,000 in compensation for the 2008 plan year. Assume also that you elect to defer \$3,000 or 10% of your compensation into the Plan. Your Employer will provide you with a matching contribution of \$1,200 (a \$900 match on the first \$900 of 401(k) deferrals and \$300 on the next \$600).

You will always be 100% vested in the safe-harbor matching contributions your Employer makes to the Plan. However, these contributions may not be withdrawn until you separate from service or attain age 59½. You should also note that your Employer reserves the right to modify or eliminate these safe harbor matching contributions in any future plan year.

Profit Sharing Contributions. The Plan also permits the Employer to contribute, at its discretion, an additional amount to the Plan (“profit sharing contributions”). The Employer may choose not to make profit sharing contributions to the Plan for a particular plan year.

The Plan as adopted by the Employer is an integrated profit sharing plan. “Integrated profit sharing plan” means the Plan takes into account contributions the Employer makes for employees under the Federal Social Security Act in making Employer contribution allocations. For each plan year the Employer makes profit sharing contributions to the Plan, the Advisory Committee will allocate this contribution to the separate accounts maintained for participants who have satisfied the *Conditions for Allocation* described below. The Advisory Committee completes this allocation using a two step formula.

Under the first step, the Advisory Committee will allocate to each participant 5.4% of his total compensation paid during the plan year and, at the same time, will allocate to each participant 5.4% of his excess compensation. If the Employer’s profit sharing contribution is not sufficient to provide these allocation percentages, the Advisory Committee will proportionately reduce the allocation so the allocation percentage based on total compensation is the same as the allocation percentage based on excess compensation. Excess compensation is a participant’s compensation in excess of the designated integration level. This designated integration level is 80% of the taxable wage base in effect at the beginning of the plan year rounded to the next \$100.

The second step applies if any Employer profit sharing contributions for the plan year remain unallocated after the first step. Under the second step, the Advisory Committee will allocate the balance based on each participant’s share of the total compensation paid during the plan year to all participants in the Plan.

Example #1. Assume your compensation exceeds the designated integration level by \$5,000 for a plan year and the Employer profit sharing contribution is sufficient to provide the maximum 5.4% allocation percentage for the allocation in the first step. You would receive an allocation of 5.4% X \$5,000, or \$270.00, plus 5.4% of your total compensation. If, after this first tier allocation, \$10,000 of Employer profit sharing contributions remained unallocated, and your total compensation equals 10% of the total compensation paid to all participants for that plan year, then you would receive an additional allocation of 10% X \$10,000, or \$1,000, in addition to the first allocation.

Example #2. Suppose in Example #1 the Employer’s profit sharing contribution provided only a 4% allocation in the first step. Then your allocation would equal 4% X \$5,000, or \$200 plus 4% of your total compensation. There would not be a second step allocation because the 4% allocations would result in the allocation of the Employer’s entire profit sharing contribution.

If, under Example #1, your compensation does not exceed the designated integration level, your first step allocation would equal 5.4% of your total compensation because you would not have excess compensation.

Qualified Nonelective Contributions. The Plan permits the Employer to contribute a discretionary amount for a plan year which the Employer will designate as qualified nonelective contributions. If the Employer makes qualified nonelective contributions for a plan year, the Advisory Committee will allocate those contributions to the separate accounts certain nonhighly compensated employees who are eligible for an allocation for the plan year and who have satisfied the *Conditions for Allocation* described below in an amount necessary to satisfy the nondiscrimination tests for a 401(k) Plan. While the Plan is a “safe harbor” Plan, the Plan the nondiscrimination tests for a 401(k) Plan are deemed to be satisfied and qualified nonelective contributions will not be necessary.

Conditions for Allocation. In order to be entitled to an allocation of Employer contributions and participant forfeitures, you must complete 501 hours of service during the plan year or you must be employed by the Employer on the last day of the plan year. The hours of service condition and employment condition for allocation do not apply to a participant who terminates employment due to attainment of normal retirement age, death or disability during the year or a prior year. The conditions for allocation contained herein are inapplicable to deferral contributions, catch-up contributions, and safe harbor matching contributions.

Compensation. The Plan defines compensation as the total compensation paid to an Employee for services rendered to the Employer, including “deferral contributions” excludible from the Employee’s gross income under Code §§ 125, 402(e)(3), 402(h), 132(f)(4) or 403(b), and contributed by the Employer, at the Employee’s election, to a cafeteria plan, a Code § 401(k) arrangement, a Simplified Employee Pension, qualified transportation plan, or tax-sheltered annuity of the Employer. Compensation also includes certain post-termination salary received within 2½ months after termination (or last day of the plan year, if later) for regular compensation, accrued vacation and sick leave. With limited exceptions, the Plan takes into account an Employee’s compensation only for the portion of the plan year in which he or she actually is a participant.

Top Heavy Allocations. The contribution allocation described in this Section (8) may vary for certain employees if the Plan is top heavy. Generally, the Plan is top heavy if more than 60% of the Plan’s assets are allocated to the accounts of key employees (i.e., certain owners and officers). If the Plan is top heavy, any participant who is not a key employees and who is employed on the last day of the plan year, may not receive a contribution allocation which is less than a certain minimum amount. Usually that minimum is 3% of compensation, but if the contribution allocation for the plan year is less than 3% for all of the key employees, the top heavy minimum contribution is the smaller allocation rate. If you are a participant in the Plan, your allocation described in this Section (8) in most cases will be equal to or greater than the top heavy minimum contribution allocation.

Allocation of Forfeitures. The Plan allocates participant forfeitures first to pay Plan expenses

then to reduce Employer contributions for the plan year following the plan year in which the forfeiture occurs.

Contribution Limitations. The law limits the amount of “annual additions” (Employer and employee contributions and forfeitures, but not trust earnings) which the Plan may allocate to your account under the Plan. Your additions may never exceed 100% of your compensation for a particular plan year, but may be less if 100% of your compensation exceeds a dollar amount announced by the Internal Revenue Service each year (e.g., 49,000 for 2009 plus catch-up contributions). The Plan may need to reduce this limitation if you participate (or have participated) in any other plans maintained by the Employer. The discussion of Plan allocations in this Section (8) is subject to this limitation except for catch-up contributions which are not subject to this limitation.

(9) Employee After-Tax Contributions. The Plan does not permit you to make voluntary after-tax contributions to the Trust fund.

(10) Vesting in Contributions.

Regular Deferral Contributions Account, Roth Deferral Contributions Account, Safe Harbor Matching Contributions Account and Qualified Nonelective Contributions Accounts. Your interest in your Regular Deferral Contributions Account, Roth Deferral Contributions Account (including catch-up contributions), Safe Harbor Matching Contributions Account, and your Qualified Nonelective Contributions Account will be 100% vested at all times.

Profit Sharing Account. Your interest in your Profit Sharing Account will become 100% vested upon your attaining the Plan’s normal retirement age of 65, or if you terminate employment because of death or disability. If you terminate employment prior to your normal retirement age for any reason other than death or disability, then your interest in your Profit Sharing Account will become vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested %</u>
Any service less than 2 years	0%
At least 2 years.....	20%
At least 3 years.....	40%
At least 4 years.....	60%
At least 5 years.....	80%
At least 6 or more years	100%

Year of Service. In determining your vested percentage under the vesting schedule, a year of service means a 12-month vesting service period in which you complete at least 1,000 hours of service. The period which the Plan uses to measure vesting service is the plan year. If you complete at least 1,000 hours of service during a plan year, you will receive credit for a year of service even though you are not employed by the Employer on the last day of that plan year.

You will receive credit for years of service with the Employer prior to the time the Employer established the Plan and for years of service prior to the time you became a participant in the

Plan.

Forfeiture Rules. The Plan incorporates two forfeiture rules in determining how the breaks in your service will impact the calculation of your vesting and the forfeitures from your Profit Sharing Account, the “forfeiture break in service” rule and the “cash out” rule. Also see Section (16) relating to loss or denial of benefits.

Forfeiture Break in Service Rule. Termination of employment alone will not result in a forfeiture under the Plan unless you do not return to employment with the Employer before incurring a “forfeiture break in service.” A “forfeiture break in service” is a period of five (5) consecutive plan years in which you do not work more than 500 hours in each plan year comprising the five (5) year period.

For example, assume you are 100% vested in your Regular Deferral Contributions Account and 60% vested in your Profit Sharing Account. After working 300 hours during a particular plan year, you terminate employment and perform no further service for the Employer during the next four (4) plan years. Under this example, you would have a “forfeiture break in service” during the fourth plan year following the plan year in which you terminated employment because you did not work more than 500 hours during each plan year of a five (5) consecutive plan year period. Consequently, you would forfeit the 40% non-vested portion of your Profit Sharing Account. If you had returned to employment with the Employer at any time during the five (5) consecutive plan year period and worked at least 501 hours during any plan year within that period, you would not incur a forfeiture under the “forfeiture break in service” rule during that five (5) consecutive plan year period.

Cash Out Rule. The cash out rule applies if you terminate employment and receive a total distribution of the vested portion of your account balance before you incur a “forfeiture break in service” (as described immediately above).

For example, assume you terminated employment during a particular plan year after completing 800 hours of service. Assume further the total value of your fully vested Regular Deferral Contributions Account is \$10,000 and your Profit Sharing Account of \$6,000 is 60% vested. Before you incur a forfeiture break in service, you receive a distribution of the \$10,000 Regular Deferral Contributions Account and the \$3,600 vested portion of your Profit Sharing Account. Upon payment of the vested portion of your account balance, you would forfeit the \$2,400 nonvested portion. If you return to employment before you incur a “forfeiture break in service,” you may have the Plan restore your “cash out forfeiture” by repaying the amount of the distribution you received attributable to your Employer contributions.

This repayment right applies only if you do not incur a “forfeiture break in service.” You must make this repayment no later than the date which is five (5) years after you return to employment with your Employer. Upon your re-employment with the Employer, you may request that the

Advisory Committee provide you with an explanation of your rights regarding the repayment option.

If the vested portion of your account balance does not exceed \$1,000, the Plan will distribute the vested portion of your account balance to you in a lump sum, without your consent. In determining whether your vested account balance exceeds \$1,000, the Plan includes any portion of your account you rolled over to the Plan from another plan or from an IRA, as well as any earnings on the rolled over portion. This Summary Plan Description refers to these rolled over amounts and related earnings as “rollover contributions.” This involuntary cash-out distribution will result in the forfeiture of your nonvested account balance, in the same manner as an employee who voluntarily elects to receive a cash-out distribution. Furthermore, upon your re-employment, you would have the same repayment option as an employee who elected a cash-out distribution, provided you return to employment with your Employer before incurring a “forfeiture break in service.”

If you are 0% vested in your entire interest in the Plan, the Plan will treat you as having received a cash-out distribution of \$0. This “distribution” results in a forfeiture of your entire Plan interest. Normally, this forfeiture occurs on the date you terminate employment with the Employer. However, if you are entitled to an allocation of Employer contributions for the plan year in which you terminate employment with the Employer, this forfeiture occurs as of the first day of the next plan year. If you return to employment before you incur a forfeiture break in service, the Plan will restore this forfeiture, as if you repaid a cash-out distribution.

(11) Payment of Benefits After Termination of Employment. After you terminate employment with your Employer, the time at which the Plan will commence distribution to you and the form of that distribution depends on whether your vested account balance exceeds \$1,000. If you receive a distribution from the Plan before you attain age 59½, the law generally imposes a 10% excise tax penalty on the amount of the distribution you must include in your gross income, unless you qualify for an exception from the penalty. You should consult a tax advisor regarding the 10% penalty. This summary makes references to your normal retirement age. The normal retirement age under the Plan is age 65.

Distributions of Account Balances of \$1,000 or Less. If your vested account balance does not exceed \$1,000 (including any rollovers), the Plan will distribute the vested portion of your account balance to you in a lump sum as of the first day of the month following your termination or as soon as administratively practicable thereafter. However, if you are entitled to an allocation for the plan year in which your termination occurs, distribution may not commence prior to the first day of the plan year following termination. If you have already attained normal retirement age when you terminate employment, the Plan must make the distribution to you no later than the 60th day following the close of the plan year in which your employment terminates, even if the normal distribution date would occur later. The Plan does not permit you to receive distribution in any form other than a lump sum if your vested account balance does not exceed \$1,000.

Distributions of Account Balances Over \$1,000. If your vested account balance exceeds \$1,000 (including any rollovers), the Plan will commence distribution to you within an administratively

practicable time after you have reached a distribution date and have made a valid election in writing to commence distribution. The Plan permits you to elect distribution as of any distribution date permitted under the Plan. However, if you are entitled to an allocation for the plan year in which your termination occurs, distribution may not commence prior to the first day of the plan year following termination. A “distribution date” under the Plan means the first day of each month of the plan year. You may not actually receive distribution on the distribution date you elect. The Plan provides the Trustee with an administratively reasonable period of time following a particular distribution date to make the actual distribution to any participant.

Distribution Procedure. No later than 30 days prior to your distribution date, the Advisory Committee will provide you with a notice explaining your right to elect distribution from the Plan and the forms necessary to make your election. If you do not make a distribution election, the Plan will commence distribution to you on the 60th day following the close of the plan year in which the latest of three events occurs: (1) your attainment of normal retirement age; (2) your attainment of age 62; or (3) your termination of employment with your Employer.

Minimum Required Distribution Rule. With limited exceptions, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 70½, or if later, when you terminate employment with your Employer. However, if you are a more than 5% owner of the Employer, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 70½. This required distribution date overrides any contrary distribution date described in this summary.

Allocation of Trust Earnings. To determine whether the vested portion of your account balance exceeds \$1,000 (including any rollovers), the Plan refers to the last valuation of your account balance prior to the scheduled distribution date. The Plan requires valuation of the Trust fund, and adjustment of participant accounts, as of the last day of the plan year. The Advisory Committee may also require a valuation on any other date. You will not receive any adjustment to your account balance for trust fund earnings after the latest valuation date. In general, the Plan allocates trust fund earnings, gains or losses for a valuation period on the basis of each participant’s opening account balance at the beginning of the valuation period, less any distributions and charges to each participant’s account during the valuation period. To the extent that the Trust is invested in daily (or other periodically) priced and/or “unitized” funds and utilizes a periodically priced record-keeping system, the term “valuation date” will mean each business day (or other appropriate period) throughout the plan year in which such funds are reported and allocated by the Plan record-keeper. You will not receive any adjustment to your account balance for trust fund earnings after the latest valuation date.

Forms of Benefit Payment. If your vested account balance exceeds \$1,000, the Plan permits you to elect distribution under any one, or a combination of, the following methods:

- (a) Lump sum.
- (b) Part lump sum and part installments, as described in (c).
- (c) Installment payments (annual, monthly or quarterly) over a specified period of time, not exceeding your life expectancy or the joint life expectancy of you and

your beneficiary.

Under an installment distribution, the Advisory Committee may direct to have the Plan segregate the amount owed to you in a separate account apart from other trust fund assets. Your separate account will continue to draw interest during the period the Plan is making retirement payments to you. If the Plan does not segregate the amount owed to you in a separate account, your retirement account will remain a part of the trust fund and continue to share in trust fund earnings, gains or losses.

(12) Payment of Benefits Prior to Termination of Employment.

Distributions From Your Regular Deferral Contributions Account, Roth Deferral Contributions Account, Safe Harbor Matching Contributions Account and Qualified Nonelective Contributions Account. Prior to your termination of employment with the Employer, you may elect to withdraw all or any portion of your Regular Deferral Contributions Account, Roth Deferral Contributions Account, Safe Harbor Matching Contributions Account and Qualified Nonelective Contributions Account after you have attained age 59½. The Advisory Committee will provide you a withdrawal election form upon request.

Distributions from Profit Sharing Account. Prior to your termination of employment with the Employer, but after you have attained age 59½ and are 100% vested in your Profit Sharing Account, you may elect to withdraw all or any portion of your Profit Sharing Account. The Advisory Committee will provide you a withdrawal election form upon request. The Advisory Committee will provide you a withdrawal election form upon request.

Distributions from Your Rollover Account. Prior to your termination of employment with the Employer, you may elect to withdraw all or any portion of your Rollover Account (limited to once each plan year). The Advisory Committee will provide you a withdrawal election form upon request.

Other than the withdrawal right described in this Section (12), the Plan does not permit you to receive payment of any portion of your account balance for any other reason, unless you terminate employment with the Employer.

(13) Disability Benefits. If you terminate employment because of disability, the Plan will pay your vested account balance to you in the form and at the time it would pay your vested account balance for any other termination of employment. Notwithstanding the forgoing, in the event of a disability (as defined by the Plan), you may commence distribution 90 days after your termination of employment. However, if your vested account balance exceeds \$1,000, the disability distribution rules are subject to an election requirement described in Section (11). In general, disability under the Plan means that due to a physical or mental disability you are unable to perform the duties of your customary position of employment for an indefinite period of time, which, in the opinion of the Advisory Committee, will be of long continued duration. The Advisory Committee will also consider you disabled if you terminate employment due to a permanent loss of use of a member or function of your body or a permanent disfigurement. The Advisory Committee may require a physical examination in order to confirm your disability.

(14) Payment of Benefits Upon Death. If you die prior to receiving all of your benefits under the Plan, the Plan will pay the balance of your account to your beneficiary. The Advisory Committee will provide you with an appropriate form for naming a beneficiary. If you are married, your spouse must consent to the designation of any nonspouse beneficiary. If your vested account balance payable to your designated beneficiary does not exceed \$1,000 (including any rollover contributions), the Plan will pay the benefit, in lump sum, to your designated beneficiary as soon as administratively practicable following your death. If your vested account balance payable to your designated beneficiary exceeds \$1,000 (including any rollover contributions), the Plan will pay the benefit to your designated beneficiary in the form and at the time elected by the beneficiary, unless you made a distribution election prior to your death. The benefit payment election generally must complete distribution of your account balance within five years of your death, unless distribution commences within one year of your death to your designated beneficiary or unless benefits had commenced prior to your death.

If a nonspouse is your named designated beneficiary, he or she may rollover such benefits into an “inherited” IRA provided that such rollover constitutes a “direct rollover” which occurs prior to the IRS deadline. Namely, transfer to the inherited IRA must be no later than the end of the year following the year of death. The beneficiary’s required minimum distributions must be timely made from the “inherited” IRA. Please contact your tax advisor to assist you with any direct rollover and in determining your required minimum distributions, since the rules are complex.

(15) Qualified Domestic Relations Order (“QDRO”) Procedure. Under some circumstances, a qualified domestic relations order (“QDRO”) entered pursuant to a state domestic relations law may direct the Plan Administrator to pay some or all of your vested account balance to a spouse, former spouse, child or other dependent for child support, alimony payments or marital property rights. The Plan has established a procedure for processing QDROs. You may obtain, without charge, a copy of the QDRO procedure from the Plan Administrator.

(16) Disqualification of Participant Status -- Loss or Denial of Benefits. There are no specific Plan provisions which provide for a disqualification of your status as a participant under the Plan or for denial or loss of Plan benefits except as provided above. However, you will not receive an allocation of the Employer’s contributions during any period of time you are a member of an excluded employment classification as explained under Section (7), “Eligibility to Participate.” In addition, if your Plan benefits become payable after termination of employment and the Advisory Committee is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment.

(17) Amendment or Termination of the Plan. The Plan provides the Participants with specific rights if the Plan is amended or terminated.

Amendment of Plan. The Employer retains the right to amend the Plan. The Employer may amend the Plan in any manner; provided that the amendment does not reduce benefits you have

already accrued under the Plan. If the Employer amends the Plan, you will receive written notice of any amendment the Employer adopts if that amendment affects your benefits under the Plan.

Termination of Plan. The Employer retains the right to terminate the Plan. If the Employer terminates the Plan, you would receive benefits under the Plan based on your account balance accumulated to the date of the termination of the Plan. Termination of the Plan could occur prior to your attaining normal retirement age, either by a decision of the Employer or by the dissolution or merger of the Employer where no successor continues the Plan. If the Employer terminates the Plan, your account will become 100% vested, if not already 100% vested, unless you had already forfeited the nonvested portion of your account prior to the termination date.

The termination of the Plan does not permit you to receive a distribution from your “restricted accounts” unless: (1) you otherwise have the right to a distribution, as described in Section (11) and (12); or (2) the Employer does not maintain a successor plan. If you are able to receive a distribution from your restricted accounts only because the Employer does not maintain a successor plan, you must agree to take that distribution as part of a lump sum payment of your entire account balances under the Plan. If you are not eligible to receive a distribution from your restricted accounts when the Plan terminates, the Trustee will transfer your restricted accounts to the successor plan. The “restricted accounts” are your Regular Deferral Contributions Account, Roth Deferral Contributions Account, your Safe Harbor Matching Contributions Account and Qualified Nonelective Contributions Account, if any.

Employment Rights. The fact that the Employer has established this Plan does not confer any right to future employment with the Employer.

Assignment of Plan Benefits. Except in very limited situations, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

(18) Claims Procedures. You need not file a formal claim with the Advisory Committee in order to receive your benefits under the Plan. When an event occurs which entitles you to a distribution of your benefits under the Plan, the Advisory Committee automatically will notify you regarding the distribution of your benefits.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

Claim for Benefits. If you believe that you are being denied rights or benefits under the Plan, you may file a claim in writing with the Administrator. This will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days; 180 days if you receive a notice of extension due to special circumstances) after the receipt of your claim by the Administrator.

If your claim is based on the determination of disability made by the Plan, then a decision on the claim of disability must be made within a reasonable period of time (generally 45 days; 75 days if you receive a notice of extension; or 105 days if you receive an additional notice of extension during the first extension period) after receipt of the claim by the Plan. An extension may be utilized if the Advisory Committee both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the applicable period (e.g., prior to the end of the 45 days period and prior to the end of the 75 day period, if a second extension is required), of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. In the case of any extension, the notice of extension will specifically explain (i) the standards on which entitlement to a benefit is based; (ii) the unresolved issues that prevent a decision on the claim; and (iii) the additional information needed to resolve those issues. The Claimant will be afforded at least 45 days within which to provide the specified information.

Content of Initial Claim Denial. The written notice from the Plan denying your claim must contain the following information: the specific reason or reasons for the denial; specific reference to those Plan provisions on which the denial is based; a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If a determination of disability is being denied, you will also receive the following information, if applicable: (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request. (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

Finally, a notice of denial will advise you that failure to timely appeal for review of your claim to the Advisory Committee in writing within 60 days (180 days for a Disability determination) after receipt of the notice of denial of benefits will render the Advisory Committee's determination final, binding and conclusive.

If notice of the denial of a claim is not furnished to you in accordance within such period, you will be considered to have exhausted your administrative procedures. If your claim has been denied, and you want to submit your claim for review, you must follow the claims review procedure below.

Claims Review Procedure. Upon the denial of your claim for benefits, you (or your authorized representative) may file your claim for review, in writing, with the Administrator.

(a) You must file the claim for review no later than 60 days (180 days for a Disability

determination) after you have received written notification of the denial of your claim for benefits.

- (b) You may submit written comments, documents, records, and other information relating to your claims for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claims for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition, to the items described immediately above, if your claim is for disability benefits and disability is determined by the Administrator (or a person appointed by the Advisory Committee), then the *Claims Review Procedure* will include:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation in (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

Content of Claim Denial on Appeal. If your claim is denied, the Administrator must provide you with written notice of this denial within 60 days after the Administrator's receipt of your written claim for review. There may be times when this 60-day period may be extended. This extension may only be made, however, when there are special circumstances that are communicated to you in writing within the 60-day period. If there is an extension, a decision will be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review. In addition, the extension notice will indicate the special circumstances requiring the extension and the date by which the Plan expects to recent its decision on review. However, if the claim relates to disability benefits and disability is determined by the Advisory Committee (or a person appointed by the Advisory Committee), then 45 days will apply instead of 60 days.

In the event your claim is denied on review, the notification of denial will set forth:

- (a) The Administrator's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.
- (b) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (c) In the case of disability benefits where disability is determined by the Advisory Committee:
 - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.
- (d) A statement regarding the Claimant's right to bring an action under Section 502(a) of ERISA.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

(19) Retired Participant, Separated Participant with Vested Benefit, Beneficiary Receiving Benefits. If you are a retired participant or beneficiary receiving benefits, the benefits you presently are receiving will continue in the same amount and for the same period provided in the mode of settlement selected at retirement. If you are a separated participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefit upon request to the Plan Administrator. There is no Plan provision which reduces, changes, terminates, forfeits, or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount, except as provided in Section (16).

(20) Participant's Rights under ERISA. As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites), all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual

report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

- (c) Receive a summary of the Plan's annual financial report. ERISA requires the Plan Administrator to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you that you have a right to receive a retirement benefit at the normal retirement age under the Plan and what your benefit could be at normal retirement age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will advise you of the number of additional years you must work to receive a retirement benefit. You must request this statement in writing. The law does not require the Plan Administrator to give this statement more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or from exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive the materials within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the material were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suite in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200

Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

(21) Federal Income Taxation of Benefits Paid. Existing Federal income tax laws do not require you to report currently as income amounts the Employer contributes to the Plan and which the Advisory Committee allocates to your account. However, when the Trustee ultimately distributes your account balance to you, such as upon your retirement or other distributable event, you must report as income the Plan distributions you receive. The Federal tax laws may permit you to defer Federal income taxation of a distribution by making a “rollover” contribution or a “direct transfer” to your own rollover individual retirement account or to another qualified plan. The forms you receive at the time of your distribution will explain these various options to you. We emphasize that you should consult your own tax advisor with respect to the proper method of reporting any distribution you receive from the Plan. Non-spouse beneficiaries who wish to rollover their benefits, see Section 14.

(22) Participant Loans. The Plan permits the Advisory Committee to adopt a policy under which the Plan may make loans to participants and beneficiaries. A copy of the loan policy adopted by the Advisory Committee may be obtained from a member of the Advisory Committee upon request.

(23) Participant Direction of Investment. The Plan permits each Participant to direct the investment of his or her account balance under the Plan. The Advisory Committee, upon your request, will provide you with a form for making your investment direction. The investment direction form will explain your investment options and will explain the frequency with which you may change your investment elections. The Trustee will invest your account balance under the Plan in accordance with your written instructions. The Plan is an ERISA § 404(c) Plan. To the extent you direct the investment of your account balance under the Plan, the Employee Retirement Income Security Act of 1974 relieves the Trustee and other Plan fiduciaries from liability for any loss that may result from your exercise of direction of investment for your account.

(24) Administrative Charges to Participant Accounts. The Employer may pay some Plan administration expenses with its own assets rather than using Plan assets. To the extent the Employer does not pay Plan expenses with its own assets, the Plan generally will pay the expenses of Plan administration (including, but not limited to, recordkeeping fees, trustee and custodial fees, legal fees, audit fees, asset management fees, expenses for bonding required by ERISA, fees and expenses of the trustee or annuity contract and investment education services) and will assess the expenses paid against each Participant’s account pro rata based on the value of each Participant’s account balance. For example, if the Plan pays \$1,000 in expenses and your account balance constitutes 5% of all of the account balances of all Participants, your account would be charged \$50 ($\$1,000 \times 5\%$) of the expense. However, the Plan may assess to an individual Participant’s account certain expenses incurred by or attributable to the individual Participant. For example, if the Plan provides for allocation to each Participant of the expenses of a distribution and you receive a distribution, the cost of the distribution would be charged directly against your account balance rather than being charged pro rata against the account

balances of all Participants. The Employer, from time to time, may change the manner in which the Plan allocates expenses, or the type of expenses the Plan will assess against an individual Participant's account. Currently, the following expenses will be charged against the Participant's account to which they relate:

Post-termination expenses. After termination of employment with the Employer, the Plan will charge the Participant's account their pro rata share of the Plan's administration expenses, regardless of whether the Employer otherwise pays some of these expenses for current employees.

Participant loan. Participant loan application fee (includes processing and document preparation) and annual maintenance fee. These fees are set forth in the Loan Policy.

QDRO. Qualified domestic relations order ("QDRO") review and processing, including notices to parties and preparation of QDRO distribution check. In addition to the amount indicated below, the Plan will charge the participant's account for actual legal expenses and costs if the Plan consults with legal counsel regarding the qualified status of the order.

Amount: \$50.00

Missing participant search. Search for a participant with whom the Plan is unable to communicate using the participant's last known address reflected in the Plan's records (*e.g.*, for purposes of sending distribution notices when distributions become mandatory).

ACKNOWLEDGEMENT OF RECEIPT OF
SUMMARY PLAN DESCRIPTION OF THE

BECKER TRUCKING, INC.
401(k) PROFIT SHARING PLAN AND TRUST

I hereby acknowledge receipt of a copy of the Summary Plan Description ("SPD") on the above plan. I received a copy of the SPD on the date indicated below.

Dated: _____

Participant's Name - Printed

Signature of Participant