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RETIREMENT PLAN  
FOR EMPLOYEES OF  
CENTRAL MAINE HEALTHCARE CORPORATION

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(Amended and Restated January 1, 2008)

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ARTICLE 1  
NAME AND EFFECTIVE DATES

1.01 Name of Plan. This Plan shall be known as the Retirement Plan for Employees of Central Maine Healthcare Corporation, formerly known as the "Retirement Plan for Employees of Central Maine Medical Center."

1.02 Effective Date. The effective date of the Plan as originally adopted by Central Maine Medical Center (formerly Central Maine General Hospital) was January 1, 1965. Effective January 1, 1984, Central Maine Healthcare Corporation adopted the Plan and amended it to read as the "Retirement Plan for Employees of Central Maine Healthcare Corporation." Effective January 1, 1984, the Plan was amended to comply with the Tax Equity and Fiscal Responsibility Act of 1982; effective January 1, 1985, the Plan was further amended and restated to comply with the Tax Reform Act of 1984; effective as of January 1, 1989, the Plan was restated, with certain provisions as stated herein effective as of January 1, 1987, January 1, 1988, January 1, 1989, or January 1, 1990 in order to comply with the Tax Reform Act of 1986, the Omnibus Budget Reconciliation Act of 1987 and the Technical and Miscellaneous Revenue Act of 1988; and effective January 1, 1993, the Plan was further amended to comply with the Unemployment Compensation Amendments of 1992 and the Omnibus Budget Reconciliation Act of 1993. The Plan is hereby restated effective as of January 1, 1997 to comply with the Retirement Protection Act of 1994 provisions of the 1994 Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996 and the Taxpayer Relief Act of 1997. Effective as of December 31, 2001, the Rumford Community Hospital Retirement Plan ("Rumford Plan") was merged into this Plan. The benefits of participants of the Rumford Plan accrued as of December 31, 2001 shall be governed by the terms of the Rumford Plan as incorporated herein. No Employee who is initially hired after December 31, 2009 will become eligible to participate in the Plan. Further, effective March 31, 2011 the Plan is frozen and all accruals and participation shall cease.

The Plan as amended herein is effective January 1, 2008, unless otherwise stated herein, and is intended to satisfy the amendment requirements contained in Internal Revenue Service Notice 2007-94 (2007 Cumulative List of Changes in Plan Qualification Requirements) for a Cycle C filer as described in Internal Revenue Service Revenue Procedure 2008-6.

ARTICLE 2  
DEFINITIONS

2.01 "Actuary" means the actuarial consultant designated by the Board of Directors of the Employer from time to time to make all actuarial computations required in connection with the Plan.

2.02 "Actuarial Equivalent" means a benefit of equal actuarial value when determined on one of the following bases:

- (a) For purposes of converting among annuity forms, an interest rate of seven and one-half (7-1/2%) per annum, compounded annually, using the 1984 Unisex Pension Mortality Table.
  
- (b) For purposes of determining the amount payable to a Member as a single lump sum payment under Section 12.01:
  - Mortality: 1983 Group Annuity Mortality table assuming an employee population of 50% male and 50% female.
  - Interest Rate: The rate of interest on 30-year Treasury securities as specified by the Commissioner of Internal Revenue for the second month prior to the first day of the Plan Year in which such determination is made.

Notwithstanding the foregoing, in determining a single sum payment made to a Rumford Member beginning on and after January 1, 2002 and ending before January 1, 2003, such Rumford Member shall receive the greater of (i) the single sum determined based on the rate of interest on 30-year Treasury securities as specified by the Commissioner or Internal Revenue for May of the Rumford Plan plan year prior to the plan year during which the distribution is made (such plan year being from July 1 to June 30), and (ii) the single sum determined based on the Interest Rate



described above. Effective for lump sum payments with an Annuity Starting Date on and after January 1, 2003, the mortality table shall be the applicable mortality table used for purposes of satisfying the requirements of Code Section 417(e) which is the table prescribed in Rev. Rul. 2001-62.

Effective with respect to Annuity Starting Dates on and after January 1, 2008, Actuarial Equivalence for a benefit subject to the requirements of Code Section 417(e) shall be based on the applicable interest rate as defined in Section 417(e)(3)(C) of the Code for the month of November preceding the Plan Year of the distribution and the applicable mortality table as defined in Section 417(e)(3)(B) of the Code.

- (c) For purposes of determining the limitation in benefits under Section 7.04, the provisions of such Sections shall apply.
- (d) For purposes of determining the portions of a Member's accrued benefit derived from a Member's contributions under Section 7.12, the provisions of Section 7.12 shall apply.

2.021 "Rumford Actuarial Equivalent" means, for purposes of converting annuity forms provided under the Rumford Plan, attributable to the benefit set forth in Section 7.012(c), the following factors and assumptions:

- (a) For a 100% contingent annuity as provided under Section 11.02, the factor is equal to 84% plus (minus) 1% for each full year in excess of two that the Beneficiary is older (younger) than the Rumford Member, to a maximum percentage of 92% and a minimum percentage of 76%.
- (b) For a 50% contingent annuity as provided under Section 11.02, the factor is equal to 92% plus (minus) ½% for each full year in excess of two that the Beneficiary is older (younger) than the Rumford Member, to a maximum percentage of 96% and a minimum percentage of 88%.
- (c) For a Ten Years Certain Option as provided under Section 11.03, the factor is 95%.

2.03 "Affiliated Employer" means (a) any corporation, other than Central Maine Healthcare Corporation, which is a member of a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code) with the Employer, (b) any trade or business, whether or not incorporated, other than the Employer, which is under common control (as defined in Section 414(c) of the Internal Revenue Code) with the Employer, (c) any service organization required to be aggregated with the Employer under Section 414(m) of the Internal Revenue Code, or (d) any other entity covered by Regulations issued under Section 414(o) of the Internal Revenue Code.

2.04 "Annual Earnings" means, with respect to Plan Years commencing on January 1, 1993, the total compensation paid to an Employee by the Employer for a Plan Year as reported to the Federal government on the Form W-2 (including amounts deferred under Sections 125, 401(k) and 403(b) of the Code). In addition, Annual Earnings shall include before tax contributions to deferred compensation plans and/or voluntary contributions to employer-sponsored welfare benefit plans which provide key man life insurance benefits). Effective for Plan Years beginning on and after January 1, 2004, Annual Earnings shall also include any amounts deferred under Section 132(f)(4) of the Code. Notwithstanding anything contained herein to the contrary, commencing on January 1, 1989 an Employee's Annual Earnings for any year shall be limited to a maximum of \$200,000 under Section 401(a)(17) of the Code (as indexed under Code Section 415(d)) for such year. Commencing on January 1, 1994 an Employee's Annual Earnings for any year shall be limited to a maximum of \$150,000 under Section 401(a)(17) of the Code (as indexed under Code section 415(d)). For Plan Years commencing before January 1, 1997, in determining Annual Earnings of 5% owners and the ten (10) most highly compensated Employees, Annual Earnings shall include the earnings of family members which shall include the spouse of the Employee and any lineal descendants of the Employee who have not attained age 19 before the end of the Plan Year and who are also Employees.

Effective for benefit accruals in Plan Years beginning after December 31, 2001, the Annual Earnings for each member taken into account in determining accruals shall not exceed \$200,000 (as adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code). Annual Earnings means earnings during the Plan Year or such other consecutive 12-month period over which earnings is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Annual Earnings for any prior determination period shall be limited to \$200,000.

2.041 "Annual Earnings" means, with respect to years of Continuous Service prior to January 1, 1970, the basic rate of compensation regularly payable to an Employee limited to a maximum of \$15,000, and, with respect to years of Continuous Service after December 31, 1969, the basic rate of compensation regularly payable to an Employee. In both cases, Annual Earnings shall be exclusive of any special compensation such as overtime, bonus payments, or other distributions. For purposes of this Section 2.041, the conversion of an Employee's basic rate of compensation to an annual basis shall be determined in accordance with the Plan document in effect prior to January 1, 1989.

2.042 "Final Average Earnings" means the average of the five highest consecutive rates of Annual Earnings for the last ten Plan Years preceding the Member's actual retirement date, or termination of Service, if earlier.

2.043 "Rumford Member Final Average Earnings" means for a Rumford Member the five highest consecutive rates of Annual Earnings for the last ten Plan Years preceding a Rumford Member's actual retirement date, or termination of Service, if earlier, except that for Plan Years beginning prior to January 1, 2002, Annual Earnings shall be based on the following periods:

- (a) Annual Earnings for the six month period from July 1, 2001 to December 31, 2001;

- (b) for Plan Years beginning on or before January 1, 2000, Annual Earnings for the Rumford Plan plan year (July 1 to June 30) commencing within the Plan Year; and
- (c) for the initial Plan Year in the averaging period for Plan Years beginning on or after January 1, 1997, Annual Earnings shall be equal to one-half of the Annual Earnings for the Rumford Plan plan year (July 1 to June 30) ending within the Plan Year.

2.05 "Beneficiary" means the person or persons (other than a Provisional Payee), institution or trust designated by a Member to receive any benefits following the death of the Member; provided, however, that such Beneficiary shall be the Member's spouse unless the spouse consents in writing to the designation of someone other than the spouse and the spouse's consent acknowledges the effect of such designation and is notarized by a notary public or witnessed by a Plan representative, or it is established to the satisfaction of the Retirement Committee that the spouse's consent may not be obtained because the Member is not married, because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

2.06 "Board of Directors" means the Board of Directors of Central Maine Healthcare Corporation.

2.07 "Continuous Service" means the most recent period of **uninterrupted** service with the Employer prior to his actual retirement date, with no breaks in service which would have terminated the Employer-Employee relationship. Notwithstanding this definition, an Employee or Member shall be eligible to earn Continuous Service while on an authorized leave of absence as defined in Article 4, Leave of Absence or Service in The Armed Forces, while employed with a predecessor employer under Section 414(a) of the Code, and while employed by a member of the controlled group of corporations of which the Employer is a member under Sections 414(b) or 414(c) of the Code. Notwithstanding this definition, a Member shall continue to accrue Continuous Service for such years in

which no contributions are required under the Plan in accordance with Section 8.01, Member Contributions.

Except as provided in Section 2.071 and Section 3.032, an Employee must accumulate at least 1,000 Hours of Service in a Plan Year in order to be credited with a year of Continuous Service. During any Plan Year after December 31, 1975 in which an Employee accumulates more than 500 Hours of Service but less than 1,000 Hours of Service, he will not be deemed to have a break-in-service; however, he will not be credited with any Continuous Service for such Plan Year. Continuous Service for purposes of this Section 2.07 includes:

- (a) compensated time,
- (b) a Maternity or Paternity Leave of Absence, as defined under Section 2.12.

If an Employee had a break in service prior to January 1, 1976, his Continuous Service will not include any period of employment prior to such break in service.

Notwithstanding the foregoing, for purposes of determining the Continuous Service of a Rumford Member, the following shall apply:

- (a) For purposes of eligibility to become a Member of the Plan under Article 3, eligibility service by a Rumford Member under the Rumford Plan prior to January 1, 2002 shall be taken into account in determining Continuous Service in the Plan.
- (b) For purposes of early commencement of benefits under Sections 5.04 and 9.03, and vesting of benefits under Section 9.02, vesting service by a Rumford Member under the Rumford Plan prior to January 1, 2002 shall be taken into account in determining Continuous Service in the Plan (with such service generally being the period beginning on the Rumford Member's Employment Commencement Date and ending on the Severance from Service Date as such terms are defined in the Rumford Plan).

For purposes of determining a Rumford Member's benefit under Article 7 of the Plan, credited service by a Rumford Member under the Rumford Plan prior to January 1, 2002 shall be taken into account; provided, however, that for the period from July 1, 2001 to December 31, 2001 he shall receive a partial year equal to the number of completed calendar months of employment divided by twelve (12).

2.071 If an Employee who regularly accumulates 1,000 Hours of Service in a Plan Year either begins employment after the first day of a Plan Year or terminates employment prior to the last day of a Plan Year so that he does not accumulate 1,000 Hours of Service during such Plan Year, he will be credited with a portion of a year of Continuous Service equal to the ratio that the number of Hours of Service he has accumulated during that Plan Year bears to 1,000.

2.072 Subject to the provisions of Section 9.05, Reinstatement of Accrued Benefit Upon Reemployment, if an Employee or Member whose Continuous Service is broken after January 1, 1976, is subsequently reemployed, on or after January 1, 1985, and he thereafter meets the definition of Employee, his prior Continuous Service shall be reinstated as of his reemployment date if:

- (a) he had met the requirements for a Vested Benefit in accordance with Section 9.02 at the time his prior Continuous Service was deemed broken, or
- (b) if he had not met such requirements, the number of his consecutive one-year breaks in service from the time his prior Continuous Service is deemed broken to the date of his reemployment does not equal or exceed the greater of:
  - (i) five, or
  - (ii) the aggregate number of years of Continuous Service immediately prior to the date such breaks in service began.

Employees who are reemployed prior to January 1, 1985 shall have their Continuous Service determined under the Plan provisions as in effect on December 31, 1984.

2.073 For purposes of the Plan, a "one-year break in service" shall be deemed to have occurred at the end of a Plan Year in which an Employee fails to accumulate more than 500 Hours of Service.

2.08 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute enacted in its place.

2.09 "Credited Interest" means, up to and including December 31, 1969, interest at the rate of 3% per annum; on or after January 1, 1970 but prior to January 1, 1976, interest at the rate of 4½% per annum; on or after January 1, 1976 but prior to July 1, 1982, interest at the rate of 5% per annum; on or after July 1, 1982, but prior to January 1, 1988 interest at the rate of 5½% per annum; and on or after January 1, 1988 the rate of interest required by Section 411(c)(3) of the Internal Revenue Code; in all cases compounded annually for the number of completed months from the January 1 following the date of payment.

2.10 "Employee" means any person employed by the Employer, excluding any person who is employed by the Employer on a retainer basis.

2.101 An Employee under this Section 2.10 shall include leased employees within the meaning of Section 414(n)(2) of the Code. The term leased employee means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. However, such leased employees shall not be eligible for membership in the Plan nor shall they be counted as "Employees" if such leased employees constitute less than twenty percent of the Employer's non-highly compensated work force within the

meaning of Section 414(n)(5)(C)(ii) of the Code and they are covered by a plan described in Section 414(n)(5) of the Code. Leased employees shall not be eligible to participate in the Plan unless the Employer determines that the Plan's qualified status require inclusion of any specified leased employee.

2.102 Notwithstanding anything herein to the contrary an individual who is not characterized or treated as a common-law employee by the Employer shall not be eligible to participate in the Plan. However, in the event that such an individual is reclassified or deemed to be reclassified as a common-law employee, the individual shall be eligible to participate in the plan no earlier than the actual date of such reclassification (if each individual otherwise qualifies as an Eligible Employee hereunder). If the effective date of any such reclassification is prior to the actual date of such reclassification, in no event shall the reclassified individual be eligible to participate in the Plan retroactively to the effective date of such reclassification.

2.11 "Employer" means Central Maine Healthcare Corporation or any successor thereto and any Affiliated Employer who adopts this Plan with the consent of Central Maine Healthcare Corporation.

2.12 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor statute enacted in its place.

2.13 "Hours of Service" means (a) each hour for which an Employee is compensated or is entitled to be compensated either directly or indirectly by the Employer, (b) in the case of an authorized leave of absence as described in Article 4, Leave of Absence or Service in the Armed Forces, for which an Employee is not compensated by the Employer, other than a Maternity or Paternity Leave of Absence, each hour during such absence for which an Employee would have been compensated if he had continued to work his regular schedule as in effect at the date such absence began, (c) each hour during a Maternity or Paternity Leave of Absence for which an Employee would have been compensated if he had continued to work his regular schedule as in effect



immediately prior to the date such leave began, if necessary to prevent a one-year break in service during such Plan Year, or the following Plan Year, and (d) each hour not included in (a), (b) or (c) above for which back pay, irrespective of mitigation damages, is either awarded or agreed to by the Employer. Hours credited under this clause (d) shall be credited to the Plan Year for which the award is made.

Hours credited under (a) above for any period when an Employee is not performing duties for the Employer shall be determined in accordance with the provisions of section 2530.200b-2(b) and 2530.200b-2(c)(ii) of the Department of Labor Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans.

2.14 “Maternity or Paternity Leave of Absence” means any absence of an Employee commencing on or after January 1, 1985, due to:

- (a) the pregnancy of the Employee,
- (b) the birth of a child of the Employee,
- (c) the adoption of a child by the Employee, or
- (d) the caring for such a child during the period immediately following such birth or adoption.

2.15 “Member” means any Employee who will become a Member of the Plan in accordance with the provisions of Article 3, Eligibility, and whose membership will not have ceased. Notwithstanding the foregoing, no Employee who is initially hired after December 31, 2009 will become a Member in the Plan.

2.151 “Retired Member” means a former Member who has retired under the terms of the Plan and has become eligible to receive benefits under the Plan.

2.152 “Terminated Member” means a former Member who ceased to be an Employee prior to his Normal Retirement Date for any reason other than retirement in accordance with the terms of the Plan, or death.

2.16 “Named Fiduciary” means the Retirement Committee as set forth in Article 14, Administration of the Plan.

2.17 “Normal Retirement Age” means the date on which an Employee attains his sixty-fifth birthday or his fifth anniversary after participation in the Plan commences, whichever occurs later.

2.18 “Plan” means the Retirement Plan for Employees of Central Maine Healthcare Corporation (formerly known as the “Retirement Plan for Employees of Central Maine Medical Center”), as described in this instrument and as it may be amended from time to time hereafter.

2.19 “Plan Administrator” means the Retirement Committee as set forth in Article 14, Administration of the Plan.

2.20 “Plan Year” means the twelve-month period commencing on January 1 and ending on December 31.

2.201 “Anniversary Date” means January 1 of each Plan Year.

2.21 “Provisional Payee” means a person designated by a Member, in accordance with Section 11.02, Joint and Survivor Option, to receive Joint and Survivor Benefits in the event of the Member’s death.

2.22 “Retirement Committee” or “Committee” means the committee appointed to administer the Plan as set forth in Article 14, Administration of the Plan.

2.23 “Social Security Retirement Age” means the age used as the retirement age under Section 216(l) of the Social Security Act, except that such section shall be applied

without regard to the age factor, and as if the early retirement age under Section 216(l)(2) of such Act were 62.

2.24 "Spouse" means the person legally married to the Member determined in accordance with the laws of the state or jurisdiction in which the Member is domiciled. Spouse shall also include a former Spouse to the extent provided under a Qualified Domestic Relations Order as described in section 414(p) of the Code and Sections 12.03 and 12.031.

2.25 "Trust Agreement" means the agreement providing for the Trust Fund.

2.26 "Trust Fund" means the fund established under the Trust Agreement by contributions made by the Employer and the Employees and from which the benefits under the Plan are to be paid.

2.27 "Trustee" means the party or parties, individual or corporate, named in the Trust Agreement as Trustee and any duly appointed additional or successor Trustee or Trustees acting thereunder.

2.28 "Rumford Member" means a member of the Rumford Plan on December 31, 2001 who has an accrued benefit under such plan.

2.29 "Rumford Plan" means the Rumford Community Hospital Retirement Plan as in effect on December 31, 2001.

2.30 "Rumford Plan Formula" means the benefit formula in effect in the Rumford Plan on December 31, 2001, such formula equal to the sum of (a) plus (b), multiplied by (c), as set forth below:

- (a) 1.1% of final average compensation (as defined in the Rumford Plan) up to Covered Compensation,

- (b) 1.6% of final average compensation (as defined in the Rumford Plan) in excess of Covered Compensation,
- (c) credited service (as defined in the Rumford Plan) up to 20 years plus  $\frac{1}{2}$  of credited service that exceeds twenty (20) but is less than thirty (30) years (therefore, the maximum years of credited service is twenty-five (25)); provided, however, that only credited service as of January 1, 2002 shall be taken into account.”

2.31 “Covered Compensation” means, with regard to a Rumford Member’s Benefit accrued as of December 31, 2001 under the Rumford Plan, for any Plan Year, the average of the Social Security Taxable Wage Bases in effect at the beginning of the Plan Year under Section 230 of the Social Security Act for each calendar year during the 35-year period ending with the last day of the calendar year in which the Rumford Member attains or will attain his or her Social Security Retirement Age. Covered Compensation shall be rounded down to the next lowest \$1,000 increment. In determining a Participant’s Covered Compensation for a Rumford Plan Year, the Social Security Taxable wage Base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as those in effect for the Plan Year for which the determination is being made. A Rumford Member’s Covered Compensation for any Plan Year after the 35-year period is the Rumford Member’s Covered Compensation for the Plan Year in which the Rumford Member attained his or her Social Security Retirement Age.

Wherever used in this Plan, a masculine pronoun or adjective shall be deemed to include the masculine and feminine gender, and a singular word shall be deemed to include the singular and plural, in all cases where the context requires.

ARTICLE 3  
ELIGIBILITY

3.01 Present Employees Included in Plan. Each Employee in the service of the Employer on January 1, 1989, who was a Member of the Plan on December 31, 1988 shall continue to be a Member of the Plan. Each Rumford Member in the service of Rumford Community Hospital on December 31, 2001, who was a member of the Rumford Plan on December 31, 2001 shall become a Member of this Plan on January 1, 2002.

3.02 Present Eligible Employees. Each Employee in the service of the Employer on January 1, 1989 who was not a Member on December 31, 1988 shall be eligible to become a Member pursuant to Section 3.04 as of January 1, 1989 if:

- (a) he has completed one year of Continuous Service with the Employer, and
- (b) he has reached his twenty-first birthday.

3.03 Other Employees. Each other Employee in the service of the Employer on January 1, 1989, and each future Employee shall be eligible to become a Member of the Plan pursuant to Section 3.04 on the first applicable January 1 or July 1 or coinciding with or next following the date on which:

- (a) he has completed one year of Continuous Service with the Employer, and
- (b) he has reached his twenty-first birthday.

3.031 For purposes of this Article, an Employee shall be deemed to have completed a year of Continuous Service at the end of the eligibility computation period in which he completes 1,000 Hours of Service. The eligibility computation period shall be the twelve-month period commencing with his date of employment or reemployment, if applicable, and anniversaries thereof.

3.032 If an Employee whose Continuous Service was broken is reemployed after such date then such prior service shall be counted solely for purposes of determining the Employee's eligibility for participation under this Article. If such Employee was a Member of the Plan prior to such break, then such reemployed Employee shall automatically be eligible to become a Member immediately upon his reemployment.

3.04 How to Join. An Employee must indicate his desire to become a Member of the Plan by filing with the Employer an enrollment card authorizing the deduction from his Annual Earnings of the contributions required from him under Article 8, Contributions. The Employer will furnish an enrollment card to each of its eligible Employees. If such enrollment card is filed by an eligible Employee within thirty (30) days after it is furnished to him, he will become a Member of the Plan as of the date he first became eligible to join the Plan.

3.05 Failure to Join When Eligible. An Employee who does not join the Plan on the January 1 or July 1 when he is first eligible may join the Plan on any following January 1 or July 1, but he will not receive benefits for any service prior to the date he joins the Plan.

3.06 Special Rule for Employees Hired After Age 60. Notwithstanding the terms of the Plan in existence on December 31, 1987, an Employee who was hired prior to January 1, 1988 and after attaining age 60 shall be credited with all service for purposes of determining eligibility and vesting retroactive to the Employee's date of employment; provided, however that no years of Continuous Service for benefit purposes shall be credited to such Employee for such periods of employment prior to January 1, 1988 and prior to the Employee making contributions as provided for in Section 3.04, How to Join. If such Employee has satisfied the eligibility requirements of one year of Continuous Service (and greater than age 21), he shall participate in the Plan as of January 1, 1988.

3.07 Membership Freeze Effective January 1, 2010. Notwithstanding anything here to the contrary, no Employees who are initially hired by the Employer after December 31,

2009 will become eligible to participate in the Plan. In no event shall any individual become a Member in the Plan after March 31, 2011.

## ARTICLE 4

### LEAVE OF ABSENCE OR SERVICE IN THE ARMED FORCES

4.01 Eligibility Date. Authorized leaves of absence shall be granted in accordance with personnel policies uniformly applied to all Employees similarly situated. An Employee (not a Member of the Plan in accordance with Section 2.13, Member) who returns to the service of the Employer within three working days after the termination of an authorized leave of absence, shall be deemed to have been in the Continuous Service of the Employer during such absence and shall be eligible to join the Plan on the first applicable January 1 or July 1 following his return upon which he meets the requirements of eligibility as set forth in Article 3, Eligibility.

4.02 Qualified Military Service and HEART Act Provisions.

- (a) An Employee or Member who leaves the service of the Employer to enter the Armed Forces of the United States will be deemed to have been granted an authorized leave of absence.
  
- (b) Notwithstanding any provision of this Plan to the contrary, effective as of October 13, 1996, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.
  
- (c) Effective on and after January 1, 2007, if a Member dies while performing qualified military service as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), the survivors of the Member will be entitled to any additional pre-retirement death benefits (other than benefit accruals relating to the period of qualified military service as defined under USERRA) provided under the Plan had the Member resumed and then terminated employment on account of death as required by the HEART Act.
  
- (d) Effective January 1, 2009, differential wage payments as defined in Section 3401(h)(2) of the Code will be treated as Compensation to the extent required by Section 414(u) of the Code.



(e) Subparts (c) and (d) are intended to comply with the applicable required provisions of the HEART Act, and will be interpreted in accordance with such requirements.

4.03 No Contributions. A Member who is granted an authorized leave of absence and who does not continue to receive compensation from the Employer shall remain in the Plan, but no further contributions shall be made by or for him until his return to active employment with the Employer and upon receipt of compensation.

4.04 Expiration Date. An authorized leave of absence shall be deemed to have terminated upon the expiration of the period for which it was granted or, in the case of service in the Armed Forces, upon the expiration of three months after honorable discharge from such service or the expiration of the period during which the Employee or Member is entitled to reemployment rights by Federal law, whichever is the later date.

ARTICLE 5  
RETIREMENT DATES

5.01 Normal Retirement Date. The Normal Retirement Date of an Employee shall be the first day of the month following his Normal Retirement Age.

5.02 Early Retirement Date. A Member who reaches his fifty-fifth (55) birthday and has completed at least ten (10) years of Continuous Service may elect an Early Retirement Date which may be the first day of any month subsequent to such election.

5.03 Deferred Retirement Date. Each Member will be required to retire in accordance with the retirement policy of the Employer; such policy will be administered in accordance with the provisions of applicable law. Any Member who retires after his Normal Retirement Date shall be retired on a Deferred Retirement Date which shall be the first day of the month coinciding with or next following the date of his actual retirement from the employ of the Employer. No contributions are required to be made by a Member after his Normal Retirement Date.

5.04 Rumford Early Retirement Date. Effective January 1, 2002, a Rumford Member who reaches age 50 and has completed at least ten (10) years of Continuous Service may elect a Rumford Early Retirement Date which may be the first day of the month subsequent to such election. For purposes of this section, vesting service under the Rumford Plan prior to January 1, 2002 shall be taken into account in determining Continuous Service in this Plan.

ARTICLE 6  
FORM OF BENEFIT

6.01 Normal Form of Benefit. Except as provided in Section 6.02, Spouse Joint and Survivor Annuity, the normal form of benefit under the Plan shall be an annuity for life payable monthly to the Member, commencing on his Annuity Starting Date and terminating with the payment preceding his death; provided, however, that if the Member should die prior to receiving retirement benefits equal to his own contributions plus Credited Interest to his Annuity Starting Date, his Beneficiary shall receive a payment equal to the excess of the Employee's contributions, plus Credited Interest, over the retirement benefits he has already received.

6.02 Spouse Joint and Survivor Annuity. If a married Member is in the active service of the Employer on or after January 1, 1976, his retirement benefit instead of being the normal form of benefit described in Section 6.01, Normal Form of Benefit, shall be a reduced amount paid in the form of a Spouse Joint and Survivor Annuity calculated as set forth in Section 6.022, provided that the conditions set forth in Section 6.021 have been met.

6.021 Requirements for Spouse Joint and Survivor Annuity. In order for a Spouse Joint and Survivor Annuity to be payable, the following conditions must be met:

- (a) the Member and his Spouse are living on the Member's retirement date,
- (b) the Member and his Spouse are married at the Annuity Starting Date, and
- (c) the Member did not elect, in writing, to have his benefit paid under the normal form of benefit described in Section 6.01, Normal Form of Benefit, or under one of the options under Article 11, Optional Retirement Benefits.

6.022 Calculation of Spouse Joint and Survivor Annuity. The Spouse Joint and Survivor Annuity shall be a reduced amount payable to the Member for his lifetime with provision for continuation of an amount equal to 50% of the Member's reduced amount payable as a Spouse Joint and Survivor Annuity, to be paid to the Member's surviving Spouse for the Spouse's lifetime after the death of the Member.

6.023 Waiver of Spouse Joint and Survivor Annuity. Any election by the Member to have his benefit paid in a form other than a Spouse Joint and Survivor Annuity must be made by the Member in writing prior to his Annuity Starting Date within the election period hereinafter described. Such election period shall be the ninety (90) day period ending on the Participant's Annuity Starting Date.

The Committee shall provide the Member an explanation of the terms and conditions of the Spouse Joint and Survivor Annuity and his right to make and revoke an election not less than 30 nor more than 90 days prior to the Annuity Starting Date. Such explanation shall include procedures adopted by the Plan Administrator which provide a nontechnical explanation of terms and conditions of the Spouse Joint and Survivor Annuity, the financial effect upon the Member's retirement income of his election not to receive a Spouse Joint and Survivor Annuity (and the relative economic benefit of other optional benefits) including the consequences of failing to defer commencement to a later date, the rights of the Member's Spouse and the right to make, and the effect of, a revocation of an election not to receive a Spouse Joint and Survivor Annuity. An election shall be effective if the Member's Spouse consents in writing to such election of the form of payment described in Section 7.01 and the Spouse's consent acknowledges the effect of such election (including the right to limit consent to a specific beneficiary or specific form of payment) and is notarized by a notary public, or it is established to the satisfaction of the Committee that the Spouse's consent may not be obtained because the Spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. Any consent by a Member's Spouse is effective only as to that Spouse and a Spouse's consent shall be irrevocable. A Member also may rescind his election of an optional benefit form any number of times during the election

period described above, whereupon the Spouse Joint and Survivor Annuity will become automatic.

Notwithstanding the foregoing, the Annuity Starting Date for a payment in a form other than a Spouse Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided:

- (a) the Member has been provided with information that clearly indicates that the Member has at least 30 days to consider whether to waive the Spouse Joint and Survivor Annuity and elect (with spousal consent) a form of distribution other than a Spouse Joint and Survivor Annuity;
- (b) the Member is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date, or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Spouse Joint and Survivor Annuity is provided to the Member; and
- (c) the Annuity Starting Date is a date after the date that the written explanation was provided to the Member.

6.024 "Annuity Starting Date" shall mean the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Member to such benefit, provided such Member has taken any reasonable action required by the Administrator indicating his intent to retire and commence benefits.

ARTICLE 7  
AMOUNT OF RETIREMENT BENEFIT

7.01 Normal Retirement Benefit. Effective January 1, 1990, the Normal Retirement Benefit of a Member commencing at his Normal Retirement Date shall be equal to 1.2% of Final Average Earnings multiplied by:

- (a) all years of Continuous Service with the Employer if such Member contributed to the Plan on the date he first became eligible to join (not required after Normal Retirement Age); or
- (b) all years of membership in the Plan for which the Member contributed or was required to contribute (not required after Normal Retirement Age);

provided, however, that the Normal Retirement Benefit payable to a Member who retires on or after January 1, 1990 shall not be less than his accrued benefit as of December 31, 1989, with a minimum of \$600.00 annually at Normal Retirement Age.

7.011 Notwithstanding any other provision of the Plan to the contrary, for Members whose Annual Earnings on January 1, 1994 are in excess of the compensation limit under Section 401(a)(17) of the Code on that date a benefit equal to the sum of (i) and (ii):

- (i) the Normal Retirement Benefit (including any Early Retirement Benefit) which would have been based on Final Average Earnings and Continuous Service earned as of January 1, 1994 multiplied by a fraction (but not more than one) where the numerator is the Member's Final Average Earnings determined as of the calculation date and after application of the compensation limit under Section of 401(a)(17) of the Code and the denominator is the Member's Final Average Earnings determined before application of the compensation limit under Section 401(a)(17) of the Code and as of December 31, 1993; plus

- (ii) the Normal Retirement Benefit determined under Section 7.01 based on Continuous Service earned after January 1, 1994.

7.012 Normal Retirement Benefit for Rumford Members. Effective January 1, 2002, the Normal Retirement Benefit of a Rumford Member at his Normal Retirement Date shall be equal to the sum of (a) plus (b), but not less than (c) where:

- (a) is equal to the benefit such Rumford Member accrues under the Rumford Plan Formula, but taking into account Rumford Member Final Average Earnings (as a substitute for average annual compensation) and Covered Compensation as of the date of determination and using credited service as of January 1, 2002;
- (b) is equal to the Normal Retirement Benefit determined under this Plan in accordance with Section 7.01 above for Plan Years commencing on or after January 1, 2002; and
- (c) is equal the benefit accrued under the Rumford Plan Formula as of December 31, 2001.

7.02 Continuous Service for Retirement Since January 1, 1988. Effective January 1, 1988, a Member shall receive Continuous Service through his actual retirement date provided the Member makes contributions to the Plan as required by Section 8.01, Member Contributions. Retroactive crediting of Continuous Service for years prior to January 1, 1988 shall not be required if the Employee did not make the contributions required by Section 8.01, Member Contributions.

7.03 Members Retired Prior to January 1, 1990. The form and amount of benefit, if any, payable to a Member (or the Provisional Payee or Beneficiary of such a Member) who has retired under the Plan prior to January 1, 1990 shall continue to be the same

form and amount to which the Member was entitled under the provisions of the Plan as in effect on December 31, 1989.

7.04 Limitation for this Plan. Effective for limitation years commencing on and after July 1, 2007, the following shall apply:

(a) Notwithstanding any other provision in the Plan to the contrary, the Employer-provided annual benefit (as defined in Code section 415(b)(2)) that is accrued, distributed or otherwise payable to a Participant from the Plan in a Limitation Year cannot exceed the limitations of Code section 415(b), as adjusted in accordance with Code section 415(d), which are hereby incorporated by reference. In no event will amount payable in any limitation year be greater than the 415(b) limit applicable at the annuity starting date.

(b) In applying Code section 415(b) and the regulations thereunder, the following terms pertain:

(1) **Compensation.** Compensation for purposes of the compensation limitation set forth in Code section 415(b)(1)(B) means a Participant's compensation including all items of remuneration listed in Treasury Regulation 1.415-2(b)(1) and excluding all items listed in 1.415(c)-2(b)(2) and further provided as follows:

(A) Amounts earned during the Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided the amounts are paid during the first few weeks of the next Limitation Year, are included as provided in Treasury Regulation 1.415(c)-2(e)(2).

(B) Compensation paid after severance from employment as described in Treasury Regulation 1.415(c)-



2(e)(3)(ii), (iii)(A) and (iii)(B) is included, and post-severance payments as described in Treasury Regulation 1.415(c)-2(e)(3)(iv) is excluded.

(C) Salary continuation payments for military service as described in Treasury Regulation 1.415(c)-2(e)(4) shall be included.

(D) Foreign compensation as described in Treasury Regulation 1.415(c)-2(g)(5) shall be included, but any foreign compensation paid to a nonresident alien who is not a Participant in the Plan shall be excluded to the extent such compensation is excludable from gross income and is not connected with the conduct of a trade or business within the United States.

Compensation for any Limitation Year shall not exceed the amount permitted under Code Section 401(a)(17), as adjusted for cost of living in accordance with Code Section 401(a)(17).

(2) **Mortality to be taken into account.** The dollar limit set forth in Code section 415(b)(1)(A) shall be Actuarially adjusted using assumptions] to reflect the probability of the Participant's death for a Participant whose Annuity Starting Date is prior to the date he attains age 62.

(3) **Limitation Year.** The limitation year is the Plan Year.

7.05 Minimum Accrued Benefits. If a Member's current accrued benefit under the Plan as of December 31, 1986 exceeds the limitation in Section 7.04, as adjusted in accordance with this Article 7, Amount of Retirement Benefit, said Member shall receive a benefit not less than such current accrued benefit; provided, however, that such benefit

did not exceed the limitation applicable on such date and such benefit did not arise due to a change or increase in Plan benefits adopted after May 6, 1986; and provided further, that there shall be no additional accrual of benefits under the Plan for the account of such Member except to the extent that the Member's benefit, including such additional accruals, does not exceed the maximum benefit under Section 7.04, Limitation for this Plan. For purposes of this Section, a Member's current accrued benefit as of December 31, 1986 includes optional benefit forms, early retirement benefits and any retirement-type subsidies available under the Plan as of May 6, 1986.

7.06 Combined Limitations. This Section 7.06 shall apply for Plan Years commencing on or before January 1, 1997. In the event an Employee at any time has participated in a defined benefit plan and also at any time participated in a defined contribution plan (as defined in Sections 3(34) and 3(35) of ERISA), a welfare benefit fund, as defined in Code Section 419(e), or an individual medical account as defined in Code Section 415(1)(2) maintained by the Employer or an Affiliated Employer, the sum of the defined benefit plan fraction and the defined contribution plan fraction for any Limitation Year shall not exceed 1.0. If the sum of such fractions would exceed 1.0 for any Limitation Year, the benefit otherwise payable under this Plan shall be reduced to the extent necessary to meet the limitation.

The defined benefit plan fraction for such limitation year is a fraction:

- (a) the numerator of which is the projected annual benefit of the Member under this Plan (and any other defined benefit plans maintained by the Employer) as of the close of such year, and
- (b) the denominator of which is the lesser of:
  - (i) the product of 1.25 multiplied by the amount set forth under Section 7.04(a)(i), above, or
  - (ii) the product of 1.4 multiplied by the amount set forth under Section 7.04(a)(ii) above.

The defined contribution plan fraction for such limitation year is a fraction,

- (a) the numerator of which is the sum of the Member's Annual Additions as of the close of such year and for all prior limitation years; and
- (b) the denominator of which is the sum of the lesser of the following amounts determined for such year and for all prior limitation years:
  - (i) the product of 1.25 multiplied by \$30,000, or
  - (ii) the product of 1.4 multiplied by 25% of the Member's compensation, as defined in Section 7.04(b) of the Internal Revenue Code.

The term 'Annual Additions' means the sum of, for any year, Employer contributions made on behalf of any Member, forfeitures, and employee contributions to any defined contribution plan. If a Member has made nondeductible Employee contributions, or mandatory Employee contributions under the terms of this Plan, the amount of such contributions is treated as an annual addition to a qualified defined contribution plan.

7.07 Early Retirement Benefit. In the event that a Member elects an Early Retirement Date as provided in Section 5.02, Early Retirement Date, he shall be entitled to an Early Retirement Benefit which shall be equal to:

- (a) a deferred benefit commencing on his Normal Retirement Date, which benefit shall be the Normal Retirement Benefit he has accrued as of his Early Retirement Date, or
- (b) an immediate benefit commencing on his Early Retirement Date, or the first day of any month thereafter which is prior to his Normal Retirement Date, as elected by the Member, equal to the amount described in (a) above, reduced by 5/9 of 1% for each of the first sixty months by which commencement of such benefit precedes his Normal Retirement Date, and by 5/18 of 1% for each of the next sixty months by which commencement of such benefits precedes his Normal Retirement Date.

7.071 Rumford Early Retirement Benefit. In the event that a Rumford Member elects a Rumford Early Retirement Date as provided in Section 5.04, Rumford Early Retirement Date, he shall be entitled to a Rumford Early Retirement Benefit which shall be equal to:

- (a) a deferred benefit commencing on his Normal Retirement Date, which benefit shall be the Normal Retirement Benefit he has accrued as of his Early Retirement Date, or
- (b) an immediate benefit commencing on his Rumford Early Retirement Date, or the first day of any month thereafter which is prior to age 65, as elected by the Rumford Member, equal to the Normal Retirement Benefit for Rumford Members, as defined in Section 7.012, reduced by 5/9ths of 1% for each year of the first sixty (60) full calendar months and by 5/18ths of 1% for each full calendar month by which commencement of such benefits precedes age 60.

7.08 Deferred Retirement Benefits. In the event that a Member continues in active service after his Normal Retirement Date, payment of his Retirement Benefit shall not commence until his Deferred Retirement Date except as provided in Sections 7.081 and 7.082 below. His Deferred Retirement Benefit shall be equal to the greater of:

- (1) a retirement benefit calculated in the same manner as the Normal Retirement Benefit utilizing the Member's Continuous Service and Final Average Earnings to his Deferred Retirement Date; or
- (2) the Actuarial Equivalent of the Member's Normal Retirement Benefit as described in Section 7.01, Normal Retirement Benefit.

Notwithstanding the foregoing, effective January 1, 2009, a Member who has completed 10 years of Continuous Service may elect to have benefit payments begin as of the first

day of any month on or following the later of January 1, 2009, Normal Retirement Date and the date as of which the Member completes 10 years of Continuous Service.

7.081 In the event a Member in active service after his Normal Retirement Date is credited with less than 70.83 Hours of Service in a calendar month, he shall be deemed a Retired Member during such month and shall receive the benefit payment for such month he would have received if he had retired on his Normal Retirement Date or Deferred Retirement Date, as applicable. If a Retired or Terminated Member is reemployed by the Employer after Normal Retirement Age and after his Annuity Starting Date, and accumulates 70.83 Hours of Service or more in a calendar month, any benefits he is receiving from the Plan shall be suspended for his period of reemployment.

Notwithstanding the foregoing, effective January 1, 2009 and including rehires prior to such date, no suspension of benefit payments shall occur in the case of a Retired Member or Terminated Member who is reemployed after an Annuity Starting Date if the Retired Member or Terminated Member is at least age sixty-five (65) during such period of reemployment and has completed at least 10 years of Continuous Service.

7.082 If a Member is required to commence payment of his retirement payments because he has reached the latest commencement date as provided in Sections 12.041 or 12.042 (for distributions paid for calendar years beginning on or after January 1, 2003), then the Member shall receive a Deferred Retirement Benefit and, as of each December 31 thereafter, the amount of such Deferred Retirement Benefit shall be increased by an amount equal to the excess, if any, of (a) over (b) where:

- (a) is the Actuarial Equivalent value of the increase in the Member's recalculated Deferred Retirement Benefit based on any additional Annual Earnings and Continuous Service to the date of the recalculation; and
- (b) is the Actuarial Equivalent value of retirement benefit payments received by the Member for the prior twelve (12) month period.

7.09 Suspension of Benefits. If a Retired or Terminated Member is reemployed by the Employer prior to Normal Retirement Age, and after his Annuity Starting Date, any benefits he is receiving from the Plan will be suspended for his period of reemployment; and his Normal Retirement Benefit or Deferred Retirement Benefit shall be recalculated as of his subsequent retirement date, pursuant to 7.01, Normal Retirement, 7.07, Early Retirement, or 7.08 Deferred Retirement, as applicable, but with a reduction for the Actuarial Equivalent value of any retirement benefits previously paid.

7.091 Notwithstanding the foregoing, a Member's recalculated Deferred Retirement Benefit shall not be less than the Member's Normal Retirement Benefit. If a Member continues to be employed by the Employer on the latest commencement date provided in Section 12.041 or 12.042 (for distributions paid for calendar years beginning on or after January 1, 2003), his Deferred Retirement shall be calculated and commence as provided above; and the recalculation provided in Section 7.082 shall be applied each year thereafter. Retirement Benefits commencing at his Deferred Retirement Date shall be determined based on his Continuous Service and Final Average Earnings through his actual retirement date.

7.10 1977 Increase in Benefit of Members Who Retired Prior to July 1, 1977.

Commencing with the monthly payment as of September 1, 1977, the annual retirement benefit of a Member who retired under the Plan prior to July 1, 1977 and who is receiving benefits as of September 1, 1977 shall be increased. Such increase shall be an amount equal to 3% of the retirement benefit payable to the Retired Member for the month of June, 1977 for each year of retirement elapsing between January 1, 1970 and January 1, 1977; provided, however, that such monthly retirement benefit after the increase shall not be less than \$25.00. Such increase also shall apply to the benefits, if any, payable to the Spouse, Provisional Payee or Beneficiary of such Retired Member if such Spouse, Provisional Payee or Beneficiary is receiving benefits on September 1, 1977.

7.101 1980 Increase in Benefit of Members Who Retired Prior to January 1, 1980.

Commencing with the monthly payment as of December 1, 1980, the annual retirement benefit of a Member who retired under the Plan prior to January 1, 1980 and who is receiving benefits as of January 1, 1980 shall be increased. Such increase shall be an amount equal to 3% of the retirement benefit payable to the Retired Member for the month of November, 1980 for each Plan Year, beginning with the Plan Year that commences on January 1, 1977 and ending with the Plan Year which commences on January 1, 1979, during which the Member's retirement has been in effect; provided, however, that such monthly retirement benefit after the increase shall not be less than \$25.00 per month. Such increase also shall apply to the benefits, if any, payable to the Spouse, Provisional Payee or Beneficiary of such Retired Member if such Spouse, Provisional Payee or Beneficiary is receiving benefits on December 1, 1980.

7.102 Effective January 1, 1998, the monthly retirement benefit payable to a Retired Member (or their Spouses, Provisional Payees, or Beneficiaries, if applicable) who retired before January 1, 1997 shall be increased as follows:

<u>Plan Year During Which Benefits Commenced</u>	<u>Percentage Increase</u>
Prior to January 1, 1995	6
January 1, 1995 – December 31, 1995	4 plus a fraction
January 1, 1996 – December 31, 1996	2 plus a fraction

For the purposes of this Section 7.102, "a fraction" shall be determined as follows: the numerator shall be the number of benefit payments received in the year of retirement, and the denominator shall be six.

7.103 Effective January 1, 2002, the monthly retirement benefit payable to a Retired Member (or their Spouses, Provisional Payees, or Beneficiaries, if applicable) other than a Rumford Member who retired on or before January 1, 2001 shall be increases as follows, with the fractional increase being equal to the number of whole months in the

Plan Year remaining after the month in which the Member commenced receiving benefit payments divided by twelve (12):

<u>Plan Year During Which Benefits Commenced</u>	<u>Percentage Increase</u>
Prior to January 1, 1998	8
January 1, 1998 – December 31, 1998	6 plus a fraction
January 1, 1999 – December 31, 1999	4 plus a fraction
January 1, 2000 – December 31, 2000	2 plus a fraction

7.11 Additional Benefits. The monthly retirement benefits under the Plan payable to Retired Members (or Spouses, Provisional Payees, or Beneficiaries, if applicable) may be increased periodically in the sole discretion of the Board of Directors. Increases granted pursuant to this Section shall be granted to Retired Members who were retired prior to January 1 of the year next preceding the year in which the Board of Directors votes such increase. Any such increases shall be expressed as to each eligible Retired Member as a percentage of such Retired Member's then monthly retirement benefit received. In considering any increase, the Board of Directors may consider, among other things, length of retirement as a factor in determining what percentage increase may be granted, provided that all similarly situated Retired Members shall be treated equally. In applying the foregoing provisions, active Members who reached their Normal Retirement Date prior to the applicable January 1 shall be treated as Retired Members, however, such Member shall continue to accrue credited service until actual retirement.

7.12 Accrued Benefit. A Member's accrued benefit derived from his Member contributions shall be the normal retirement income attributable to the accumulated contributions of the Member. Effective as of January 1, 1995, for purposes of this Section 7.12, 'Accumulated Contributions' shall mean the employee purchased benefit computed as follows:



STEP ONE – Determine the total amount of contributions made by the Member as a condition of participation in the Plan and, where applicable, the prior plan;

STEP TWO - Add to the amount in Step One above the Credited Interest, if any, required by the terms of the prior plan to be paid on such contributions up to January 1, 1976;

STEP THREE - Add to the sum of the amounts determined in Steps One and Two interest compounded annually at the rate of 5% from January 1, 1976 or the date the Member began participation in the Plan, whichever is later, to the end of the last Plan Year beginning before January 1, 1988 or the Member's Normal Retirement Age, whichever is earlier;

STEP FOUR – Add to the sum of the amounts determined in Steps One, Two and Three interest compounded annually at the rate of 120 percent of the Federal mid-term rate (as in effect under Section 1274 of the Code for the first month of the Plan Year) from the beginning of the first Plan Year beginning after December 31, 1987, and ending with the date on which the determination is being made; and

STEP FIVE – The amount in Step 4 that will be converted into the normal form of benefit:

(a) with respect to Annuity Starting Dates occurring on or after January 1, 2008 and prior to January 1, 2009, by projecting the sum of the amounts from Step Four to the Participant's Normal Retirement Date at the third tier of the applicable lump sum interest rate as defined in Section 2.02 and converting that amount to an Actuarial Equivalent single life annuity based on the Code Section 417(e) interest and mortality (as defined in Section 2.02); and

(b) with respect to Annuity Starting Dates occurring on and after January 1, 2009, by converting the sum of the amounts from Step 4 to an Actuarial

Equivalent single life annuity payable at Normal Retirement Date based on the Code Section 417(e) interest and mortality as defined in Section 2.02 but disregarding pre-retirement mortality.

7.13 Continued Accrual Beyond Normal Retirement Age. In no event shall accrual of benefits be discontinued because of attainment of any age, except as permitted by applicable law and as provided under Section 7.02, Continuous Service for Retirements Since January 1, 1986.

7.14 Special Retirement Offering. Notwithstanding anything contained herein to the contrary, the following provisions shall apply to the eligible Employees who retire pursuant to this Section 7.14. Each such Employee shall receive the benefit determined hereunder in lieu of the benefit which would otherwise be payable under the terms of the Plan subject to the benefit limitation provisions of Sections 7.011 and 7.4 and the anti-cutback provisions of Section 15.01.

- (a) A Member who: (i) has attained age fifty-five (55) on or before June 30, 1996; (ii) has completed at least six (6) months of Continuous Service as of January 1, 1996; (iii) was actively employed on a full-time or regular part-time basis as of January 1, 1996 as determined by the Employer's payroll records; and (iv) elects during the period commencing April 16, 1996 and ending May 31, 1996 to retire on or before June 30, 1996 unless, by mutual agreement between the Member and the Employer, the Member's retirement is delayed beyond June 30, 1996 but not later than December 31, 1996, shall receive the benefits determined under subparts (b) and (c) below. An Employee who satisfies the requirements if (i) through (iv) above but who is not currently a Member of the Plan shall be eligible to receive the benefit determined under (c) below. In no event, however, shall an Employee who is not a Member receive a benefit under subpart (b) below.

- (b) A Member who retires in accordance with subpart (a) and is eligible for benefits under this subpart (b) shall receive a Normal Retirement Benefit determined under Section 7.01 based on the Member's Final Average Earnings and Continuous Service as of the date he retires, provided that such Member shall be credited with three (3) years of Continuous Service in addition to the Continuous Service which was otherwise credited to him as of the date he retires. If such benefit commences prior to a Member's Normal Retirement Date, then it shall be reduced in the manner described in Section 7.07 except that an additional thirty-six (36) months shall be added to the Member's age in determining the applicable reductions in the benefit amount under such Section.
- (c) An Employee who retires in accordance with subpart (a) and is eligible for benefits under this subpart (c) shall receive a benefit equal to the greater of: (i) a lump sum amount determined by multiplying \$400 per month times each month in the period commencing with the month the Employee retires (but no later than June 30, 1996) and ending with the month immediately prior to the date the Employee attains age sixty-two (62), and (ii) a lump sum amount determined by multiplying \$233.33 per month times each month in the period commencing with the month the Employee retires (but not later than June 30, 1996) and ending with the earlier of the twenty-fourth month or the month immediately prior to the date the Employee attains age sixty-five (65). Notwithstanding anything contained herein to the contrary, the amount determined under this subpart (c) shall not be less than \$2,000 and shall not be greater than the Employee's base earnings in effect for the Plan Year ending prior to his retirement date.
- (d) The benefit determined in accordance with subpart (b) shall be payable in the same form of annuity payment as the benefit otherwise payable to the Member under the Plan. The benefit determined in accordance with subpart (c) shall also be paid as an actuarial equivalent annuity in the same

form of payment as the benefit otherwise payable to the Employee under the Plan without regard to this Section 7.14 unless the Employee elects to receive such benefit in the form of a single lump sum payment. Any such election shall be subject to the spousal consent requirement described in Section 6.021 of the Plan, if applicable.

(e) For purposes of determining the single life annuity of the amount described in subpart (c), "actuarial equivalent" shall be based upon an interest rate equal to the Pension Benefit Guaranty Corporation interest rate in effect for single employer plans terminating as of the first day of the Plan Year in which the determination is made and the 1984 Unisex Pension Mortality Table. Equivalent optional annuity forms of payment of such amount shall be determined in accordance with the provisions of Article 11.

(f) An Employee shall have a full and immediate nonforfeitable right to his benefit determined under this Section 7.14.

7.15 Plan Freeze Effective March 31, 2011. Notwithstanding anything in the Plan to the contrary, effective March 31, 2011, no Employee or Member shall accrue or earn additional benefits, Final Average Earnings, Annual Earnings, Covered Compensation, Continuous Service, or other earnings, compensation or service for benefit accrual purposes. However, solely for purposes of determining whether a Member is vested under Article 9, or has an Early Retirement Date under Article 5 and is therefore eligible for an Early Retirement Benefit under Article 7, Continuous Service shall not cease as of March 31, 2011 if such service would otherwise continue in accordance with Plan terms.

ARTICLE 8  
CONTRIBUTIONS

8.01 Member Contributions. During each year that a Member is included in the Plan prior to his Normal Retirement Date or date of termination of service, if earlier, he shall make contributions as set forth on the following chart, based upon his Annual Earnings (as reported to the Federal government on the Form W-2 for income tax withholding purposes, and amounts the Employee may have deferred under salary reduction agreements which are not currently includible in income pursuant to Sections 125, 401(k), and 403(b) of the Code) for the prior Plan Year. Any contributions made pursuant to this Section shall take effect on February 1 of the current Plan Year or, July 1 if an Employee first becomes a Member on any July 1 Entry Date; provided however, that for calculating Member contributions for a Member who is rehired in the current Plan Year and rejoins the Plan, Annual Earnings shall be the Employee's basic rate of compensation immediately preceding the day contributions are to commence. If a Member remains in the employ of the Employer after his Normal Retirement Date, contributions shall cease, however, he shall continue to accrue Continuous Service. Notwithstanding anything in the Plan to the contrary, effective March 31, 2011 no further Member contributions shall be permitted.

8.02 MEMBER CONTRIBUTIONS

<u>Annual Earnings</u>	<u>Weekly Member Contribution</u>
Under \$1,800.00	\$ .31
\$1,800.00 – 2,159.99	.38
2,160.00 – 2,519.99	.45
2,520.00 – 2,879.99	.52
2,880.00 – 3,239.99	.59
3,240.00 – 3,599.99	.66
3,600.00 – 3,959.99	.73
3,960.00 – 4,319.99	.80

<u>Annual Earnings</u>	<u>Weekly Member Contribution</u>
4,320.00 – 4,679.99	.87
4,680.00 – 5,039.99	.94
5,040.00 – 5,399.99	1.08
5,400.00 – 5,759.99	1.22
<u>5,760.00 – 6,119.99</u>	<u>1.36</u>
Increasing	Increasing
by \$360.00	by \$ .14

8.03 Absence or Suspension of Contributions. A Member will not be required to make contributions during a temporary layoff or leave of absence without pay. No additional benefit will accrue to any Member for any period for which contributions are not made by the Member, except as provided in Section 8.01, Member Contributions. A Member may elect at any time not to contribute to the Plan, thus ceasing participation in the Plan. During this cessation of contributions by a Member, no additional benefits shall accrue. A Member may choose to re-enter the Plan on any subsequent January 1 or July 1 by commencement of contributions.

8.04 Voluntary Withdrawal of a Member. A Member, by written notice filed with the Retirement Committee and subject to his Spouse's consent (as provided under Section 6.021(c)) may elect to terminate and withdraw his contributions to the Plan while he is still employed. In such event, he shall be considered to have withdrawn from the Plan and shall be treated as a Terminated Member and his benefits, if any, shall be determined in accordance with the provision of Article 9, Termination of Service. A Member who elects to terminate and withdraw his own contributions may re-enter the Plan on any subsequent January 1 or July 1 by filing written notice of such intent to rejoin with the Retirement Committee. Such a Member may have any benefits forfeited at the time of his withdrawal reinstated provided that he repays to the Trust Fund the amount of such withdrawn contributions with Credited Interest from the date of withdrawal to the date of repayment. Such repayment must be made in accordance with Section 9.05, Reinstatement of Accrued Benefit Upon Reemployment.

8.041 Notwithstanding any other provision of the Plan to the contrary, for distributions made after December 31, 1992, a Member entitled to a distribution under Section 8.04, Voluntary Withdrawal of a Member may direct the Retirement Committee to transfer the distribution to the trust of a qualified defined contribution plan of another employer or to an individual retirement account as defined in Section 408(a) of the Code. Any such election shall be made in accordance with Section 401(a)(31) of the Code and in accordance with such procedures as may be established by the Retirement Committee.

8.05 Employer Contributions. It is the intention of the Employer, from time to time, to make such contributions to the Trust fund, in addition to the Member's contributions, as may be necessary under accepted actuarial principles to effectuate and maintain the Plan in sound condition and in accordance with the funding standards of ERISA. The contribution by the Employer shall be made on a quarterly basis to the extent required by Section 412(m) of the Code. All contributions made in accordance with this section shall be made conditionally subject to said contribution being amounts that would be considered deductible contributions under Section 404 of the Code, in the Employer's fiscal year for which it is being made.

8.06 Disposition of Forfeitures. Any amounts forfeited by a Member under the Plan shall be used to reduce the Employer's cost of the Plan and shall not increase the benefits which remaining Members otherwise would receive.

8.07 Limitation of Member Contributions. Effective for limitation years beginning after December 31, 2001, a Member's contributions which constitute "annual additions" as defined below made to a defined contribution plan for each calendar year shall not exceed the lesser of:

- (a) \$40,000 (as indexed under Code Section 415(d)), or
- (b) 100% of the Member's compensation, as defined in Code Section 415(c)(3), for such limitation year.

Such adjustments shall be made in accordance with regulations prescribed by the Secretary of the Treasury. The "annual addition" for each calendar year means the sum of the following:

- (a) the Employer's contributions to a defined contribution plan which were made on the Member's behalf for such calendar year,
- (b) the Member's contributions for such calendar year; and
- (c) the amount of forfeitures, if any, allocated to the Member's account under the defined contribution plan for such calendar year.

If it is determined that the annual additions for any Member for any calendar year are in excess of the limitation described above, the Retirement Committee shall direct the Trustee to reduce the Member's contribution for such calendar year to the extent necessary to bring the annual additions within such limitation.

If the limitation is still exceeded after the above reduction, the Retirement Committee shall direct the Trustee to reduce the Employer's contribution made on behalf of the Member for such calendar year to the extent necessary to bring the annual additions within such limitation. In accordance with the provisions of Section 1.415-(6)(b)(6)(iii) of the Regulations issued under the Code excess Employer contributions shall be held in a suspense account for the calendar year and all amounts in such suspense account shall be reallocated in the next calendar year to the accounts of all participants in the defined contribution plan as part or all, as the case may be, of the Employer's contribution for such calendar year.



ARTICLE 9  
TERMINATION OF SERVICE

9.01 Return of Contributions. A Member whose service with the Employer terminates after December 31, 1975 for any reason other than death or retirement shall be entitled to have the full amount of his own contributions returned to him with Credited Interest to such date of termination and shall not be entitled to any further benefits except as hereinafter provided in this Article.

9.02 Vested Benefit. Commencing January 1, 1989, a Member whose service with the Employer terminates for any reason other than death or retirement after he has either (i) attained Normal Retirement Age, or (ii) completed at least five (5) years of Continuous Service, shall be entitled to a Vested Benefit commencing on his Normal Retirement Date, which benefit shall be equal to his Normal Retirement Benefit as determined in Article 7, Amount of Retirement Benefit.

If a Member requests a return of his own contributions with Credited Interest, his Vested Benefit hereunder shall be reduced as provided in Section 9.04, Election to Receive Contributions.

9.03 Early Commencement of Vested Benefit. A Terminated Member who had completed at least ten (10) years of Continuous Service prior to his termination of service may elect to have his benefit commence at any time after he reaches his fifty-fifth (55) birthday and prior to his Normal Retirement Date. In such event his benefit shall be his Vested Benefit as determined under Section 9.02, above but reduced in accordance with the provisions of Section 7.07, Early Retirement Benefit.

9.04 Election to Receive Contributions. If a Terminated Member entitled to a Vested Benefit elects to receive a return of his own contributions with Credited Interest, the Normal Retirement Benefit which he has accrued prior to the date his Continuous Service with the Employer terminates, including the benefit described under Section 7.01,

Minimum Normal Retirement Benefit, if applicable, shall be reduced by the amount of his accrued benefit attributable to his own contributions with Credited Interest.

Notwithstanding the foregoing, a married Terminated Member's election to receive a return of his own contributions is subject to the spousal consent requirements (under Section 6.021).

9.05 Reinstatement of Accrued Benefit Upon Reemployment. If a Member who received a distribution under Section 9.01, Return of Contributions, or 9.04, Election to Receive Contributions, is reemployed and his prior Continuous Service is reinstated (under Section 2.072), his right to any accrued benefit forfeited at the date his prior service terminated will be restored if:

- (a) he repays into the Trust Fund the total amount of such distribution, with interest thereon in the amount provided under the applicable Federal laws at the time in effect, from the date of such distribution to the date of repayment, and
- (b) such repayment is made no later than the earlier of:
  - (i) the last day of the five (5) year period beginning on such Member's reemployment date; or
  - (ii) the last day of the five (5) year period beginning on the date such Member received the distribution from the Trust Fund; provided, however, such repayment shall not be required prior to the end of the period in which such Member incurs five (5) consecutive one-year breaks in service.

If such a Member does not make such repayment, he shall not be entitled to any additional benefits for such prior Continuous Service; however, such Continuous Service shall be used in determining the vested percentage of any benefits accrued after his reemployment.

9.06 Death of a Terminated Member. If the Terminated Member dies prior to his Annuity Starting Date, there will be payable to the Member's Beneficiary in a lump sum the amount, if any, of the Member's contributions which have not been withdrawn, plus Credited Interest to the date of death, unless: (1) such Member is survived by his Spouse and he dies after satisfying all the eligibility requirements for a Surviving Spouse Benefit under Section 9.061 below or (2) such Member dies after satisfying all the eligibility requirements for a Survivor Benefit under Section 9.062 below and the Member does not satisfy the eligibility requirements for a Surviving Spouse Benefit.

9.061 Eligibility Requirements for Surviving Spouse Benefit. In order for a surviving Spouse to be eligible to receive benefits after a Terminated Member's death, the Terminated Member must have fulfilled the following requirements on or before the date of his death:

- (a) he must have been legally married to such Spouse for the twelve-month period immediately preceding the date of his death;
- (b) he must have satisfied the conditions for a Vested Benefit under Section 9.02; and
- (c) he must have died on or after August 23, 1984.

9.062 Survivor Benefit. In order for a Beneficiary to be eligible to receive a Survivor Benefit after a Terminated Member's death, the Terminated Member must have satisfied the conditions for a Vested Benefit under Section 9.02.

9.063 Amount of Surviving Spouse or Survivor Benefit.

- (a) If a Terminated Member dies under conditions entitling the surviving Spouse to a Surviving Spouse Benefit under the Plan, such surviving Spouse will receive a benefit payable for life commencing on the first day of the month following the Terminated Member's death; provided, however, that if the Terminated Member dies prior to his earliest

retirement age, the Surviving Spouse Benefit will not commence until the first day of the month in which the Terminated Member would have reached the earliest retirement age. The "earliest retirement age" of a Terminated Member shall mean the earliest date such Member may elect to receive his benefit. Effective January 1, 1990, the Surviving Spouse Benefit shall be an amount equal to 50% of the Member's accrued benefit as of the date of death had the accrued benefit been payable as a life annuity to the Member commencing at his earliest retirement age, but unreduced for early commencement. The surviving Spouse may elect to receive the Surviving Spouse Benefit as an Actuarial Equivalent lump sum payment based on the age of the surviving Spouse.

- (b) If a Terminated Member dies under conditions entitling the Beneficiary to a Survivor Benefit under Section 9.062 of the Plan, the Beneficiary will receive an amount equal to the Actuarial Equivalent lump sum value of 50% of the Member's accrued benefit as of the date of death had the accrued benefit been payable as a life annuity to the Member commencing at his earliest retirement age, but unreduced for early commencement. The "earliest retirement age" of a Terminated Member shall mean the earliest date such Member may elect to receive his benefit.

ARTICLE 10  
DEATH OF MEMBER

10.01 Death Before Annuity Starting Date. If a Member dies while employed by the Employer and before his Annuity Starting Date or termination of service, his Beneficiary shall be entitled to a death benefit equal to the Member's total contributions made under the Plan, plus Credited Interest to the date of the Member's death unless such Member is survived by his Spouse and the Spouse is entitled to benefits under Section 10.02, Surviving Spouse Benefit.

10.02 Eligibility Requirements for Surviving Spouse Benefit. The Spouse of a Member shall be eligible to receive a Surviving Spouse Benefit if the Member has fulfilled the following requirements:

- (a) He must have been legally married to such Spouse on his date of death;
- (b) He must have met (i) the requirements for Early Retirement (under Section 5.02) or, (ii) if he dies on or after August 23, 1984, the requirements for a Vested Benefit (under Article 9); and
- (c) He must have been married to his Spouse for the twelve-month period immediately preceding the date of his death.

10.03 Survivor Benefit. In order for a Beneficiary to be eligible to receive benefits after a Member's death, the Member must have satisfied the conditions for a Vested Benefit under Section 9.02.

10.04 Amount of Surviving Spouse or Survivor Benefit.

- (a) If a Member dies under conditions entitling the surviving Spouse to a Surviving Spouse Benefit under the Plan, such surviving Spouse will receive a benefit payable for life commencing on the first day of the month following the Member's death; provided, however, that if the

Member dies prior to his earliest retirement age, the Surviving Spouse Benefit will not commence until the first day of the month in which the Member would have reached the earliest retirement age. The "earliest retirement age" of a Member shall mean the earliest date such Member may elect to receive his benefit. Effective January 1, 1990, the Surviving Spouse Benefit shall be an amount equal to 50% of the Member's accrued benefit as of the date of death had the accrued benefit been payable as a life annuity to the Member commencing at his earliest retirement age, but unreduced for early commencement. The surviving Spouse may elect to receive the Surviving spouse Benefit as an Actuarial Equivalent lump sum payment based on the age of the surviving Spouse.

- (b) If a Member dies under conditions entitling the Beneficiary to a Survivor Benefit under Section 10.03 of the Plan, such Beneficiary will receive an amount equal to the Actuarial Equivalent lump sum value of 50% of the Member's accrued benefit as of the date of death had the accrued benefit been payable as a life annuity to the Member commencing at his earliest retirement age, but unreduced for early commencement. The "earliest retirement age" of a Member shall mean the earliest date such Member may elect to receive his benefit.

10.05 Death After Annuity Starting Date. If a Member dies after his Annuity Starting Date, death benefits, if any, shall be payable as follows:

- (a) If the Member is entitled to a Spouse Joint and Survivor Annuity (under Section 6.02), payment will be made to the Member's Spouse in accordance with such provisions. If the Member and his Spouse die prior to receiving benefits equal to the Member's contributions, plus Credited Interest to the Member's Annuity Starting Date, or death, if earlier, the excess of such amount over the benefits paid shall be payable in a single sum to the Member's Beneficiary.

- (b) If a Member has elected an Optional Retirement Benefit (under Article 11), any death benefits due will be determined in accordance with the provisions of such Option.
- (c) If benefits are payable under Section 6.01, Normal Form of Benefit, upon the death of the Member, his Beneficiary shall be entitled to receive a single payment in an amount equal to the excess, if any, of
  - (i) the Member's total contributions under the Plan, plus Credited Interest to his Annuity Starting Date.
  - (ii) The aggregate payments made under the Plan to the Member.

10.06 Beneficiary. Each Member upon entering the Plan shall designate a Beneficiary to receive any death benefit which may be payable but he may change the Beneficiary from time to time by written notice to the Employer. If there shall be no Beneficiary designated and surviving at the Member's death, any death benefit payments becoming payable under the Plan shall be made to the person or persons in the first following class of successive beneficiaries surviving the Member: Member's (a) Spouse, (b) children equally, (c) parents equally, (d) brothers and sisters equally, (e) executors or administrators.

10.07 Payment Upon Death of Member. If the distribution of the Member's benefits has commenced, and the Member dies before receiving all his benefits, the undistributed portion shall be distributed at least as rapidly as under the distribution in effect on the Member's death. If distribution of the Member's benefit has not commenced prior to the death of the Member, his interest shall be distributed within 5 years after his death unless:

- (a) benefits commence within one year of the Member's death and shall be distributed over a period not longer than the life or life expectancy of a non-Spouse Beneficiary; or
- (b) if the designated Beneficiary is the Spouse, benefits commence by the date on which the Member would have reached age 70½ and shall be distributed over a period not longer than the life or life expectancy of the

surviving Spouse. If such surviving Spouse dies before the Member would have attained age 70½, the surviving Spouse's interest must commence to his beneficiary within one year of the death of the surviving Spouse, and shall be distributed over a period not longer than the life or life expectancy of the beneficiary of the surviving Spouse.



ARTICLE 11  
OPTIONAL RETIREMENT BENEFITS

11.01 Election. In lieu of receiving the normal form of benefit referred to in Section 6.01, Normal Form of Benefit or Section 6.02, Spouse Joint and Survivor Annuity, whichever is applicable, a Member may elect, by written application filed with the Employer at least ninety (90) days prior to his Annuity Starting Date, to have his retirement benefit paid under one of the forms of benefit set forth in this Article. Such election is subject to the consent of the Member's Spouse (in accordance with Section 6.021). The annual retirement benefit, payable monthly, under this Article shall be the Actuarial Equivalent of the annual retirement benefit under Article 7, Amount of Retirement Benefit. The Normal Form of Benefit (the Life Annuity or Spouse Joint and Survivor Annuity) shall not apply if an effective election is made under this Section, except that a Member may, prior to his Annuity Starting Date, rescind his election and elect to receive his benefit in either the Normal Form of Benefit or another Optional Form, provided he meets the requirements therefor, and his Spouse consents to such election, if applicable.

11.02 Joint and Survivor Option. A Member may elect an option under which he will receive an actuarially reduced benefit during his lifetime after retirement and the same amount, or a smaller amount, will be continued after his death to a person designated by the Member at the time of election of the option (and referred to as a Provisional Payee) for the duration of the Provisional Payee's lifetime.

11.021 If a Member dies prior to his Annuity Starting Date, if earlier, the election shall be void and no benefits shall be paid under this option.

11.022 If the Member has elected a Deferred Retirement Date and if the Member dies after his Normal Retirement Date, but before his Deferred Retirement Date, the Provisional Payee shall receive the reduced monthly retirement benefit he would have received. If the Member dies prior to the Annuity Starting Date or his Deferred

Retirement Date, in no event shall his Spouse receive less than the amount indicated in Section 9.063, Amount of Surviving Spouse Benefit.

11.023 If the Provisional Payee dies before the Member's Annuity Starting Date, the election shall be void and the Member shall receive his Normal Form of Benefit whichever is applicable, unless he designates another Provisional Payee before his Annuity Starting Date.

11.03 Ten Years Certain Option. A Member may elect an option under which he will receive an actuarially reduced benefit during his lifetime after retirement with a provision that if he dies after his Annuity Starting Date, and prior to receiving one hundred twenty monthly payments, the remainder of such one hundred twenty monthly payments shall be continued to the Member's Beneficiary on a monthly basis, or commuted to a lump sum.

11.04 Beneficiary. At the time a Member elects the Ten Years Certain Option, he shall designate, on a form provided by the Employer, a Beneficiary to receive any death benefit which may become payable. The Member may change his designation of Beneficiary from time to time by written notice filed with the Employer. If no designated Beneficiary survives to receive all benefits which may become due, and any such benefits becoming due shall be paid to the person or persons in the first following class of successive beneficiaries surviving the Member: the Member's (a) Spouse, (b) children equally, (c) parents equally, (d) brothers and sisters equally, (e) executors or administrators.

11.05 Governed by Uniform Rules. The optional benefits outlined in this Article must be elected by the Member on the form prescribed by the Employer. Once an election has been made and accepted by the Employer, it cannot be changed or rescinded without the consent of the Employer in accordance with rules of uniform application to all Members similarly situated.

11.06 Restrictions on Election of Options. If someone other than the Member's Spouse is the Provisional Payee, the periodic annuity payment payable to the survivor of the Member or Provisional Payee, must not at any time on or after the latest commencement date for payments exceed the applicable percentage of the annuity payment for such period payable to the Member under the applicable table contained in Section 1.401(a)(9)-2 of the Regulations under the Code. In addition, notwithstanding any other provision in the Plan, no option shall be permitted which causes a Member's benefit to be paid over a period of time extending beyond the Member's life expectancy (or joint life expectancies of the Member and a Provisional Payee) as of the time payments commence (without any recalculation of life expectancies thereafter) and the Plan provisions shall be applied consistent with the regulations issued under Section 401(a)(9) of the Code.

Notwithstanding any provision of the Plan to the contrary, effective for distributions made after December 31, 2002, the minimum distributions required under Section 401(a)(9) of the Code will be determined in accordance with the requirements of the final regulations under Section 401(a)(9) of the Code that were issued on June 14, 2004, as described in Section 12.042 of the Plan.

11.07 Rumford Plan Payment Options. If the benefit payable to a Rumford Member is the amount set forth in Section 7.012(c), then such benefit shall be determined by applying the Actuarial Equivalent factors (as set forth in Section 2.02) or the Rumford Actuarial Equivalent factors (as set forth in Section 2.021), whichever provides the greater benefit.

11.08 Limited Retroactive Annuity Starting Date. In the limited situations described below, a Member may elect a retroactive Annuity Starting Date effective January 1, 2007. Such retroactive Annuity Starting Date shall be available if the following conditions are satisfied:

- (a) a Member makes a timely written request for benefit commencement and due to administrative delay, the Plan Administrator is not able to prepare

the necessary forms in advance of the requested commencement date; provided, that such retroactive Annuity Starting Date does not include retroactive payments for a period exceeding six (6) months;

- (b) a terminated Member with a Vested Benefit makes written request for benefits after Normal Retirement Date; provided, that such retroactive Annuity Starting Date does not include retroactive payments for a period exceeding the lesser of twenty-four (24) months or the number of months required to provide retroactive payments to the Normal Retirement Date;
- (c) such retroactive Annuity Starting Date election complies with the requirements of Code Section 417 and the regulations thereunder, including, but not limited to, (i) the Member affirmatively elects a retroactive Annuity Starting Date and the Member's spouse consents to such election if the survivor portion of the Spouse Joint and Survivor Annuity payable as of such retroactive Annuity Starting Date is less than the amount payable as of a current Annuity Starting Date and (ii) the amount of any retroactive payment includes interest for the period of the delay in accordance with the applicable provisions of the Plan.

ARTICLE 12  
PAYMENT OF RETIREMENT BENEFITS

12.01 Small Amounts. If the Actuarial Equivalent present value of any Vested Benefit under the Plan (including a Terminated Member's Vested Benefit) following an election to receive a return of contributions with Credited Interest, is an amount less than or equal to \$5,000 (or such amount as prescribed by applicable law), the Retirement Committee shall authorize the payment of such Actuarially Equivalent payments in a lump sum as soon as administratively practicable following the Member's termination of employment. A lump sum payment shall be calculated based on the Applicable Mortality Table and the Applicable Interest Rate. Such distribution may be made after the Annuity Starting Date only upon the written consent of the Member and his Spouse or the surviving Spouse of a deceased Member. A Member who is not vested in his retirement benefit shall be deemed to have received payment of \$0 for all purposes of the Plan.

Effective for distributions made on and after March 28, 2005, if the Actuarial Equivalent present value of any Vested Benefit under the Plan, including a Terminated Member's Vested Benefit) following an election to receive a return of contributions with credited Interest, is an amount less than or equal to \$1,000, the Retirement Committee shall authorize the payment of such Actuarially Equivalent amount in a lump sum as soon as administratively practicable following the Member's termination of employment. If the Actuarial Equivalent present value of any Vested Benefit is greater than \$1,000 but not greater than \$5,000, the Retirement Committee shall authorize the payment of such Actuarially Equivalent amount only upon receiving consent from the Member.

12.011 Notwithstanding any other provision of the Plan to the contrary, for distributions made after December 31, 1992, a Member entitled to a distribution under Section 12.01, Small Amounts, may direct the Retirement Committee to transfer the distribution to the trust of a qualified defined contribution plan of another employer or to an individual retirement account as defined in Section 408(a) of the Code. Any such

election shall be made in accordance with Section 401(a)(31) of the Code and in accordance with such procedures as may be established by the Retirement Committee.

12.02 Payments for Incapacitated Persons. If the Retirement Committee shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of illness or accident, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the Spouse, child, grandchild, parent, brother or sister of such person, or to any person deemed by the Retirement Committee to have incurred expense for such person otherwise entitled to payment. Any such payment shall be complete discharge of any liability under the Plan.

12.03 Limitation of Assignment. Subject to applicable law or valid court order, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, encumber or charge the same shall be void, nor shall any such benefit be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such benefit; except, effective as required by law, when such benefit is the subject of a judgment or settlement agreement defined in Code Section 401(a)(13)(C). Notwithstanding anything contained herein to the contrary, benefits under the Plan may be paid to an alternate payee pursuant to a "Qualified Domestic Relations Order," as that term is defined in Section 414(p) of the Internal Revenue Code of 1986, as amended.

12.031 The Committee shall establish reasonable procedures to determine whether a domestic relations order is a "Qualified Domestic Relations Order" based on whether such order meets the requirements of paragraphs (a) and (b), below.

- (a) A Qualified Domestic Relations Order shall include:
  - (i) the name and last known mailing address (if any) of the Member and each alternate payee covered by the order,

- (ii) the amount (or percentage) of the Member's Plan benefit to be paid to the alternate payee or the manner in which such amount (or percentage) is to be determined,
  - (iii) the number of payments or period to which the order applies,
  - (iv) each plan to which the order applies, and
  - (v) any other information as required under Section 414(p) of the Code;
- (b) A Qualified Domestic Relations Order shall not require the Plan to:
- (i) provide any type or form of benefit, or any optional form of benefit, not otherwise provided under the Plan; provided, however, that payments may be paid to the alternate payee on or after a Member's Early Retirement Date in accordance with Section 414(p)(4) of the Code, as amended.
  - (ii) provide increased benefits (determined on the basis of actuarial value), or
  - (iii) pay benefits to an alternate payee that is required to be paid to another alternate payee under another Qualified Domestic Relations Order.

12.04 Commencement of Benefits. Unless the Member elects otherwise in accordance with Section 401(a)(14) of the Code, payment of benefits to a Member under the Plan shall commence no later than the 60<sup>th</sup> day after the end of the Plan Year in which the Member reaches age 65, reaches his tenth anniversary of Plan participation, or terminates his employment, whichever occurs later.

12.041 Notwithstanding the preceding sentence and subject to (i), (ii) and (iii) below, in no event shall a Member's benefit commence later than April 1 of the of the calendar year following the calendar year in which the Member retires, except that the benefit of a 5 percent owner (as defined in Section 416 of the Code) must commence by the April 1 of the calendar year following the calendar year in which the Member attains age 70½.

- i) any Member attaining age 70½ in years after 1995 may elect by April 1 of the calendar year following the year in which the Member attained age 70½ (or by December 31, 1997 in the case of a Member attaining age 70½ in 1996) to defer benefit commencement until the calendar year following the calendar year in which the Member retires. If no such election is made the Member will begin receiving benefit payments by the April 1 of the calendar year following the year in which the Member attained age 70½ (or by December 31, 1997 in the case of a Member attaining age 70½ in 1996).
- ii) any Member attaining age 70½ in years prior to 1997 may elect to stop payment and recommence by the April 1 of the calendar year following the year in which the Member retires. In this event there shall be no new Annuity Starting Date upon recommencement.
- iii) The preretirement age 70½ payment option is only eliminated with respect to Employees who reach age 70½ in or after a calendar year that begins after December 31, 1998. The preretirement age 70½ payment option is an optional form of benefit under which benefits payable in a particular distribution form (including any modifications that may be elected after benefit commencement) commence at a time during the period that begins on or after January 1 of the calendar year in which an employee attains age 70½ and ends April 1 of the immediately following calendar year.

A Member's accrued benefit shall be actuarially increased to take into account the period after age 70½ in which the Employee does not receive any benefits under the Plan. The actuarial increase begins on the April 1 following the calendar year in which the Employee attains age 70½ (January 1, 1997 in the case of an Employee who attained age 70½ prior to 1996), and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Section 401(a)(9) of the Code. The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than



the actuarial equivalent of the employee's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the actuarial equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code section 411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under Code section 401(a)(9)(C) must be provided even during the period during which an employee is in ERISA section 203(a)(3)(B) service. For purposes of Code section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of Normal Retirement Age. Accordingly, to the extent permitted under Code section 411(b)(1)(H), the actuarial increase required under Code section 401(a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code section 411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

12.042 Members and Beneficiaries shall be subject to the following minimum distribution requirements for distributions paid for calendar years beginning on or after January 1, 2003:

(a) General Rules

- (i) Precedence. The requirements of this Section 12.042 will take precedence over any inconsistent provisions of the Plan.
- (ii) Requirements of Internal Revenue Code and Treasury Regulations Incorporated. All distributions required under this Section 12.042 will be determined and made in accordance with Section 401(a)(9) of the Code, the incidental death benefit requirements of Section 401(a)(9)(G) of the Code, and Treasury Regulations 1.401(a)(9)-2 through 1.401(a)(9)-9.
- (iii) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 12.042, other than this subparagraph (iii), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

- (i) Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date.
- (ii) Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (A) If the Member's surviving Spouse is the Member's sole designated Beneficiary, then, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.
  - (B) If the Member's surviving Spouse is not the Member's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.
  - (C) If there is no designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
  - (D) If the Member's surviving Spouse is the Member's sole designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse begin, this subparagraph (ii), other than clause (A) herein, will apply as if the surviving Spouse were the Member.

For purposes of this paragraph (b) and paragraph (e), distributions are considered to begin on the Member's Required Beginning Date (or, if clause (D) herein applies, the date distributions are required to begin to the surviving Spouse under clause (A) herein). If annuity payments irrevocably commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under clause (B) herein), the date distributions are considered to begin is the date distributions actually commenced.

(iii) Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c), (d) and (e) of this Section 12.042. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Determination of Amount to be Distributed Each Year.

(i) General Annuity Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (d) or (e);

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

(D) Payments will either be nonincreasing or increase only as follows:

(I) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

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

(III) To provide cash refunds of Employee contributions upon the Member's death; or

(IV) To pay increased benefits that result from a Plan amendment.

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

(iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Member's Lifetime.

(i) Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse. If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspouse Beneficiary, annuity payments to be made on or after the Member's required beginning date to the designated Beneficiary after the Member's death, must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) Period Certain Annuities. Unless the Member's spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this subparagraph (ii), or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions Where Member Dies Before Date Distributions Begin.

(i) Member Survived by Designated Beneficiary. If the Member dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in subparagraphs (b) (i) or (ii), over the life of the designated Beneficiary or over a period certain not exceeding:

(A) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

(B) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of

the Beneficiary's birthday in the calendar year that contains the annuity starting date.

- (ii) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Member dies before the date distribution of his or her interest begins, the Member's surviving spouse is the Member's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving spouse begin, this paragraph (e) will apply as if the surviving spouse were the Member, except that the time by which distributions must begin will be determined without regard to subparagraph (b) (i).

(F) Definitions.

- (i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 10.6 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (ii) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (b).
- (iii) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Required Beginning Date. April 1 of the calendar year following:

(A) In the case of a Member other than a five percent owner, the later of

(I) The calendar year in which the Member attains age 70½; or

(II) The calendar year in which the Member retires;

(B) In the case of a five percent owner, the calendar year in which the Member attains age 70½, whether or not the Member has retired.

A Member is a five percent owner if he owns (or is considered as owning under Section 318 of the Code) at least 5% of the outstanding or voting stock of the Company or any Affiliate.

ARTICLE 13  
FUNDING OF PLAN

13.01 Medium of Funding. In order to establish a funding medium to carry out the provisions of the Plan, the Employer has entered into a Trust Agreement with a person, persons or corporations as Trustee, as the Board of Directors of the Employer has selected.

13.02 Trust to be for the Exclusive Benefit of Members. Notwithstanding any other provision of the Plan to the contrary, the contributions of the Employer to the Fund shall be for the exclusive purpose of providing benefits to the Members and their Beneficiaries, and no part of the Fund shall revert to the Employer, except:

- (a) Upon the termination of the Plan and after satisfaction of all fixed and contingent liabilities or obligations to persons entitled to benefits upon termination of the Plan, any fund or property remaining in the Fund shall revert to the Employer, as long as such distribution to the Employer does not contravene any provision of law.
- (b) If a contribution is made to the Fund by the Employer under mistake of fact, such contribution shall be returned within one year after its payment.
- (c) If any part or all of a contribution would be disallowed as a deduction under Section 404 of the Code, as amended, with respect to the Employer (assuming the Employer were not a tax-exempt organization), then, to the extent such a contribution would be disallowed, it shall be returned to the Employer within one year.
- (d) If the Internal Revenue Service shall issue an initial determination letter stating that the Plan as contained herein does not meet the requirements of Section 401 of the Code, the Employer shall be entitled to receive a return of its contributions made hereunder on the basis of the Plan as contained herein. Request for a return of its contributions must be made by the Employer within one year after such determination letter is issued.



13.03 Interests of Members in Trust Fund. No Member shall have any right, title or interest in any part of the assets of any Trust Fund except as and to the extent expressly provided in the Plan.

13.04 Payment of Contributions. Effective January 1, 1989, the Employer shall pay its contributions and Member Contributions to the Trustee on at least a quarterly basis, in accordance with percentages and amounts determined under Section 412(m) of the Code, and any regulations issued thereunder.

13.05 Reasonable Expenses Incurred. Unless otherwise paid by the Employer, reasonable expenses associated with administration of the Plan shall be payable from the Trust Fund, as directed by the Retirement Committee, unless prohibited by applicable law.

ARTICLE 14  
ADMINISTRATION OF THE PLAN

14.01 Retirement Committee. The general administration of the Plan shall be placed in a Retirement Committee of at least three (3) members, elected from time to time by the Board of Directors, which Retirement Committee shall service at the pleasure of the Board of Directors. Any member of the Retirement Committee may resign by delivering his written resignation to the Board of Directors, and such resignation shall become effective upon delivery or at any later date specified therein.

14.02 Action by Majority. A majority of the members of the Retirement Committee at the time in office may do any act which this Plan authorizes or requires the Retirement Committee to do, and the action of such majority of the members expressed from time to time by a vote at a meeting shall constitute the action of the Retirement Committee and shall have the same effect for all purposes as if assented to by all the members at the time in office. The Retirement Committee may appoint one or more members to sign forms and perform other ministerial acts.

14.03 Powers of the Committee. Subject to the limitations of the Plan, the Retirement Committee shall make such rules and regulations as it deems necessary or proper for the administration of the Plan and the transaction of business thereunder; shall interpret the Plan; shall decide on questions as to the eligibility of any person to receive benefits and the amount of such benefits; shall authorize the payment of benefits in such manner and at such times as it may determine; shall prescribe forms to be used for making various elections under the Plan, for designating Beneficiaries or for changing or revoking such designations, for applying for benefits and for any other purposes of the Plan, which prescribed forms in all cases must be executed and filed with the Retirement Committee (unless the Retirement Committee shall otherwise determine); and shall take such other action or make such determinations in accordance with the Plan as it deems appropriate.

14.04 No Discrimination. Any discretionary actions to be taken under this Plan by the Retirement Committee with respect to the contributions or benefits shall be uniform in their nature and applicable to all Employees similarly situated.

14.05 Notice to Employees and Claims Procedures. The Retirement Committee shall cause to be furnished to each Member a written summary of the Plan and any amendments thereto. Such summary shall include the names of the members of the Retirement Committee, and the Trustee, and shall set forth the Employee's rights and duties with respect to the benefits available to him under the Plan. Any decisions of the Retirement Committee respecting any Employee's right to be included in the Plan or the right of a Member to benefits shall be delivered to the Employee or Member in writing. If any person claiming benefits under the Plan is denied benefits by the Employer, he shall be notified in writing within ninety (90) days after receipt of his claim by the Employer of:

- (a) the specific reason(s) for the denial;
- (b) specific references to pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect his claim and the reason why such material of information is necessary; and
- (d) the procedure for submitting his claim for review.

The claimant first shall be entitled to review pertinent documents and to submit to the Employer in writing any issues or comments he may have regarding his benefits under the Plan. If the claimant cannot settle his dispute with a representative of the Committee, he may request a review of his claim by the Retirement Committee. Such request must be made by the claimant in writing within sixty (60) days after receipt of notice that his claim has been rejected by the Committee. Within sixty (60) days after filing such request the claimant, at the discretion of the Committee, may be granted a hearing before the full Committee. The Committee shall advise the claimant in writing of the disposition of his appeal within sixty (60) days (or one hundred twenty (120) days in the

event a hearing is granted) after the request for a review of his claim is first received by the Committee, and shall give specific reasons for its decision and specific references to the pertinent Plan provisions on which the decision is based.

14.06 Government Reports. The Retirement Committee shall submit annually to the Secretary of Labor and the Secretary of Treasury the reports and statements required under ERISA, or other statutory provisions, and shall forward to the Pension Benefit Guaranty Corporation any premium and reports required by the said Corporation.

14.07 Conclusiveness of Various Documents. The members of the Retirement Committee and the Employer and its officers and directors shall be entitled to rely upon all tables, valuations, certificates and reports furnished by the Actuary, upon all certificates and reports made by any accountant selected by the Board of Directors, and upon all opinions given by any legal counsel selected by the Board of Directors.

14.08 Investment Manager. The Retirement Committee may designate one or more persons, firms or corporations as investment manager for part or all of the Trust Fund or itself may supervise the investment of part or all of the Trust Fund. In any such case, the Trustee shall have no investment discretion as to the Trust Fund or such part thereof as is subject to management of the investment manager or to the supervision of the Retirement Committee, nor shall the Trustee have any responsibility for investment results with respect thereto.

## ARTICLE 15

### AMENDMENTS TO OR TERMINATION OF THE PLAN

15.01 Right of Employer to Amend or Terminate the Plan. Central Maine Healthcare Corporation reserves the right at any time or times, by action of its Board of Directors, to modify, amend or terminate the Plan in whole or in part by resolution of its Board of Directors, authorizing such modification or amendment or termination; provided, however, that Central Maine Healthcare Corporation shall not have the power to amend the Plan in such manner as would cause or permit any part of the corpus of the Trust to be diverted to purposes other than for the exclusive benefit of Members and Beneficiaries or as would cause to permit any portion of such corpus to revert to, or become the property of, the Employer prior to the satisfaction of all liabilities under the Plan with respect to the Members and Beneficiaries. Notwithstanding the foregoing, the Board of Directors has authorized the President and Chief Executive Officer of Central Maine Healthcare Corporation to execute any federally mandated and nondiscretionary amendments to the Plan as may be required by law from time to time, without action of the Board of Directors. No amendment to the Plan shall result in an elimination or reduction of benefits to any Plan Member which would be in violation of Section 411(d)(6) of the Code.

15.02 Termination of Plan. In the event that the Plan is terminated or partially terminated, the rights of all Members (or affected Members in the case of a partial termination) to benefits accrued under the Plan as of the date of such termination shall be nonforfeitable. The assets of the Plan shall be allocated by the Retirement Committee. After providing for the expenses for the Plan, the assets remaining in the Trust Fund shall be used and applied for the benefit of Retired Members (including surviving Spouses, Provisional Payees and Beneficiaries), Members, and Terminated Members who at the date of retirement or termination of employment may have been entitled to retirement benefits, to be allocated according to the provisions under Section 15.03, Priority of Allocations.

15.03 Priority of Allocations. The priority of allocations of assets as set forth hereafter shall be governed by Section 4044(a) of ERISA and regulations issued by the Pension Benefit Guaranty Corporation. If the assets are insufficient to provide in full the benefits accrued under the Plan at the date of termination, the amount of such benefit to be guaranteed by the Pension Benefit Guaranty Corporation shall not exceed the lesser amount of (i) and (ii) below:

- (i) a benefit equal to 100% of the Member's compensation averaged over the five consecutive years in which his compensation was highest.
- (ii) the maximum dollar amount guaranteed by the Pension Benefit Guaranty Corporation at the date of Plan termination.

Subject to such conditions the priority of allocations shall be as follows:

15.031 First, the accrued benefit to be derived from each Member's contribution under the Plan, to the extent that such contributions have not been previously refunded or paid out in the form of benefits.

15.032 Second, (a) the smallest benefit payable to a Retired Member or surviving Spouse, Beneficiary or Provisional Payee of a Retired Member if such benefit was in pay status three years and was a provision of the Plan for at least sixty months ending on the date of termination of the Plan, such category to include Terminated Members if they had been receiving such benefits; and (b) the smallest benefit which could have been in pay status with respect to a Member or his Spouse, Beneficiary or Provisional Payee or to any Terminated Member as of the beginning of the three-year period ending on the date of termination of the Plan, but only with respect to a benefit which was a provision of the Plan for at least sixty (60) months ending on the date of termination of the Plan. Such amounts shall be inclusive of any allocations under Section 15.031.

15.033 Third, the Vested Benefit payable to any other Member or surviving Spouse, Beneficiary or Provisional Payee guaranteed by the Pension Benefit Guaranty Corporation, but only with respect to a benefit which was a provision of the Plan for at least sixty (60) months prior to the date of termination of the Plan. Such amounts to be inclusive of any allocations under Section 15.031.

15.034 Fourth, the additional Vested Benefit payable to any other Member (including a surviving Spouse, Beneficiary or Provisional Payee) guaranteed by the Pension Benefit Guaranty Corporation resulting from amendments made within a five-year period ending on the date of termination, each such amendment to be taken separately and in the order of effective dates starting with the earliest. Such amounts shall be limited to the greater of (i) and (ii) below for each year that the amendment was in effect prior to the date of termination:

- (i) 20% of the additional benefit payable as a result of the amendment; or
- (ii) \$20 a month.

15.035 Fifth, the portion of the nonforfeitable benefits payable to any of the above groups which were limited due to the ceiling on the dollar amount guaranteed by the Pension Benefit Guaranty Corporation from time to time as described in Section 15.03, Priority of Allocations.

15.036 Sixth, all other benefits payable under the Plan.

15.037 Any balance remaining after all payments due to the Members, Retired Members or surviving Spouses, Beneficiary or Provisional Payees of Retired Members, and the Pension Benefit Guaranty Corporation shall be returned to the Employer.

15.04 Pro-Rata Allocation. In the event that there are not sufficient assets to provide all the benefits payable under any of the above categories, each person in the first category for which there are insufficient assets shall receive a pro-rata portion of the benefit to be

provided by such assets, and no persons in any succeeding category shall receive any benefits under the Plan.

15.05 Allocation Restrictions. No allocations shall be made under the foregoing Section 15.03, Priority of Allocations and Section 15.04, Pro-Rata Allocations, with respect to any benefits accrued under the Plan after the Secretary of the Treasury has issued notice that the Plan does not meet the requirements of Section 401(a) of the Code.

15.06 Distribution Media. The allocations provided for in this Article may be distributed by any of the following means, as determined by the Retirement Committee and the Pension Benefit Guaranty Corporation:

- (a) the continuance of the Fund or Funds; or
- (b) group contracts or individual annuity contracts; or
- (c) cash; or
- (d) any combination of the foregoing.



## ARTICLE 16

### TEMPORARY LIMITATIONS ON AMOUNT OF BENEFITS

16.01 Employees Affected. Except with respect to certain allocations permitted under Section 4044(a) of the ERISA, for the ten (10) year period following a Plan Date, the retirement benefits provided by Employer contributions under the Plan for the twenty-five (25) highest paid Employees of the Employer as of such Plan Date, including any Employees who are not covered by the Plan at that time but may later become covered, by excluding any Employees whose annual retirement benefit will not exceed \$1,500, will be subject to the conditions set forth below.

16.02 Amounts Not Restricted. For the purposes of these conditions:

- (a) “Unrestricted Benefits” at any time means the benefits of the form called for by the Plan which have been provided by Employer contributions, not exceeding the largest of the following amounts:
  - (i) The contributions of the Employer or the funds attributable thereto which would have been applied to provide benefits for the Member if the Plan as in effect immediately prior to the Plan Date had been continued in effect without the changes effective as of the Plan Date;
  - (ii) \$20,000;
  - (iii) The contributions of the Employer or the funds attributable thereto which would have been applied to provide benefits for the Member if this Plan had been terminated immediately prior to the Plan Date without the adoption of the changes made effective as of the Plan Date, plus an amount computed by multiplying 20% of the first \$50,000 of the Member’s average annual earned compensation during his last five (5) years of employment by the number of years for which the current costs of the Plan after the Plan Date have been met; or

- (iv) The contributions of the Employer or of the funds attributable thereto necessary to provide the amount guaranteed by the Pension Benefit Guaranty Corporation in accordance with Section 4022 of ERISA as of the date of determination.
- (b) "Supplemental retirement income payments" means any current payments to a Retired Member sufficient, together with his "unrestricted benefits," to bring the total current payments to him up to the full benefits provided under the Plan.

16.03 If the Plan is terminated or the full current costs thereof have not been met at any time within ten (10) years of the Plan Date, the retirement benefit which any of the Members referred to in Section 16.01, Employees Affected, may receive shall not exceed his unrestricted benefits at that time.

16.04 If any member referred to in Section 16.01, Employees Affected, leaves the service of the Employer when the full current costs have not been met, the retirement benefits which he may receive (including any retirement benefits he has already received) shall not at any time within ten (10) years of the Plan Date, exceed his unrestricted benefit at the time he leaves the service of the Employer.

16.05 The foregoing conditions shall not restrict the full payment of benefits on behalf of a Member who retires or dies while the Plan is in effect and its full current costs have been met.

16.06 The full current costs of the Plan will be deemed to have been met at any time if its unfunded accrued liability at that time does not exceed its unfunded accrued liability as of the Plan Date.

16.07 If the full current costs have not been met by the tenth anniversary of the Plan Date, the restrictions imposed herein will remain in effect until such full current costs have been met.

16.08 Plan Amendments. For purposes of this Article, the term "Plan Date" shall mean the effective date of the Plan as amended to comply with ERISA (January 1, 1976) or the effective date of any amendment to the Plan substantially increasing benefits. The restrictions set forth in this Article shall remain in effect for the ten (10) year period beginning on any Plan Date.

16.09 Provisions Null and Void. In the event that it is determined by regulations of the Secretary of the Treasury or by official ruling of any governmental agency, or as a result of any law or statute of the Federal government, that the provisions of this Article are unnecessary in whole or in part, then this Article (or such part, or parts, thereof as shall be determined unnecessary) shall be considered null and void, and any benefits not required to be subject to the restrictions contained in the foregoing sections of this Article shall not be so restricted.

ARTICLE 17  
TOP-HEAVY PROVISIONS

Effective January 1, 1984, for purposes of this Article, the foregoing words and phrases when used herein shall have the following meanings, unless a different meaning is plainly required by the context, and shall be in addition to any other words and phrases defined elsewhere in this Plan:

17.01 "Actuarial Assumptions" means an interest rate equal to eight percent (8%) and the Unisex Mortality Table for 1984, unless the Internal Revenue Service requires calculations employing different interest rates and mortality experience.

17.02 "Aggregation Group" means a group of plans that includes each plan adopted by the Employer:

- (a) in which a Key Employee participates, or
- (b) that is included in the Aggregation Group for the purposes of enabling a plan described in subsection (a), above, to meet the requirements of Section 401(a) or Section 410 of the Code.

Notwithstanding the above requirements, an Aggregation Group also may include, at the designation of the Employer, any plan adopted by the Employer which satisfies the requirements of Sections 401(a)(4) and 410 of the Code.

17.03 "Determination Date" means the last day of the preceding Plan Year.

17.04 "Former Key Employee" means an individual who no longer satisfies the definition of a Key Employee and also shall include a Beneficiary of a Former Key Employee.

17.05 "Key Employee" means any Employee or former Employee who is a Key Employee under Section 416(i)(1) of the Code, and also shall include the Beneficiary of a Key Employee. Compensation for purposes of determining a Key Employee shall be as defined in Section 7.04.

17.06 "Minimum Benefit" means the benefit determined under Section 17.12, Minimum Benefit.

17.07 "Non-Key Employee" means any Employee who is not and never has been a Key Employee.

17.08 "Top-Heavy Plan" means the Plan in the event the present value of the accrued Normal Retirement Benefits for Key Employees is more than sixty percent (60%) of the present value of the accrued Normal Retirement Benefits for all Employees, excluding Former Key Employees, provided that the Plan is determined to be a Top-Heavy Plan in accordance with Plan Section 17.11, Determination of Top-Heaviness. Former Key Employees who has a severance from employment during the five (5) year period ending on the Determination Date shall be excluded. The "present value of the accrued Normal Retirement Benefits" shall include each Plan distribution made during the current Plan Year and the four preceding Plan Years (effective for Plan Years beginning after December 31, 2001, the one-year period ending on the Determination Date"). However, a Plan distribution made after the Valuation Date and before the Determination Date of any such Plan Year shall not be included as a Plan distribution under this Section to the extent such distribution is included in the present value of the accrued Normal Retirement Benefits as of such Valuation Date.

17.09 "Valuation Date" means the first day of each Plan Year and any other date deemed necessary by the Trustee or Committee.

17.10 "Years of Service" means a year of Continuous Service under Article 2, Definitions, of the Plan, excluding years of Continuous Service during which the Plan is not a Top-Heavy Plan and years of Continuous Service beginning before January 1, 1984.

17.11 Determination of Top-Heaviness. The Committee shall determine or cause to be determined as of each Determination Date whether the Plan is a Top-Heavy Plan. The determination will be made pursuant to Section 416(g) of the Code, and the regulations promulgated thereunder and will take into account the required Aggregation Group and, at the designation of the Employer, the permissive Aggregation Group.

17.12 Minimum Benefit. Notwithstanding anything contained in this Plan to the contrary, the accrued Normal Retirement Benefit, attributable to Employer contributions, for any Plan Year under the Top-Heavy Plan of any Non-Key Employee who is a Member, or would be a Member if he had made the Member contributions required under Section 8.01, Member Contributions, of the Plan, shall not be less than his Minimum Benefit, payable as a straight life annuity projected to his Normal Retirement Date. Such Minimum Benefit is equal to the product of (a) and (b) below:

- (a) the lesser of:
  - (i) two percent (2%) multiplied by his Years of Service (up to a maximum of 10 years), or
  - (ii) twenty percent (20%), multiplied by
  
- (b) his highest average annual compensation (as defined in Section 415 of the Code) for any five (5) consecutive Plan Years, or if he has not received annual compensation for at least five (5) consecutive Plan Years, his highest average annual compensation for the greatest number of consecutive Plan Years, excluding:
  - (i) compensation earned during Plan Years beginning before January 1, 1984; and

- (ii) compensation earned during Plan Years in which the Plan is not a Top-Heavy Plan.

The accrued benefit of a Member other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

17.121 This minimum contribution shall be made on behalf of each Non-Key Employee who is employed by the Employer on the last day of the Plan Year, regardless of whether the Non-Key Employee has completed 1,000 hours of service during that Plan Year, regardless of the Non-Key Employees level of compensation, and regardless of whether the Non-Key Employee declines to make mandatory contributions to the Plan.

17.122 Effective for Plan Years beginning after December 31, 2001, for purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and the Plan, in determining Years of Service any service with the Employer shall be disregarded to the extent that it occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee.

17.13 Minimum Deferred Retirement Benefit. The minimum benefit payable to any Employee entitled to a Minimum Benefit, and who retires after his Normal Retirement Date, shall not be less than the Actuarial Equivalent of the Minimum Benefit payable at his Normal Retirement Date.

17.14 Vested Benefit. Notwithstanding anything contained in this Plan to the contrary, a Member whose employment with the Employer terminates under the Top-Heavy Plan for any reason other than death or retirement after he has attained his Normal Retirement Age or completed at least two (2) years of Continuous Service shall be entitled to a retirement benefit commencing on his Normal Retirement Date. Such retirement benefit

shall be an amount equal to a percentage of his accrued Normal Retirement Benefit as determined under Article 7, Amount of Retirement Benefit, or Section 17.12, Minimum Benefit, of the Plan, whichever is greater. The vested percentage of his accrued Normal Retirement Benefit shall be as indicated on the following schedule:

<u>Years of Continuous Service</u>	<u>Percentage of Accrued Normal Retirement Benefit</u>
2	20%
3	40%
4	60%
5	80%
6	100%

17.141 A Member of the Top-Heavy Plan who is a Member on the last day of any Plan Year shall not forfeit his vested percentage of accrued benefit described above as of such date for any reason. If the Plan ceases to be a Top-Heavy Plan, a Member's amount of Vested Benefit shall be determined under Article 9, Termination of Service, of the Plan, subject to the preceding sentence, and provided that the percentage of Vested Benefit of any Member who has completed at least three (3) years of Continuous Service at the time the Plan ceases to be a Top-Heavy Plan shall continue to be determined under this Section if this section provides a greater vested benefit.



ARTICLE 18  
WITHDRAWAL OF AN EMPLOYER

18.01 Withdrawal or Removal of an Employer. The Employer and each Affiliated Employer shall have the right at any time to terminate the Plan as to its Members or to withdraw its share of Plan assets while the plan continues in effect for other Members. In the event of such withdrawal or termination, the Employer or the Affiliated Employer shall deliver to the Board of Directors and the Retirement Committee, at least thirty (30) days prior to the effective date of such termination or withdrawal, a certified copy of the vote of its governing body authorizing such termination or withdrawal. The Employer may, by a vote of its Board of Directors, elect to revoke the Plan participation and the Retirement Committee a certified copy of such vote at least thirty (30) days prior to the effective date of the revocation. In the event of such withdrawal, termination, or revocation, the Retirement Committee will cause to be segregated a portion of the Plan assets representing the interest of the Employer or the Affiliated Employer. The Trustee, as directed by the Committee, shall:

- (a) distribute such segregated assets in the manner described previously, but only with respect to the Members employed by the Employer or Affiliated Employer; or
- (b) transfer such assets to a trust fund or group contract which is qualified and exempt under the applicable provisions of the Code, for purposes of providing benefits for such Members.

ARTICLE 19  
MISCELLANEOUS

19.01 Rights Against the Employer. Neither the establishment of the Plan, nor the Trust Fund, nor any modification thereof, nor the payments of any benefits hereunder shall be construed as giving any Employee the right to be retained in the service of the Employer or Affiliated Employer or as interfering with the right of the Employer or Affiliated Employer to discharge any Employee at any time.

19.02 Merger. In the event of any merger or consolidation of this Plan with another retirement or pension plan, or in the event of any transfer of assets or liabilities from this Plan to another retirement or pension plan, and if this Plan then terminated, any Member of this Plan shall not 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. A merger, consolidation, or transfer of assets between such qualified plans shall not result in an elimination or reduction in benefits to any Plan Member which are protected in accordance with Section 411(d)(6) of the Code.

19.03 Applicable Law. The provision of this Plan shall be governed and construed in accordance with the laws of the State of Maine except that if any laws are superseded by any applicable Federal law or statute, such Federal law statute shall apply.

19.04 Headings. The headings of the Plan are inserted for convenience of reference and shall have no effect upon the meaning of the provisions hereof.

19.05 Rollover Distribution. If a Member, a Beneficiary who is the Member's surviving spouse, or an alternate payee of a Member under a Qualified Domestic Relations Order described in Section 12.03 is entitled to receive an eligible rollover distribution under this Section 19.05, he or she may elect, at the time and in the manner prescribed by the Employer, to have any portion of the distribution paid directly to an eligible retirement

plan. In the case of a non-spouse Beneficiary of an Employee or former Employee for distributions made on and after January 1, 2010, an eligible retirement plan shall only include an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is an inherited retirement account or annuity under Code Section 408.

For this purpose, 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: any distribution that is one in a series of substantially equal periodic payments (not less frequently than annually) made for a period of 10 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and effective for distributions before January 1, 2002, the portion of any distribution that is not includible in gross income. For distributions made on or after January 1, 2008, the portion consisting of after-tax employee contributions may also be transferred directly to a Roth IRA described in Code Section 408A, subject to any applicable eligibility restrictions imposed by law.

For this purpose, an “eligible retirement plan” is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), a qualified trust described in Code section 401(a), or an annuity plan described in Code Section 403(a), and for Plan Years beginning on or after January 1, 2002, an eligible deferred compensation plan described in Code section 402(c)(8)(B)(v) or an annuity contract described in Code section 403(b). However, in Plan Years beginning prior to January 1, 2002, with respect to a distributee who is a Participant’s spouse, an eligible retirement is an individual retirement account or an individual annuity.

19.06 Benefit Restrictions Under Section 436 of the Code. Notwithstanding any provision of this Plan to the contrary, the following benefit restrictions shall apply based on the Plan’s “Adjusted Funding Target Attainment Percentage”, as defined in Code Section 436(j) and herein referred to as the Plan’s “AFTAP”, for the Plan Year:

- (a) Amendment Restrictions: If the Plan’s AFTAP for a Plan Year is less than eighty percent (80%) (or, if the AFTAP for the Plan Year is 80% or

more but would be less than 80%, if benefits attributable to the amendment were taken into account in determining the Plan's AFTAP), no Plan amendment which has the effect of increasing the Plan's liabilities by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accruals or changing the rate at which benefits become nonforfeitable shall take effect during such Plan Year.

Notwithstanding the foregoing, such amendment restrictions shall not apply to any amendment which provides for an increase in benefits under a formula which is not based on a Member's compensation, but only if the rate of such increase is not in excess of the contemporaneous rate of increase in average wages of Members covered by such amendment.

(b) Accelerated Benefit Payment Restrictions: If the Plan's AFTAP for a Plan Year is less than eighty percent (80%), the following accelerated benefit payment restrictions shall apply:

(1) Partial Accelerated Payment Restrictions: If the Plan's AFTAP for a Plan Year is at least sixty percent (60%) but less than eighty percent (80%), no "prohibited payment" shall be made after the valuation date for such Plan Year to the extent the amount of the payment exceeds an amount equal to the lesser of:

- (i) fifty percent (50%) of the amount of the payment that could otherwise be made without regard to this benefit restriction; or
- (ii) the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions in Code Section 417(e)) of the maximum guarantee with respect to the Member under Section 4022 of the Act; and

(iii) further provided that:

- (A) only one "prohibited payment", meeting the requirements of subparagraphs (b)(1)(i) and (b)(1)(ii) above, may be made with respect to a Member during any period of consecutive Plan Years when the benefit restrictions of either paragraph (b)(1) or this (b)(2) apply; and
- (B) a Member and any Beneficiary on his behalf (including an alternate payee, as defined in Code Section 414(p)(8)) shall be treated as one Member; provided, however, that if the Member's benefit is allocated to such an alternate payee and one or more other persons, the unrestricted amount under paragraphs (b)(1)(i) and (b)(1)(ii) shall be allocated

among such other persons in the same manner as the benefit is allocated unless the qualified domestic relations order (as defined in Code Section 414(p)(1)(A)) with respect to the Member or the alternate payee provides otherwise.

- (2) Complete Accelerated Payment Restrictions: The following complete accelerated benefit payment restrictions shall apply in accordance with the following rules:
- (i) AFTAP Less Than 60%: If the Plan's AFTAP for a Plan Year is less than sixty percent (60%), no "prohibited payment" shall be paid after the valuation date for such Plan Year.
  - (ii) Bankruptcy: During any period in which the Employer is a debtor in a case under Title 11, United States Code, or a similar Federal or State law, the Plan shall not pay any "prohibited payment" unless the actuary for the Plan certifies that the Plan's AFTAP is not less than one hundred percent (100%).

For purposes of this paragraph (b), a "prohibited payment" means (i) any payment in excess of the monthly amount paid under a life annuity (plus any social security supplements described in the last sentence of Code Section 411(a)(9)), to a Member or Beneficiary whose annuity starting date (as defined in Code Section 417(f)(2)) occurs during any period a limitation under this paragraph (b) is in effect; (ii) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits; and (iii) any other payment specified by the Secretary of the Treasury. Such term shall not include the payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Member.

- (c) Benefit Accrual Restrictions: If the Plan's AFTAP for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan shall cease as of the valuation date for such Plan Year; provided, however, that with respect to a Plan Year beginning on or after October 1, 2008 and before October 1, 2009, the AFTAP used to determine whether benefit accruals shall cease shall be the AFTAP for the prior Plan Year, if greater.
- (d) UCEB Restrictions: If the Plan's AFTAP for a Plan Year is less than sixty percent (60%) (or, if the AFTAP for the Plan Year is 60% or more but would be less than 60% taking into account the occurrence of any "unpredictable contingent event" during the Plan Year), no "unpredictable contingent event benefit" ("UCEB"), as defined in Code Section 436(b)(3), shall be paid.

- (e) Current Year Contributions to Avoid or Terminate Benefit Limitations:  
The provisions of paragraphs (a), (c) and (d) shall cease to apply with respect to a Plan Year effective as of the first day of the Plan Year (or, in the case of paragraph (a), if later, the effective date of the amendment) upon payment by the Employer of a contribution (in addition to any minimum required contribution under Code Section 430) equal to an amount determined under Code Section 436(b), 436(c) or 436(e), as applicable.
- (f) Exemption: A restriction under this Section shall not apply for a Plan Year (or shall cease to apply for a Plan Year) if the Employer takes such action as provided in Code Section 436 and the final regulations promulgated thereunder in order to avoid application of the restriction.
- (g) Treatment of Plan as of Close of Prohibited or Cessation Period:  
Payments and benefit accruals, as applicable, shall resume effective as of the day following the close of the period for which any restriction of payment or accrual of benefits under paragraph (b) or (c), respectively, applies. Nothing in the preceding sentence, however, shall be construed as affecting the Plan's treatment of benefits which would have been paid or accrued but for this Section.

The limitations in this Section are intended to comply with the provisions of Code Section 436 and the final regulations promulgated thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Code Section 436 and the final regulations promulgated thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code and such regulations. Further, this Section is intended to impose restrictions only to the extent required under Code Section 436 and shall be applied and interpreted accordingly. In the event any limitation of this Section is determined not to be required by Code Section 436 and the final regulations promulgated thereunder, such limitation shall not be applied.

IN WITNESS WHEREOF, Central Maine Healthcare Corporation has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CENTRAL MAINE HEALTHCARE CORPORATION

By \_\_\_\_\_