

**Pension Plan for Salaried Employees of the Bi-State
Development Agency of Missouri-Illinois
Metropolitan District**

As Restated and Amended in its Entirety effective January 1, 2014

TABLE OF CONTENTS

	<u>Page</u>
1. PREAMBLE.....	1
2. DEFINITIONS.....	2
2.01 Accrued Benefits.....	2
2.02 Accumulated Cash Share.....	2
2.03 Actuarial Equivalents.....	3
2.04 Annuity.....	3
2.05 Bi-Weekly Base Pay Less Reimbursements and Allowances.....	3
2.06 Board.....	3
2.07 Code.....	3
2.08 Committee.....	3
2.09 Covered Employment.....	3
2.10 Credited Service.....	3
2.11 Early Retirement Date.....	5
2.12 Early Retirement Window Incentive Pension.....	5
2.13 Employee.....	6
2.14 Employee (Non-Vested).....	6
2.15 Employee (Vested).....	6
2.16 Employee (Terminated Vested).....	6
2.17 Employer.....	6
2.18 Excess Unused Sick Leave.....	6
2.19 Excess Vacation.....	6
2.20 Final Average Monthly Earnings.....	6
2.21 Investment Manager.....	6
2.22 Late Retirement Date.....	7
2.23 Metro.....	7
2.24 Monthly Earnings.....	7
2.25 Normal Form.....	7
2.26 Normal Retirement Date.....	7
2.27 Paid Time Off.....	7
2.28 Participant.....	7
2.29 Pension Commencement Date.....	7
2.30 Plan.....	7
2.31 Plan Anniversary Date.....	7
2.32 Plan Year.....	7
2.33 Early Retirement Date.....	8
2.34 Quorum.....	8
2.35 Short-Term Disability Insurance Program.....	8
2.36 Early Termination of Employment.....	8
2.37 The 401(k) Plan.....	8
2.38 Trust.....	8
2.39 Trustee.....	8
2.40 Trust Fund.....	8
2.41 Union Position.....	8
2.42 Union Pension Plan.....	8

	<u>Page</u>
2.43 Unused Active Sick Leave.....	9
2.44 Vacation Hours (Active).....	9
3. ADMINISTRATION OF THE PLAN.....	9
4. PARTICIPATION	10
4.01 Eligibility	10
4.02 Prior Participant Contributions	10
4.03 Reparticipation.....	11
4.04 Tier 1 – New Salaried Employees into Salaried Positions on or After July 31, 2013	11
4.05 Tier 2 – Transfer into a Salaried Position from a Union Position.....	11
4.06 Tier 3 – Non-Vested Salaried Employee	11
4.07 Tier 4 – Vested Salaried Employees – in 401(k) Plan	12
With a "Frozen Accrued Benefit in the Plan	
4.08 Tier 5 – Vested Salaried Employees in the 401(k)	12
Plan without a Frozen Accrued Benefit	
4.09 Tier 6 –Vested Salaried Employees – Who Continue in the Plan.....	12
4.10 Tier 7 – Terminated Vested Salaried Employees in the Plan	12
4.11 Refunds of Union Pension Contribution.....	12
5. BENEFITS.....	13
5.01 Normal Retirement Pension.....	13
5.02 Early Retirement Pension	14
5.03 Early Retirement Window Incentive Pension.....	14
5.04 Late Retirement Pension	14
5.05 Termination of Employment.....	15
5.06 Credited Service during Disability.....	16
5.07 Death Benefit Prior to Pension Commencement Date.....	17
5.08 Change in Employment Status.....	18
5.09 Required Date of Distribution of Benefits	21
5.10 Minimum Benefits	26
5.11 Supplemental Pension Benefit	26
5.12 Suspension from Earning Credited Service -	28
Reemployment of a Retired Participant	
5.13 Refund of Participant Contributions to this Plan	28
6. OPTIONAL FORMS OF PAYMENT OF RETIREMENT BENEFITS.....	28
6.01 Optional Forms of Pension	28
6.02 Description of Optional Forms of Pension	29
7. DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTION.....	30
8. AMENDMENT TO THE PLAN	31

	<u>Page</u>
9. TERMINATION OF THE PLAN AND DISTRIBUTION OF FUNDS	32
10. CLAIMS PROCEDURE.....	32
10.01 Written Claim for Benefits.....	32
10.02 Initial Review of Claim.....	33
10.03 Claim Review Procedure	33
10.04 Review Decisions Final	34
11. GENERAL PROVISIONS	34
11.01 Beneficiary	34
11.02 Duration of Pension	34
11.03 Small Payments.....	34
11.04 Overpayments	35
11.05 Underpayments	35
11.06 Facility of Payment.....	35
11.07 Spendthrift Clause.....	35
11.08 Funding	36
11.09 Forfeitures.....	36
11.10 Employer Contribution Irrevocable	36
11.11 Internal Revenue Service Approval.....	36
11.12 Missing Participant or Beneficiary	36
11.13 State Law	36
11.14 Number and Gender.....	36
11.15 Deaths during Qualified Military Service.....	37

EXHIBIT I
EXHIBIT II
EXHIBIT III
EXHIBIT IV

Amendment Number 21

2014 Restatement and Amendment

Pension Plan for Salaried Employees of the Bi-State

Development Agency of the Missouri-Illinois

Metropolitan District

1. PREAMBLE

Effective June 1, 1964, Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Metro”) adopted the Bi-State Agency Employee Trust Plan Agreement and subsequently amended the name to Pension Plan for Employees of the Bi-State Development Agency of Missouri-Illinois Metropolitan District effective June 1, 1966.

Effective June 1, 1966, Transit Services Corporation of Metropolitan St. Louis adopted the Pension Plan for Employees of Transit Corporation of Metropolitan St. Louis.

Effective August 23, 1973, Metro became the employer of substantially all of the employees of Transit Services Corporation of Metropolitan St. Louis and effective March 21, 1974, amended the plan name from the Pension Plan for Employees of Transit Services Corporation of Metropolitan St. Louis to the Pension Plan for Employees of the Transit Division of Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

Effective June 1, 1979, both plans were consolidated into a single plan covering employees of Metro and the Transit Division of Bi-State.

Effective as of January 1, 1995, the Plan was amended and restated in its entirety.

Effective as of January 1, 1996, the Plan was amended and restated in its entirety by an Amendment Number 10 and was thereafter amended effective as of August 1, 2000 by an amendment also purporting to be Amendment Number 10, which was in fact Amendment Number 11 and the Plan was further amended by an Amendment Number 11 executed on August 3, 2001, which should have been Amendment Number 12.

Effective as of June 1, 2001, the Plan was amended to incorporate changes made since the Plan was last restated and to make changes to comply with the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998 and the Community Renewal Tax Relief Act of 2000. The Plan was further amended by an Amendment Numbers 14, 15, 16 and 17.

Effective January, 2011, the Plan was amended and restated in its entirety by Amendment Numbers 18 and 19 to incorporate changes necessary to comply with statutory requirements and submit the Plan to the Internal Revenue Service's request for a favorable determination letter.

Effective July 1, 2013, the Plan was amended by Amendment Number 20 for several changes in plan benefits desired by the Plan Sponsor.

Section 8 of the Plan gives Metro the right to amend the Plan.

Now, Metro desires to amend the Plan to incorporate changes made since the Plan was last restated and to make such other changes to the Plan as required by law as required by law to comply with the Cumulative list for Cycle C filers as set forth in IRS Notice 2012-76. This Amendment is and shall be Amendment 21 to the Plan. Except as provided in Section 9, Section 11.10 or by law, the corpus or income of the Trust may not be diverted to or used for other than the exclusive benefit of the Participants and their beneficiaries. Now, therefore, the Pension Plan for Salaried Employees of the Bi-State Development Agency of Missouri-Illinois Metropolitan District is amended in its entirety, effective January, 2014, except as otherwise provided herein, as follows:

2. DEFINITIONS

2.01 "Accrued Benefit" means a monthly retirement benefit, expressed in the Normal Form and payable commencing at Normal Retirement Date, to which any Participant would be entitled under the Plan as determined in accordance with Subsection 5.01 based on Final Average Monthly Earnings and the total number of years of Credited Service the Participant has completed as of the date of such determination.

2.02 "Accumulated Cash Share" means the sum of the amounts described in (a) and (b) below which have not been previously applied on behalf of or refunded to the Participant:

(a) Any cash value existing on May 31, 1966 under the individual policy or policies in force on the Participant's life under the Prior Bi-State Plan or Prior Transit Services Plan which was deposited with General American Life Insurance Company under Group Deposit Administration Contract No. GA-990029 as set forth in Exhibit I attached hereto, together with interest of 3% per annum, compounded annually, from June 1, 1966 to May 31, 1979 and 5% per annum, compounded annually, thereafter to the first day of the month in which the Participant's Accumulated Cash Share becomes payable, but in no event beyond his Pension Commencement Date.

(b) Any contributions made by the Participant under this Plan prior to February 1, 1985, and any amounts deposited on behalf of a Participant who is transferred to coverage under this Plan after June 1, 1966, together with interest from the Plan Anniversary Date next following the date the contribution and/or deposit was made to the first day of the month in which the Participant's Accumulated Cash Share becomes payable, but in no event beyond his Pension Commencement Date. Interest shall be credited at 3% per annum, compounded annually, prior to June 1, 1979 and 5% per annum, compounded annually, thereafter.

The Participant's Accumulated Cash Share shall be applied to the cost of his benefits hereunder. Anything contained herein to the contrary notwithstanding, in no event can a Participant withdraw his Accumulated Cash Share except upon retirement, death or other termination of employment.

- 2.03 "Actuarial Equivalent" means effective as of June 1, 2001, a benefit of equivalent actuarial value as determined by discounting all future payments for interest and mortality on the following basis:
- (a) Mortality Table: 1971 Group Annuity Table for males projected by Scale E to 1976, with a one-year age setback.
 - (b) Interest Rate: For annuities and single sum payments made in accordance with Section 11.03, the interest rate is 8%.
- 2.04 "Annuity" means a fixed sum payable periodically, subject to the limitations imposed by the grantor - - generally, either for life or for a number of years.
- 2.05 "Bi-Weekly Base Pay less reimbursements and allowances" means the compensation used to calculate a Participant's Contributions to this Plan.
- 2.06 "Board" means the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.
- 2.07 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.08 "Committee" means the Administrative Committee of the Salaried Administrative Pension & 401(k) Plan Committee as defined in Section 3.
- 2.09 "Covered Employment" means all service performed for the Employer while classified by the Employer as an Employee (regardless of retroactive reclassification). Covered Employment shall not include service (a) compensated on any basis other than salaried basis, (b) in a position that is customarily expected to last less than five (5) consecutive months, (c) in a position customarily scheduled to work less than twenty (20) hours per week, (d) in a position considered seasonal, (e) while the Employee is a member of a collective bargaining unit covered by a collective bargaining agreement with respect to which retirement benefits were the subject of good faith bargaining, (f) as a non-employee contract worker or leased employee; or (g) of any Employee hired or rehired into a salaried position or transferred from a position in a Metro bargaining unit effective on or after July 1, 2013.
- 2.10 "Credited Service" means, except as provided in Section 4.03, the period of uninterrupted service in Covered Employment prior to retirement, death or Termination of Employment which a Participant renders to the Employer subsequent to his most recent date of employment and during which period he receives earnings from the Employer. Credited Service shall be computed on the basis of full years, full months and days.

Subject to Section 2.36, service shall be considered interrupted by any absence from active employment other than absences due to:

- (a) leave of absence, including leave under the Family and Medical Leave Act of 1993 and sick leave, up to one year, if authorized by the Employer and provided the Participant returns to work for the Employer at the end of the authorized leave,
- (b) leave of absence resulting from an involuntary lay off up to two (2) years,
- (c) leave of absence (i) in "qualified military service" as defined in Code section 414(u) on or after December 12, 1994, or (ii) to satisfy a compulsory military service obligation with the Armed Forces of the United States, provided that, if the absence begins after June 1, 1966, the Participant must return to work for the Employer within 90 days (or such longer period as may be required by law) following the date discharge is first available, or
- (d) paid vacations and holidays.

Leaves of absence shall be granted by the Employer on the basis of uniform rules which shall be consistently applied in all cases. If a Participant's leave of absence exceeds the maximum period allowed under this Section 2.10 and he subsequently resumes active employment, he shall be treated as a new employee for all purposes under the Plan.

A Participant who was hired on or after February 1, 1984 shall be credited with Credited Service from the date of employment.

Effective as of January 1, 2010, on or before the date the Participant's employment terminates for any reason, such Participant's (or beneficiary, in the case of the Participant's death) unused sick leave, if any, accumulated as of the date of such termination of employment shall be converted to Credited Service in an amount equal to one (1) week of Credited Service for each day of unused sick leave not to exceed three (3) additional years of Credited Service; provided that such Participant has completed at least five (5) years of Credited Service as of the date of such termination of employment. Effective as of August 1, 2009, with respect to any unused sick leave that has been converted into Credited Service hereunder, such Credited Service shall not apply for purposes of determining a Participant's eligibility for retirement. Effective July 1, 2013, a vested Participant, who elects to retire on or before January 1, 2014, and who submits a declaration of retirement form at least thirty (30) calendar days before his declared retirement date, may convert any Unused Active Sick Leave up to a maximum of three (3) years of Credited Service. Until December 31, 2013, Unused Active Sick Leave means unused sick leave hours that an active employee has accrued up to a maximum of twelve hundred and forty eight (1248) hours. After January 1, 2014, no unused vacation, sick leave time shall be converted to Credited Service under the Plan.

Effective as of January 1, 2001 and prior to January 1, 2010, a Participant's unused paid vacation time in excess of forty-five (45) days, if any, shall be converted automatically on each December 31st or if earlier, on the date such Participant's employment terminates for any reason, to Credited Service at the rate of one (1) week of Credited Service for each eight (8) hours of unused paid vacation time accumulated as of such December 31st or if earlier, on the date such Participant's employment terminates; provided that such Participant has completed at least five (5) years of Credited Service on such December 31st or if earlier, on the date such Participant's employment terminates for any reason; and provided further that for purposes of this paragraph,

only full weeks of Credited Service shall be granted. Effective August 1, 2009, with respect to any unused paid vacation leave that has been converted into Credited Service hereunder, such Credited Service shall not apply for purposes of determining a Participant's eligibility for retirement. For any period after December 31, 2009, no unused paid vacation time shall be converted to Credited Service.

Employees who elected to become Participants as of June 1, 1979, after electing not to participate when first eligible or after terminating participation in the Plan prior to June 1, 1979, shall receive Credited Service in accordance with this Subsection from and after June 1, 1979.

If, prior to June 1, 1979, an individual transferred from coverage under the Pension Plan for Employees of Transit Services Corporation of Metropolitan St. Louis ("TSC Plan"), and became a Participant in the Pension Plan for Employees of Bi-State Development Agency of the Missouri-Illinois Metropolitan District, as in effect on June 1, 1966, and as subsequently amended, his Credited Service shall include his Credited Service under the TSC Plan.

If, prior to June 1, 1979, an individual ceased to be covered by another pension plan to which Transit Services Corporation of Metropolitan St. Louis or Transit Division of Bi-State Development Agency of the Missouri-Illinois Metropolitan District contributed and as a result, satisfied the definition of Employee and became a Participant in the TSC Plan, as in effect on June 1, 1966, and as subsequently amended, his Credited Service shall include the entire period during which he was employed by Transit Services Corporation of Metropolitan St. Louis and/or Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

A Participant who elects and qualifies for the Early Retirement Window Incentive Pension under Section 5.03 shall receive an additional three (3) years of Credited Service; provided however, that such Credited Service shall not apply for purposes of determining a Participant's eligibility for the Early Retirement Window Incentive Pension.

- 2.11 "Early Retirement Date" means (a) with respect to a Participant who retires before January 1, 1996, the first day of any month coincident with or following a Participant's 55th birthday, but prior to his 65th birthday, if he has at that time completed ten (10) years of Credited Service and he actually retires, and (b) with respect to a Participant who retires after December 31, 1995, the first day of any month coincident with or following a Participant's 55th birthday, but prior to his 60th birthday, if he has at that time completed ten (10) years of Credited Service and he actually retires. For a Participant who qualifies for the Early Retirement Window Incentive Pension described in Section 5.03 after September 1, 1993, Early Retirement Date shall be the first day of the month following the month in which the Participant meets the requirements for said pension, provided that such date is on or before January 1, 1994. For a Participant who qualifies for the Early Retirement Window Incentive Pension on or before September 1, 1993, Early Retirement Date means September 1, 1993, provided that for a Participant who qualifies for the Early Retirement Window Incentive Pension and who actually retires on or after December 1, 1992 and before September 1, 1993, Early Retirement Date for purposes of the Early Retirement Window Incentive Pension shall mean September 1, 1993 and Early Retirement Date for all other purposes under the Plan shall mean the actual date of such Participant's retirement.
- 2.12 "Early Retirement Window Incentive Pension" means the early retirement window benefit provided to certain Participants who retire on or after December 1, 1992 and on or before January 1, 1994 and which is described in Section 5.03.

- 2.13 "Employee" means any individual who is employed by the Employer.
- 2.14 "Employee (Non-Vested)" means for purposes of Sections 4.05, 4.06, 4.07, 4.08, 4.10 and 2.08, an employee who has less than five (5) years of Credited Service for the Plan (or less than ten years of Credited Service for a Union plan).
- 2.15 "Employee (Vested)" means for purposes of Sections 4.05, 4.06, 4.07, 4.08, 4.09, 4.10 and Section 2.08, an employee who has attained five(5) or more years of Credited Service for the Plan (or ten (10) or more years of credited service for a Union plan). This term does not change any other requirements in Section 5 for a participant to receive retirement benefits.
- 2.16 "Employee (Terminated Vested)" means for purposes of Section 4.10, a terminated Metro employee who attained five (5) or more years of Credited Service for the Plan (or ten (10) or more years of credited service for a Union plan) prior to the termination of his employment with Metro. This term does not change any other requirements in Section 5 for a Participant to receive retirement benefits.
- 2.17 "Employer" means Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Metro"). For the purposes of determining each Participant's Credited Service under Section 2.10, the term "Employer" shall also include any predecessor transit company the assets of which were acquired by the Employer on April 1, 1963.
- 2.18 "Excess Unused Sick Leave" refers to the sick leave hours in excess of 1248 hours which salaried employees were able to accrue toward additional Credited Service from December 1, 2001 until July 30, 2009. On August 1, 2009, sick leave accruals were again capped at 1248 hours.
- 2.19 "Excess Vacation" means the vacation hours above 360 hours the salaried employees were allowed to accumulate during the period of December 2001 to July 30, 2009 and apply toward Credited Service.
- 2.20 "Final Average Monthly Earnings" means an amount equal to the average of the Monthly Earnings on the three (3) consecutive Plan Anniversary Dates while in Covered Employment which results in the highest amount. Consecutive Plan Anniversary Dates will not be interrupted by any period during which a Participant is receiving benefits from this Plan or not employed by the Employer.
- 2.21 "Investment Manager" means a person, firm or corporation appointed by the Committee to manage (including the power to acquire or dispose of) all or one or more portions of the Trust Fund, which person, firm or corporation shall:
- (a) be (i) registered as an investment adviser under the Investment Advisers Act of 1940; or (ii) a bank as defined in the Investment Advisers Act of 1940; or (iii) an insurance company qualified to manage (including the power to acquire or dispose of) all or one or more portions of the Trust Fund under the laws of more than one state; and
 - (b) acknowledge in writing to the Committee that he or it is a fiduciary with respect to the Plan.

- 2.22 “Late Retirement Date” means the first day of the month coincident with or next following the date, subsequent to the Participant’s Normal Retirement Date, upon which he actually retires.
- 2.23 “Metro” means the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (d/b/a Metro), a body corporate and politic and political subdivision of the States of Missouri and Illinois.
- 2.24 “Monthly Earnings” means the monthly rate of pay received from the Employer, including any cost of living adjustments but excluding overtime pay, bonuses, commissions, and any other form of additional compensation. For the purposes of the Plan, changes in Monthly Earnings shall become effective on the first day of the Plan Year next following the date of change, unless the change occurs on the first day of a Plan Year, in which case the change shall become effective immediately. Monthly Earnings on an annual basis shall be limited in accordance with Code Section 401(a) (17) and the regulations thereunder which are herein incorporated by reference.
- 2.25 “Normal Form” means a type of pension which provides a regular series of income payments during the lifetime of the payee, and if the Participant dies after his Pension Commencement Date, his beneficiary shall be paid a lump sum cash payment equal to the Participant’s Accumulated Cash Share less the sum of the pension payments which the Participant received prior to his death.
- 2.26 “Normal Retirement Date” means (a) with respect to a Participant who retires before January 1, 1996, the first day of the month coincident with or next following the date such Participant attains age sixty-five (65) and has completed five (5) years of Credited Service, and (b) with respect to a Participant who retires after December 31, 1995, the first day of the month coincident with or next following the date such Participant attains age sixty (60) and has completed five (5) years of Credited Service; The Normal Retirement Date is the actual date the Participant retires from Metro.
- 2.27 "Paid Time Off" or "PTO" means effective January 1, 2014, the hours that a salaried employee can use for vacation, personal time, personal illness or time off to care for dependents. The PTO Policy for Salaried Employees explains the rules for the use of PTO which takes the place of sickness, absence, personal time, and vacation.
- 2.28 “Participant” means any Employee employed in Covered Employment who actually becomes covered under this Plan.
- 2.29 “Pension Commencement Date” means the date upon which a Participant's pension payments will begin to be made under this Plan. For all Participants who retire from the Employer on or after January 1, 2014, pension payments will begin to be made on the first day of the month following the first day of the month in which the Participant actually retires from the Employer.
- 2.30 “Plan” means the Pension Plan for Salaried Employees of the Bi-State Development Agency of Missouri-Illinois Metropolitan District.
- 2.31 “Plan Anniversary Date” means the first day of any Plan Year.
- 2.32 “Plan Year” means the period commencing on June 1, 1966, or on any subsequent June 1, and ending on the next following May 31.

- 2.33 "Predecessor Plans" means the Pension Plan for Employees of Bi-State Development Agency of the Missouri-Illinois Metropolitan District and the Pension Plan for Employees of the Transit Division of Bi-State Development Agency of the Missouri-Illinois Metropolitan District.
- 2.34 "Quorum" means the minimum number of voting members who must be present at a properly called meeting in order to conduct business in the name of a group.
- 2.35 "Short-Term Disability Insurance Program" means a form of insurance that insures the beneficiary's earned income against the risk that a disability creates a barrier for a worker to complete the core functions of their work. Short-term Disability Insurance provides the employee income if the employee becomes injured or seriously ill. Effective January 1, 2014, Short-Term Disability Insurance will be provided to salaried employees. The waiting period for this policy will be five (5) days. This will be a clinically managed program providing 60% income replacement for up to 25 weeks in the event of serious illness. The terms and conditions of the insurance policy are incorporated by reference in this Plan.
- 2.36 "Termination of Employment" means the severance of the employment relationship between the Participant and the Employer, other than by reason of death, attainment of Pension Commencement Date, or disability in accordance with Section 5.06.
- If an absence under Section 2.10 is in excess of the maximum period permitted thereunder, it shall be deemed that the Participant's Termination of Employment occurred as of the date the absence commenced.
- 2.37 "The 401(k) Plan" means the Metro Bi-State Development Agency 401(k) Retirement Savings Program.
- 2.38 "Trust" means the Pension Plan Trust for Salaried Employees of the Bi-State Development Agency of Missouri-Illinois Metropolitan District, and any and all amendments and supplements which may be made thereto, created by the Employer for the purposes of holding and administering the Trust Fund.
- 2.39 "Trustee" means members of the Salaried Administrative Pension & 401(k) Plan Committee as defined in Section 3.
- 2.40 "Trust Fund" means the res or corpus and all earnings, appreciation or additions thereon and thereto held by the Trustee under the Trust.
- 2.41 "Union Position" means a job held by a Metro employee which is in a collective bargaining unit represented by the Union and which is in Covered Employment as defined in the Union Pension Plan. The term "Union" means Division 788, Amalgamated Transit Union, AFL-CIO or Local No. 2 and Local No. 309, International Brotherhood of Electrical Workers Union.
- 2.42 "Union Pension Plan" means the Bi-State Development Agency of the Missouri-Illinois Metropolitan District and Division 788, Amalgamated Transit Union, AFL-CIO Employees' Pension Plan, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District and Division 788 Clerical Unit, Amalgamated Transit Union, AFL-CIO, Employees' Pension Plan, or the Bi-State Development Agency of the Missouri-Illinois Metropolitan District and

Local No.2 and Local No. 309 International Brotherhood of Electrical Workers Employees' Pension Plan.

2.43 "Unused Active Sick Leave." Active salaried employees have been eligible to accrue eight (8) hours of sick leave monthly, up to a maximum of 1248 hours, until December 31, 2013. The monthly accrual of active sick leave hours will cease on January 1, 2014 when Metro converts to the PTO Policy for Salaried Employees.

2.44 "Vacation Hours (Active)" refers to the monthly accrual of vacation hours which active employees are allowed to accrue based on years of service, up to a maximum of 360 hours.

3. ADMINISTRATION OF THE PLAN

The Board shall appoint the Chairman of the Committee. The Trustees of the Committee are charged with administering, construing and interpreting the Plan in a uniform and nondiscriminatory manner. It is specifically authorized, in its sole discretion, to determine eligibility for benefits under this Plan and to construe the Plan's terms. It shall also appoint and remove, in its discretion, one or more Investment Managers to manage (including the power to acquire and dispose of) all, or one or more portions, of the Trust Fund. On all matters pertaining to the administration of the Plan, the decision of a majority of the Trustees of the Committee shall govern.

The Committee shall consist of four (4) permanent Trustees (the Chief Operating Officer, the Executive Vice President of Administration & Finance, the Vice President of Human Resources, and the General Counsel) and up to five (5) non-permanent Trustees. The Chairman with the concurrence of Metro's President, shall appoint the non-permanent Trustees to the Committee. A non-permanent Trustee shall serve no more than three (3) consecutive two-year terms, unless the Chairman of the Committee, with the concurrence of Metro's President and a majority of the permanent Trustees, approves one additional two-year term. In no case may a non-permanent Trustee serve more than four two-year terms. A non-permanent Trustee may resign at any time upon written notice to the Chairman, or may be removed at any time by the Chairman, with the concurrence of the President of Metro. Whenever there is a non-permanent Trustee vacancy, the Chairman with concurrence of the President of Metro, shall appoint a successor; and until such appointment is made, the remaining members shall constitute the Committee.

The General Counsel of Metro shall serve as the Secretary to the Committee, shall attend all meetings and shall keep all records deemed necessary by the Committee and/or the Board. The Director of Benefits shall serve as Assistant Secretary to the Committee, but shall not be a voting member of the Committee. The Chairman of the Committee, or his delegate, shall have authority to sign, on behalf of the Committee, any document the execution of which has been authorized by the Committee; and a copy of any resolution, order, decision or opinion of the Committee, attested by the Secretary, shall be deemed to be duly authenticated, entitling it to full credit, and all others may rely and act upon it.

The Committee shall meet on unanimous waiver of notice by the members, or on the call of the Chairman or the Secretary, or on the call of two (2) members of the Committee. Except when unanimous waiver of notice is given, the officer or members making the call shall give the other members not less than twenty-four (24) hours notice of the time and place of the meeting. In addition, the Committee may act with unanimous written consent without meeting.

No member of the Committee shall be liable for any action that said member omits in good faith but shall be liable only for any loss or damage due to willful misconduct and then such liability shall be charged against only those members of the Committee who had individually committed such breach of their duties. Excepting only liability for loss or damage due to willful misconduct, the members of the Committee shall be and are hereby indemnified by the Trust Fund against any and all liability and expenses reasonably incurred in connection with any action to which they may be a party by reason of their membership on the Committee. The Committee shall construe and interpret this Plan and amendments thereto, and such construction, interpretation and any action taken thereon in good faith, shall be final and conclusive.

The Committee may engage the services of such professional consultants, including but not limited to attorneys, actuaries, investment consultants and money managers, as it may deem advisable to assist it in doing all acts and things to be performed by it under this Plan. The fees of such consultants may be paid either by the Employer or by the Plan. The members of the Committee shall serve without compensation for their services as such members, but all expenses incurred by the Committee shall be paid either by the Employer or by the Plan.

The Committee shall have the right to request all information which it shall deem necessary, including, but not limited to, records of employment, proof of date of birth and death, and evidence of survival. No benefit hereunder shall be payable until the information so requested is furnished.

4. PARTICIPATION

4.01 Eligibility. An Employee shall become a Participant under this Plan on the date on which he becomes an Employee working in Covered Employment.

Effective as of June 1, 1988, an Employee of the Employer who was not a Participant in the Plan on May 31, 1988 because he had attained his 60th birthday prior to the date his participation would otherwise commence, shall become a Participant in the Plan on June 1, 1988 and be credited with service subsequent to his most recent date of employment.

From February 1, 1995 until December 31, 2013, Participant contributions to the Plan shall not be required or permitted. However, effective January 1, 2014, Participant contributions to the Plan will be required of Non-Vested Salaried Employees and Vested Salaried Employees as explained in Sections 4.06 and 4.09.

During a transition period from, July 1, 2013 through December 31, 2013, all vested and non-vested Participants will be provided with an opportunity to make a written election to remain in the Plan or to enroll in and receive Non-Elective Employer Contributions contributed to their accounts in the 401(k) Plan. Effective July 1, 2013, participation in the Plan will be closed to any Employee who is hired, rehired, or transferred from a Union position into Covered Employment. If a vested Participant fails to turn in a written election prior to the deadline, he will remain as a Participant in the Plan and employee contributions to the Plan will be deducted from his earnings effective January 1, 2014.

4.02 Prior Participant Contributions. Any Participant with an Accumulated Cash Share on February 1, 1985, who elected, by giving written notice to the Secretary of the Committee on or before March

1, 1985, to withdraw such share, including interest accrued to February 1, 1985, shall forfeit any Credited Service accumulated prior to February 1, 1985.

Accumulated Cash Shares not withdrawn under this Section may not be withdrawn except as permitted in Sections 5 and 6 of this Plan.

- 4.03 **Reparticipation.** For terminations of employment prior to June 26, 2009, a Participant who terminates employment shall recommence his participation immediately upon his resumption of Covered Employment with the Employer. If such a Participant was vested at the time of such Termination of Employment, the Credited Service earned in the earlier period of participation shall be added to the latter period of Credited Service in computing the pension benefit payable upon subsequent Termination of Employment. If the Participant was not vested at the time of such Termination of Employment, the Credited Service earned in the earlier period of participation shall be forfeited and the Participant's Credited Service shall be measured solely from the date such Participant recommences participation upon resumption of Covered Employment with the Employer.

If a Participant terminates employment on or after June 26, 2009, such Participant shall recommence participation immediately upon his resumption of Covered Employment with the Employer. If such Participant was vested at the time of such Termination of Employment, the Credited Service earned in the earlier period of participation shall not be added to the latter period of Credited Service in computing the pension benefit payable upon subsequent Termination of Employment. The pension benefit earned in the first period of participation will be computed based upon the formula that was in effect at the first date of Termination of Employment. Credited service earned in latter period(s) of participation will be computed separately for each subsequent Termination of Employment and the pension benefit earned for subsequent periods of employment will be computed based on the formula in effect upon each subsequent date of Termination of Employment.

- 4.04 **Tier 1- New Salaried Employees into Salaried Positions on or after July 1, 2013.** New salaried employees who are hired, transferred from a position not in Covered Employment to a position in Covered Employment, or rehired on or after July 1, 2013, will not be eligible to participate in the Plan. These employees will be placed in the 401(k) Plan and be eligible to receive Employer Non-elective Contributions as described in that Plan.
- 4.05 **Tier 2-Transfer into a Salaried Position from a Union Position.** Effective July 1, 2013, all Employees who transfer from a Union Position to a position in Covered Employment will not be eligible to participate in the Plan. The employees will be placed in the 401(k) Plan and be eligible to receive Employer Non-Elective Contributions as described in that Plan
- 4.06 **Tier 3 - Non-Vested Salaried Employees.** Effective January 1, 2014, all non-vested Participants in the Plan will be eligible to choose between two options for future participation in a Metro retirement plan. However, employee contributions will be stopped for any Participant who is on the Short-Term Disability Insurance Program or has been approved under a Long-Term Disability Plan, sponsored by the Employer. There will not be any requirement for a Participant to make-up employee contributions for the period he was participating in the Short-Term Disability Insurance Program or approved under a Long -Term Disability Plan sponsored by the Employer.

Option 1 - A non-vested Participant can choose to remain a Participant in the Plan and as soon as administratively possible, the Participant will begin to contribute three percent (3%) of his Bi-Weekly Base Pay less reimbursement and allowances to the Plan.

Option 2 - A non-vested Participant can choose to stop participating in the Plan. By doing so, a Participant will stop earning or accruing additional benefits in the Plan and an account will be established to receive Employer Non-elective Contributions as described in the 401(k) Plan. Also, each Participant who elects this option will receive a credit in the 401(k) Plan for the Actuarial Equivalent value representing the years of service accrued in the Plan as of January 1, 2014.

- 4.07 **Tier 4 - Vested Salaried Employees – in 401(k) Plan with a "Frozen Accrued Benefit" in the Plan.** Effective January 1, 2014, vested Participants may choose to stop their participation in the Plan. If a vested Participant chooses to stop participation in the Plan, the Participant's Accrued Benefit will be 'frozen' under the Plan's benefit compensation formula on the date he stops participation. He will be eligible for a distribution from the Plan on his Pension Commencement Date provided the Employee actually retires on his Early or Normal Retirement Date, becomes disabled as defined in the Plan, or dies. Accounts will be established to receive Employer Non-elective Contributions as described in the 401(k) Plan for those Participants who choose to stop their participation in this Plan.
- 4.08. **Tier 5 -Vested Salaried Employees in the 401(k) Plan without a "Frozen Accrued Benefit" from the Plan.** A Participant, who is vested in the Plan as of January 1, 2014, may elect to forfeit all of the benefit he has accrued in the Plan. If a Participant elects to forfeit all of his accrued benefit in the Plan, Metro will make contributions into the Participant's 401(k) account as described in the 401(k) Plan.
- 4.09 **Tier 6 - Vested Salaried Employees – Who Continue in the Plan.** Effective January 1, 2014, vested Participants who elect to continue participating in the Plan will be required to contribute three percent (3%) of their Bi-Weekly Base Pay less reimbursement and allowances to the Plan. However, employee contributions will be stopped for any Participant who is on the Short-Term Disability insurance program or has been approved under a Long-Term Disability Plan, sponsored by the Employer. There will not be any requirement for a Participant to make-up employee contributions for the period he was participating in the Short-Term Disability Insurance Program or approved under a Long -Term Disability Plan sponsored by the Employer.
- 4.10 **Tier 7 - Terminated Vested Salaried Employees in the Plan.** During a ninety (90) day window established by Metro, all terminated, vested Participants who are not receiving benefits from the Plan will be offered an option to receive a lump sum cash payment to end their participation in the Plan or to remain as a Participant in the Plan. This lump sum payment, if elected, will be based upon an Actuarial Equivalent value, as defined in Section 2.03 of the Plan, representing the years of Credited Service in the Plan as of the termination of employment date and using age sixty (60) as the Normal Retirement Age. In lieu of a lump sum cash payment, a terminated, vested Participant may elect, at the time and in the manner prescribed by the Committee, to have all or part of the lump sum rolled over to an eligible Individual Retirement Account ("IRA"), and provided the rollover complies with Section 7 of the Plan.
- 4.11 **Refund of Union Pension Contributions** Pending agreement with the Union Pension Plans, an employee who transferred from a Union position to a Salaried position and who is not vested in

the Union Pension Plan shall be entitled upon request to have refunded to him , or have rolled over to the 401(k) Plan, prior to his Pension Commencement Date or Termination of Employment as those terms are defined under the Plan, an amount equal to his total contributions to the Trust Fund, with all interest thereon. If the employee chooses to roll-over the full amount of his Union Pension Plan contributions to the 401(k) Plan, the employee will be eligible to receive an Employer Contribution of \$2.00 for every \$1.00 of the rollover. The Employer Contribution will be deposited into the Employee's 401(k) Plan account on the second anniversary of his transfer to a salaried position in Covered Employment.

5. BENEFITS

5.01 Normal Retirement Pension.

- (a) For Participants who retire before January 1, 1996, each Employee who becomes a Participant in accordance with Section 4.01 and who remains covered under this Plan until his Normal Retirement Date shall be eligible to receive monthly pension payments beginning on such date and continuing for life. Such monthly payments shall be payable under the Normal Form and each Participant's benefit shall be equal to the greater of:
 - (1) his Accrued Benefit as of May 31, 1989 (as set forth in Exhibit II) plus 1.1% of his Final Average Monthly Earnings multiplied by his years of Credited Service after May 31, 1989; or
 - (2) 1.1% of his Final Average Monthly Earnings multiplied by his total years of Credited Service.
- (b) For Participants who retire after December 31, 1995 until December 31, 2013, each Employee who becomes a Participant in accordance with Section 4.01 and who remains covered under the Plan until his Normal Retirement Date shall be eligible to receive monthly pension payments on such date and continuing for life. For all Participants who retire from the Employer on or after January 1, 2014, pension payments will begin to be made on the first day of the month following the first day of the month in which the Participant actually retires from the Employer and continuing for life. The final payment will be made on the 1st day of the month following the retiree's death. Such monthly payments shall be payable under the normal form and each Participant's benefit shall be equal to the greater of:
 - (1) his Accrued Benefit as of May 31, 1989 (as set forth in Exhibit II) plus 1.5% of his Final Average Monthly Earnings multiplied by his years of Credited Service after May 31, 1989; or
 - (2) 1.5% of his Final Average Monthly Earnings multiplied by his total years of Credited Service.
- (c) In no event shall a Participant be entitled to a benefit on his Normal Retirement Date unless he has completed five (5) years of Credited Service.

- (d) Effective January 1, 2011, a Participant who attains his Normal Retirement date as defined in the Plan will have a fully vested right to contributions made or benefits payable under the Plan.
- (e) Effective July 1, 2013, the Normal Retirement Age is changed to age sixty (60). All pension benefits currently being paid by the Plan to a Participant (or to his beneficiaries), who retired on or after July 1, 2006, when the Normal Retirement Age was changed from age sixty (60) to age sixty-five (65), will be adjusted as if the Normal Retirement Age for the Normal Retirement Date had been age sixty (60) on the date such Participant retired. A five percent (5 %) interest rate will be credited for benefits which are awarded retroactively. Participants (or their beneficiaries) whose benefits are adjusted retroactively will receive a lump sum payment.

5.02 Early Retirement Pension. A Participant who has attained his 55th birthday and who has completed ten (10) years of Credited Service may elect to retire at any time prior to his Normal Retirement Date and until December 31, 2013, at such time he shall begin his pension. For all Participants who retire on or after January 1, 2014, pension payments will begin to be made on the Pension Commencement Date as defined in Section 2.29 of this Plan. The Early Retirement Pension shall be determined in the same manner as the Normal Retirement Pension based on the Participant's years of Credited Service as of his Early Retirement Date and reduced by $\frac{1}{4}$ of 1% for each month that the Early Retirement Date precedes the Normal Retirement Date.

5.03 Early Retirement Window Incentive Pension. A Participant who retires on or after December 1, 1992 and on or before January 1, 1994 who has attained his 55th birthday and who has completed at least ten (10) years of Credited Service by December 31, 1993 or who has attained his 65th birthday and who has completed at least five (5) years of Credited Service by December 31, 1993, may elect to receive the Early Retirement Window Incentive Pension, beginning on such Participant's Early Retirement Date and continuing monthly thereafter for life. Such monthly payment shall be payable under the Normal Form or under an Optional Form pursuant to Section 6.02 and each Participant's benefit shall be equal to the greater of:

- (a) his accrued benefit as of May 31, 1989 (as set forth in Exhibit II) plus 1.25% of his Final Average Monthly Earnings multiplied by his years of Credited Service after May 31, 1989; or
- (b) 1.25% of his Final Average Monthly Earnings multiplied by his total years of Credited Service.

A Participant who elects the Early Retirement Window Incentive Pension shall be entitled to receive \$200 per month in addition to the Early Retirement Window Incentive Pension until the month in which the Participant attains age 62. The Early Retirement Window Incentive Pension shall not be reduced by $\frac{1}{4}$ of 1% for each month that the Participant's Early Retirement Date precedes the Participant's Normal Retirement Date.

5.04 Late Retirement Pension. A Participant may continue in employment with the Employer beyond his Normal Retirement Date. The date the Participant actually retires from the Employer will be his Late Retirement Date. For retirements on or before December 31, 2013, a Participant's monthly pension will begin on his Late Retirement Date and shall be calculated as of his Late

Retirement Date based on his years of Credited Service and Final Average Monthly Earnings as of his date of retirement.

The Pension Commencement Date means the date upon which a Participant's pension payments will begin to be made under the Plan. For all Participants who retire from the Employer on or after January 1, 2014, the Pension Commencement Date will begin on the first day of the month following the first day of the month in which the Participant actually retires from the Employer.

5.05 Termination of Employment. Effective as of August 1, 2000, upon Termination of Employment:

- (a) If the Participant has completed less than five (5) years of Credited Service, he shall receive a refund of his Accumulated Cash Share, if any; and
- (b) If the Participant has completed five (5) or more years of Credited Service, he shall receive either (i) a monthly pension deferred to his Normal Retirement Date, provided that he does not withdraw his Accumulated Cash Share, if any, in an amount determined in the same manner as his Normal Retirement Pension as determined in accordance with Section 5.01 based on his years of Credited Service and pension formula in effect as of his Termination of Employment; provided, however, that such Participant may elect to receive a monthly pension commencing on the first day of any month coincident with or following the Participant's 55th birthday and such monthly pension shall be reduced by $\frac{1}{4}$ of 1% for each month that the Pension Commencement Date precedes such Participant's Normal Retirement Date; or (ii) a lump sum payment equal to his Accumulated Cash Share, if any.

If the Participant elects a deferred pension under (b) (i) above and dies before his Normal Retirement Date, his beneficiary shall be entitled to a monthly benefit equal to 50% of the amount which would have been payable to the Participant assuming that such Participant had retired the day before his death and was entitled to a pension payable in the Normal Form on his Normal Retirement Date.

The death benefit shall be payable commencing on the date such Participant would have attained his Normal Retirement Date; provided however, that the beneficiary may elect to receive such benefit commencing on the first day of any month coincident with or following the date the Participant would have attained age fifty-five(55) in which case such monthly pension shall be reduced by $\frac{1}{4}$ of 1% for each month that the Pension Commencement Date precedes the date such Participant would have attained his Normal Retirement Date.

Anything herein to the contrary notwithstanding, if the Participant's beneficiary is under the age of twenty-four (24) on the date such benefit under this Section 5.05 commences to be paid to such beneficiary, the death benefit to such beneficiary shall cease upon the earlier to occur of the following:

- (a) the death of such beneficiary; or
- (b) the later of: (i) the date such beneficiary attains age twenty-four (24); or (ii) the date which is ten (10) years after the date on which the benefit under this Section 5.05 commences to be paid to such beneficiary.

Upon the death of the beneficiary, the beneficiary's designated beneficiary shall be entitled to receive a single sum benefit in an amount equal to the excess, if any, of the Participant's Accumulated Cash Share (determined as of the date of the Participant's death) over the sum of the monthly benefit payments which shall have been paid prior to the death of the Participant's beneficiary.

The term "beneficiary" as used in this Section 5.05 is defined in Section 11.01.

If a Participant begins receiving plan retirement benefits and dies in pay status with no future benefits owed to his beneficiary after his death, Metro will pay a full month's pension benefit for the month of his death

5.06 Crediting Service During Disability. The provisions of this Section 5.06 are effective as of December 1, 1995. A Participant shall be considered disabled if he (a) has been approved for benefits under a Long Term Disability Plan, if any, sponsored by the Employer, (b) has been approved for Social Security disability benefits, or (c) if he has been determined to be disabled by a physician selected by the Employer. If a Participant who has completed at least five (5) years of Credited Service becomes disabled prior to his retirement or Termination of Employment, he shall continue to be treated as a Participant and accumulate years of Credited Service during such continuous disability until the earlier of:

- (a) the Participant's death;
- (b) the date the Participant refuses to submit to a physical examination by a medical examiner appointed by the Committee;
- (c) the date the Participant refuses to furnish the Committee due proof of the continuance of his disability;
- (d) the date the Plan terminates; or
- (e) the later of (i) the date the Participant is no longer disabled as defined above in this Section 5.06, or (ii) the Participant's Normal Retirement Date, at which time his monthly pension shall begin in an amount equal to his Normal Form based on his years of Credited Service as of his Normal Retirement Date or the date he ceased to receive benefits under the Long Term Disability Plan, whichever is applicable, and based on the assumption that his Monthly Earnings as of the date he became disabled continued until his Normal Retirement Date; provided, however, that if a Participant is receiving benefits under the Employer's Long Term Disability Plan, if any, after the Participant's Normal Retirement Date, such Participant shall continue to be treated as a Participant and accumulate years of Credited Service during such continuous disability until the earlier of the events described in (a) - (d) specified above in this Section 5.06.

For purposes of (b) and (c) above, refusal shall be considered the Participant's failure to submit to a physical exam or to furnish due proof of continuance of disability within thirty (30) days of a request by the Committee to do so. Upon subsequent compliance with the requirements of (b) and (c), he shall again be treated as a Participant and accumulate years of Credited Service in accordance with the provisions of this Section.

If it is determined that such a Participant is no longer disabled, the following provisions shall apply:

- (i) if the Participant is reemployed as an Employee within two (2) years of the date such Participant is determined to be no longer disabled, he shall continue to be treated as a Participant and accumulate years of Credited Service during the period of his disability up through the date he is reemployed by the Employer, or
- (ii) if the Participant is not reemployed as an Employee within two (2) years of the date such Participant is determined to be no longer disabled, his participation in the Plan shall cease as of the date such determination is made and his eligibility for a benefit under the Plan shall be based on his years of Credited Service during the period of his disability.

Anything contained herein to the contrary notwithstanding, a Participant who is disabled as defined in this Section 5.06 but who is not eligible for benefits under a Long Term Disability Plan, if any, sponsored by the Employer, may elect to receive a monthly pension commencing before such Participant's Normal Retirement Date in which case such monthly pension shall be reduced by $\frac{1}{4}$ of 1% for each month that the Pension Commencement Date precedes the Participant's Normal Retirement Date.

5.07 Death Benefit Prior to Pension Commencement Date. Effective as of August 1, 2000,

- (a) Participant with less than Five (5) years of Credited Service: If an active Participant who has completed less than five (5) years of Credited Service dies prior to his Pension Commencement Date, his beneficiary shall be paid the Participant's Accumulated Cash Share, if any, in a lump sum.
- (b) Participant with Five (5) or more years of Credited Service: If an active Participant dies prior to his Pension Commencement Date but after completing at least five (5) years of Credited Service, his beneficiary shall be entitled to a monthly benefit equal to 50% of the amount which would have been payable to the Participant had he retired on the first day of the month immediately preceding the date of his death.

The death benefit shall be payable as follows: (i) if the Participant completed at least 10 years of Credited Service as of the date of his death, the benefit shall be payable commencing on the first day of the month next following the Participant's date of death and terminating with the last payment due immediately preceding the death of the beneficiary, or, (ii) if the Participant completed at least five (5) years of Credited Service but less than ten (10) years of Credited Service as of the date of his death, the benefit shall be payable commencing on the first day of the month next following the date the Participant would have attained his Normal Retirement Date.

Anything herein to the contrary notwithstanding, if the Participant's beneficiary is under the age of twenty-four (24) on the date such benefit under this Section 5.07 commences to be paid to such beneficiary, the death benefit to such beneficiary shall cease upon the earlier to occur of the following:

- (a) the death of such beneficiary; or

- (b) the later of: (i) the date such beneficiary attains age twenty-four (24); or (ii) the date which is ten (10) years after the date on which the benefit under this Section 5.07 commences to be paid to such beneficiary.

If the death benefit commences before the Participant's Normal Retirement Date, the benefit shall be calculated in accordance with Section 5.02.

Upon the death of the beneficiary, the beneficiary's designated beneficiary shall be entitled to receive a single sum benefit in an amount equal to the excess, if any, of the Participant's Accumulated Cash Share (determined as of the date of the Participant's death) over the sum of the monthly benefit payments which shall have been paid prior to the death of the Participant's beneficiary.

The term "beneficiary" as used in this Section 5.07 is defined in Section 11.01.

5.08 Changes in Employment Status. The provisions of this Section 5.08 are effective as of June 1, 1994. If there is a change of employment status which results in employment by the Employer in an employment classification in which such Participant is not in Covered Employment as defined in Section 2.09 of this Plan, or if an individual changes employment classification which results in employment by the Employer in Covered Employment as defined in Section 2.09 of this Plan, the applicable provision below shall apply. The provisions below are intended to recognize the total number of years of Credited Service earned by a Participant under all pension plans maintained by the Employer with each pension plan assuming benefit payment responsibility for its prorated share of the monthly benefit payable to such Participant. A Participant whose employment status with the Employer changes may not withdraw his contributions and interest thereon from the Plan or transfer his contributions and interest thereon to another pension plan maintained by the Employer.

- (a) Transfer to Employment Classification With Pension Plan. If an Employee transfers to an employment classification with the Employer which is covered by a pension plan, and if such Participant terminates employment with the Employer and is entitled to a benefit from such other pension plan ("Final Plan") in which such Employee is a participant as of the date of such termination of employment, the benefit payable to such Employee from this Plan shall be an amount equal to the difference between the amount of benefit under the Final Plan as calculated below ("Final Plan Benefit"), and the sum of the amount of benefit actually payable from the Final Plan and all other pension plans of the Employer in which such Employee was a participant. In calculating the Final Plan Benefit, the provisions of the Final Plan as in effect on the date of such Employee's Termination of Employment shall govern and all of the Employee's years of Credited Service, as calculated under this Plan and any other pension plan maintained by the Employer in which the Employee participated, shall be counted. The actual benefit payable from the Final Plan and, if applicable, any such other pension plan in which the Employee was a participant shall be an amount equal to the Final Plan Benefit multiplied by a fraction, the numerator of which is the number of years of Credited Service earned while a Participant in the Final Plan (or, if applicable, in such other pension plan) and the denominator of which is the total number of such Participant's years of Credited Service. Anything contained herein to the contrary notwithstanding, in the event such

Employee terminates employment with the Employer within the one year period following the date of such transfer from this Plan to an employment classification covered by another pension plan, the benefit to which such Participant shall be entitled from this Plan shall be based on the provisions of this Plan as in effect on the date of such Participant's Termination of Employment; provided however, that in calculating such benefit, the Credited Service earned by such Participant in the employment classification covered by such other pension plan shall be counted.

- (b) Transfer to Employment Classification Without Pension Plan. If an Employee transfers to an employment classification with the Employer which is not covered by a pension plan, and if such Employee terminates employment with the Employer while employed in an employment classification which is not covered by a pension plan, the benefit, if any, to which such Employee shall be entitled from this Plan shall be based on the provisions of this Plan as in effect on the date of such transfer to an employment classification which is not covered by a pension plan.
- (c) Transfer from Employment Classification With Credited Service under Another Employer Pension Plan. If an individual who has Credited Service under any other pension plan maintained by the Employer becomes an Employee in Covered Employment as defined in Section 2.09 of this Plan, such Employee shall become a Participant in this Plan as of the date such individual becomes an Employee. If such Participant terminates employment and is entitled to a benefit under this Plan, the amount of such benefit shall be calculated based on the provisions of this Plan as in effect on the date of such Participant's Termination of Employment and all of such Participant's years of Credited Service, as calculated under this Plan and any other pension plan in which the Participant participated, shall be counted ("Final Plan Benefit"). The actual benefit payable from this Plan shall be an amount equal to the Final Plan Benefit multiplied by a fraction, the numerator of which is the number of years of Credited Service earned while a Participant in this Plan and the denominator of which is the total number of such Participant's years of Credited Service. Anything contained herein to the contrary notwithstanding, in the event such Participant terminates employment within the one year period following such transfer to this Plan, no benefit shall be paid by this Plan to such Participant but instead, the benefit to which such Participant is entitled shall be paid by the other pension plan(s) based on the provisions of the most recent previous pension plan and shall include the partial year of Credited Service earned under this Plan.
- (d) Transfer from Employment Classification Without Credited Service under Another Employer Pension Plan. If an individual who has no Credited Service under any other pension plan maintained by the Employer becomes an Employee in Covered Employment as defined in Section 2.09 of this Plan, such Employee shall become a Participant in this Plan as of the date such individual becomes an Employee. If such Participant terminates employment and is entitled to a benefit under this Plan, the amount of such benefit shall be calculated based on the provisions of this Plan as in effect on the date of such Participant's termination of employment.

- (e) Maximum Accrued Benefit. Effective June 1, 2008, in no event shall the annual benefit under this Plan and all other defined benefit plans maintained by the Employer exceed the amount specified in Code Section 415(b) (1) (A), as adjusted for any applicable increases in the cost of living in accordance with Code Section 415(d); as in effect on the last day of the Plan Year.

For purposes of this Section, Code Section 415 and the regulations thereunder; which limits the benefits and contributions under qualified plans, are hereby incorporated by reference. The reduced limitation for early retirement benefits shall be determined in accordance with applicable regulations using the actuarial assumptions prescribed in the Plan, except as otherwise required by Code Section 415(b)(2)(E).. The reduced limitation for early retirement benefits and the adjustment for any form of benefit subject to code Section 417(e)(3) shall be determined in accordance with applicable regulations using the actuarial assumptions prescribed in the Plan, except as otherwise required by Code Section 415(b)(2)(E). With respect to distributions made during the Plan Year beginning in 2004 or the Plan Year beginning in 2005, the applicable interest rate shall be 5.5%. With respect to distributions made for Plan Years beginning after December 31, 2005, the applicable interest shall be the greater of (i) 5.5%; (ii) the rate that provides for a benefit of not more than 105% of the benefit that would be provided if the applicable rate (as defined in Code Section 417(e) (3)) were the interest rate assumption, or (iii) the rate specified in the Plan. With respect to Plan Years beginning on or after January 1, 2008, the mortality table used shall be the applicable mortality table (within the meaning of Code Section 417(e) (3) (B)).

In order to be taken into account for purposes of this section, compensation generally must be paid or treated as paid to the Employee before the severance from employment of the Employee. However, compensation paid by the later of two and one-half months after the severance from employment of an Employee or the end of the limitation year that includes the date of severance from employment of the Employee shall be treated as compensation to the extent such amounts are compensation for services rendered that would have been paid absent a severance from employment of payments of accrued vacation or other leave the Employee would have been able to use if employment had continued. For purposes of this Section, severance from employment means termination of employment; unless, in the case of a sale of substantially all of the assets of a business, the Employee is employed by the buyer of the business immediately after the sale and the buyer adopts this Plan or a successor qualified plan that accepts the assets and liabilities of this Plan with respect to such Employee; or, in the case of cessation of Employer status, such former employer or a member of its new controlled group adopts this Plan or a successor qualified plan that accepts the assets and liabilities of the Plan with respect to such Employee. Compensation for the purposes of applying the limitations of Code Section 415 shall include only those items specified in Section 1.415(c)-2(b) of the Income Tax Regulations and shall exclude all those items listed in Section 1.415(c)-2(c). Compensation taken into account during a Limitation Year shall be the compensation actually paid or includible in gross income during such Limitation year. Notwithstanding the foregoing, amounts excluded from compensation and the gross income of a Participant by reason of a compensation reduction agreements or otherwise pursuant to Code Sections 125, 132(f)(4), 402 (e) (3), 402(h)(1) (B) , 402(k)

and 457(b) or similar agreement shall be included in the determination of 415 Compensation under this Section.

For purposes of this Section, "Employer" means Metro and any corporation or other business entity that from time to time is, along with Metro, a member of a controlled group as defined in Code Section 414, as modified by Code Section 415(h) (50% control test).

Notwithstanding anything herein to the contrary, compensation shall not exceed the maximum amount permitted in Code Section 401(a) (17), as adjusted from time to time in accordance with Code Section 415(d).

Effective for Plan Years beginning on or after January 1, 1998, reduction of benefits or contributions to all plans, where required to comply with the limitation of Code Section 415, shall be accomplished by reducing the Participant's benefit under any defined benefit plans maintained by the Agency in which he participated, such reduction to be made first with respect to the plan in which he most recently accrued benefits and thereafter in such priority as shall be determined by the Pension Committee and the administrators of such other plans.

Notwithstanding the foregoing, the otherwise permissible benefits under Code Section 415 for any Participant may be further reduced to the extent necessary to prevent disqualification of the Plan under Code Section 415.

Effective for Plan Years ending on or before December 31, 1999, if a Participant is participating or has participated in a defined contribution plan maintained by the Employer, and the combined plan limitation under Code Section 415 is exceeded in any Plan Year, the Participant's benefit under the Plan shall be limited as necessary to satisfy the combined limit under Code Section 415.

5.09 Required Date of Distribution of Benefits.

This Section does not contain the general rules of the Plan governing the time and form of distributions. In particular, this Section in and of itself does not give any right to a Participant to defer distributions beyond the time of distribution provided in the preceding Sections. The provisions of this Section, which are included to comply with the Code, in certain limited circumstances as specifically provided in this Section, merely may accelerate the time of distribution provided under other Sections of this Plan.

- (a) General Rules. The following provisions of this Section 5.09 will apply for purposes of determining required minimum distributions under Code Section 401(a) (9). The requirements of this Section 5.09 will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section 5.09 will be determined and made in accordance with the Treasury Regulations under Section 401(a) (9) of the Code. Notwithstanding the other provisions of this Section 5.09, 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. For distributions commencing prior to the

effective date of a reasonable and good faith interpretation of IRC Section 401(a)(9) ceasing to apply for governmental plans, the Plan shall make distributions in accordance with good faith interpretation of IRC Section 401(a)(9) pursuant to Section 823 of the Pension Protection Act of 2006.

(b) Time and Manner of Distribution.

- (i) Required Beginning Date: The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (ii) Death of Participant Before Distributions Begin: If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, and if the Participant or beneficiary elects the life expectancy rule in accordance with Section 5.09(g), then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, and if the Participant or beneficiary elects the life expectancy rule in accordance with Section 5.09(g), then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, or if the Participant or beneficiary does not elect the life expectancy rule in accordance with Section 5.09(g), the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 5.09(b)(ii), other than Section 5.09(b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 5.09(b)(i) and Section 5.09(e), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 5.09(b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Section 5.09(b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the

Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this Section 5.09(b)(ii)(1)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Form of Distribution: Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 5.09(c), 5.09(d) and 5.09(e) of this article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

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

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

- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 5.09(d) or 5.09(e);
- (3) 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;
- (4) payments will either be nonincreasing or increase only as follows:
 - (A) 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;
 - (B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 5.09(f) dies or is no longer the Participant's

- beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);
- (C) to provide cash refunds of employee contributions upon the Participant's death; or
 - (D) 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 Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 5.09(b)(ii)(1) or 5.10(b)(ii)(2) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (d) Requirements For Annuity Distributions That Commence During Participant's Lifetime.
- (i) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse: If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in 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 Participant 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 Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution

commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in 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 Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 5.09(d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

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

- (i) Participant Survived by Designated Beneficiary: If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 5.09(b)(ii)(1) or 5.09(b)(ii)(2), over the life of the designated beneficiary or over a period certain not exceeding:
- (1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) 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 Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin: If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5.09(e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 5.09(b)(ii)(1).

(f) Definitions.

(i) Designated beneficiary: The individual who is designated as the beneficiary under Section 11.01 of the Plan and is the designated beneficiary under Section 401(a) (9) of the Internal Revenue Code and Section 1.401(a) (9)-4 of the Treasury Regulations.

(iii) Distribution calendar year: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 5.09(b)(ii).

(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: Required Beginning Date of a Participant generally is the April 1st of the calendar year following the later of: (a) the calendar year in which the Participant attains 70½ years of age and (b) the calendar year in which the Participant retires.

(g) Election of Life Expectancy Rule. If the Plan provides for distribution in the form of an annuity contract or installment payments, and a Participant or beneficiary has elected distribution in the form of an annuity contract or installment payments, the Participant or beneficiary may elect the life expectancy rule in Sections 5.09(b) (ii) and 5.09(e) to apply to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 5.09(b)(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

5.10 Minimum Benefit. In no event shall any Participant's pension be less than what can be provided by his Accumulated Cash Share, if any.

5.11 Supplemental Pension Benefit. For periods after January 1, 2001 and before June 26, 2009, upon termination of employment for any reason, a Participant (or beneficiary, in the case of the

Participant's death) may elect, in lieu of converting such unused sick leave to Credited Service as provided in Section 2.10, to convert such unused sick leave, if any, accumulated as of the date of such termination of employment to a supplemental pension. The amount of such supplemental pension shall be determined by multiplying the Participant's Unused Sick Leave Value (as defined below) by the Conversion Rates Per Thousand Dollars as set forth in Exhibit III. The number of years for which such supplemental pension shall be paid shall be determined by the term of payments selected in Exhibit III. A Participant's Unused Sick Leave Value is determined by multiplying the Participant's hourly rate of pay at the time of such termination of employment by the number of such Participant's hours of unused sick leave. If the Participant dies before the end of the term of payment selected, such Participant's beneficiary shall be entitled to receive the supplemental pension for the duration of the term of payment. If no designated beneficiary is living as of the date of the Participant's death, such supplemental pension payments shall be paid in one lump sum to the Participant's estate. Anything contained herein to the contrary notwithstanding, a supplemental pension as described in this Section 5.11 shall not be paid with respect to a Participant unless such Participant has completed at least five (5) years of Credited Service as of the date of such termination of employment. For any period after June 25, 2009, any unused sick leave shall be converted to Credited Service rather than providing a supplemental pension benefit. For any period after June 25, 2009, until July 1, 2013, any unused sick leave shall be converted to Credited Service in accordance with Section 2.10 rather than providing a supplemental pension benefit.

During Metro's fiscal year beginning July 1, 2013, Metro will make as a special contribution to the Trust for the present value of all Excess Sick Leave as defined herein. During the Transition Period, July 1, 2013 to December 31, 2013, any Participant retiring under the Plan with Excess Sick Leave may convert such leave into a Supplemental Pension Annuity or receive payment of eighty five percent (85%) of the cash value of his Excess Sick Leave. Excess Sick Leave means the number of sick leave hours above 1,248 hours which accrued for a Participant from December, 2001 until July 31, 2009.

Effective January 1, 2014, all full-time and part-time salaried Employees will have their accrued sick leave and accrued vacation converted under the PTO Policy. After January 1, 2014, there will be no accrual of vacation or sick leave for current or newly hired salaried employees and no unused PTO will be used to calculate benefits payments.

Any Employee, as described in Section 4, who has a balance of Excess Sick Leave on January 1, 2014, will be entitled to receive a Supplemental Pension Annuity commencing on his Pension Commencement Date for either of the following payment options:

A cash payment equal to eighty-five (85%) of the full value of the Excess Sick Leave hours ("Full Value") is defined to be the Excess Sick Leave hours multiplied by the hourly rate at the time of retirement; or

A Supplemental Annuity for the full value of 100% of the "Excess Sick" hours converted to an annuity certain using a 7½% interest rate.

- To be paid in thirty-six (36) equal monthly installments to the retiree and/or his designated beneficiary; or

- To be paid in eighty-four (84) equal monthly installments to the retiree and/or his designated beneficiary.

A Participant's thirty six (36) equal monthly installments will be calculated by multiplying \$30.81 per month by the number of thousand dollars of a Participant's full value of his Excess Sick Leave. A Participant's eighty-four (84) equal monthly installments will be calculated by multiplying \$15.13 per month by the number of thousand dollars of a Participant's full value of his Excess Sick Leave.

If a Participant dies before the end of the term of payment selected, such Participant's beneficiary shall be entitled to receive the Supplemental Pension Annuity for the duration of the term of payment. If no designated beneficiary is living as of the date of the Participant's death, such Supplemental Pension payments shall be paid in one lump sum to the Participant's estate.

5.12 Suspension from Earning Credited Service – Reemployment of a Retired Participant If a Participant who is receiving a retirement benefit based on previously retiring from the Employer and is re-employed on a full-time basis in a position after June 26, 2009 that is covered by the Salaried Employees Pension Plan, then the Participant shall not be credited with any additional years of Credited Service earned during his period of re-employment.

5.13 Refund of Participant Contributions to this Plan

- (a) Participants shall not be entitled to borrow against their contributions to the Plan or to withdraw any part of their contributions so long as they remain eligible to participate in the Plan.
- (b) Effective July 1, 2013, any Participant leaving the service of Metro for any reason other than which entitles him to receive pension benefits under this Plan, or an interruption in employment as provided in Section 2.10, subsections (a), (b), (c), (d) or (e) shall be paid out of the Trust an amount equal to their contributions to the Trust Fund with interest thereon at the rate of three percent (3%) compounded annually, less any benefits they may have received.

6. OPTIONAL FORMS OF PAYMENT OF RETIREMENT BENEFITS

6.01 Optional Forms of Pension. In lieu of receipt of a Normal Form pension, a Participant may elect, at any time prior to his retirement, to receive his benefit in an actuarially adjusted amount under one of the optional forms described in this Section. An election must be made on forms prescribed by the Committee. The option shall become effective on his Pension Commencement Date. Such a requirement applies to each optional form.

In no event shall an option become effective if the Participant is not living on the date it would otherwise become effective. In no event may the form of pension be changed after the Participant's Pension Commencement Date.

6.02 Description of Optional Forms of Pension.

(a) Contingent Annuitant Option.

- (1) In lieu of receiving his retirement benefit under the Normal Form, a Participant may elect to convert his Normal Form benefit to a reduced monthly pension benefit payable to the retired Participant during his lifetime and for the continuation of benefit payments in a percentage (100%, 66-2/3% or 50%) of the Participant's reduced monthly pension benefit to his previously designated (at the date this option was elected) contingent annuitant, if living, after the retired Participant's death.
- (2) The monthly benefit reduction will be actuarially determined based upon the ages of the Participant and his contingent annuitant at the time of retirement. Exhibit IV provides the Contingent Annuitant Option Reduction Schedule.
- (3) If the contingent annuitant is the spouse of the retired Participant, the benefit payable under this option is payable without restriction. If, however, the contingent annuitant is any person other than the spouse of the retired Participant, the benefit payable under this option shall be limited so that the value of the Participant's benefit under this option will equal 51% of the value of the Participant's single-life pension benefit.
- (4) Monthly benefit payments to the contingent annuitant shall commence on the first day of the month following the month in which the death of the retired Participant occurs, provided the contingent annuitant is then living, and monthly benefits payments shall continue with the last monthly benefit payment due immediately preceding the death of the contingent annuitant.

Upon the death of the contingent annuitant, the contingent annuitant's executors or administrators shall be entitled to receive a single sum death benefit in an amount equal to the excess, if any, of the Participant's Accumulated Cash over the sum of the monthly benefit payments which shall have been paid prior to the death of the contingent annuitant as soon as administratively feasible after notice of the contingent annuitant's death has been received by the Plan.

- (5) If the contingent annuitant predeceases the Retired Participant after the actual date of retirement, the retirement benefit payments shall terminate with the payment due immediately preceding the Participant's death. Upon the death of the Retired Participant, his executors and administrators shall be entitled to receive a single sum death benefit in an amount equal to the excess, if any, of the Participant's Accumulated Cash Share over the sum of the monthly benefit payments which shall have been paid prior to his death. This single sum death benefit, if any, shall be paid as soon as administratively feasible after the date of the Retired Participant's death.

(6) If the death of the contingent annuitant occurs before the Participant's Pension Commencement Date, the Participant shall elect another contingent annuitant to receive the benefits, if any, payable in accordance with this Section 6.02(a), or may elect another optional form of payment as provided by this Section 6 of the Plan or may choose to elect Normal Form payments.

(b) Ten Year Certain and Life Option.

(1) In lieu of receiving his retirement benefit under the Normal Form, a Participant may elect to receive a reduced benefit payable during his lifetime with the guarantee that not less than 120 monthly retirement benefit payments shall be paid.

(2) If the death of the retired Participant occurs on or after his Pension Commencement Date but before 120 monthly retirement benefit payments have been made, the remainder of such 120 monthly retirement benefit payments shall be paid as they become due to the beneficiary designated by the retired Participant. In the event the sum of the monthly benefit payments made to the Participant and his beneficiary is less than the Participant's Accumulated Cash Share, the last monthly payment otherwise payable shall be increased to reflect the difference. "If there is no beneficiary living at the death of the retired Participant, the remainder of the 120 monthly retirement benefit payments shall be commuted into one sum and paid to the executors or administrators of the retired Participant's estate as soon as administratively feasible."

(3) In the event of the death of the beneficiary after the retired Participant's death but before such 120 monthly retirement benefit payments has been made, the remainder of such 120 monthly retirement benefit payments shall be commuted into one sum and paid to such beneficiary's executors or administrators.

(4) The monthly benefit reduction will be actuarially determined based on Exhibit V which provides the Ten Year Certain and Life Option Reduction Schedule.

7. **DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTION**

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Committee, and to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Definitions:

(a) **Eligible rollover distribution:** 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 (1) of a

series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); any hardship distribution; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). For distributions after December 31, 2001, to the extent a distribution is not includable in gross is transferred in accordance with Code Section 402(c) (2), such transfer shall be an "eligible rollover distribution."

For plan years beginning after December 31, 2009, an "eligible rollover distribution" includes any portion of distribution made in direct trustee to trustee transfer to an individual retirement plan established for the purpose of receiving a distribution on behalf of an individual who is a designated beneficiary of a Participant and who is not the surviving spouse of the Participant .

- (b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a) and a Roth IRA as described in Code Section 408A (e), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).
- (c) Distributee: A distributee includes a Participant or former Participant. In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

8. AMENDMENT TO THE PLAN

The Employer hopes and expects to continue the Plan in effect indefinitely, but the Board reserves the right to alter or amend it in any respect and at any time or from time to time, or to terminate the Plan. Unless the Board deems it necessary to amend the Plan to fulfill the requirements of any governmental authority or the requirements of the Code for the tax exemptions and deductions afforded qualified pension plans, no amendment shall affect adversely the rights of any Participant with respect to his Accrued Benefit. Anything contained herein to

the contrary notwithstanding, the President of the Employer is authorized to adopt any amendment to the Plan which is either required under applicable law or desired by the Board.

9. TERMINATION OF THE PLAN AND DISTRIBUTION OF FUNDS

- (a) While it is the intent of the Employer to maintain the Plan permanently, in the event the Plan is terminated, the Trustee shall determine the assets of the Trust Fund and shall allocate them pursuant to the priority described in (b) below and certified by the actuary that it employs based on such actuary's evaluation made as of the date of such termination.
- (b) The allocation shall be made in the following order:
 - (1) An amount shall be allocated to each Participant equal to such Participant's contributions to the date of termination less any benefits received under the Plan.
 - (2) From the remaining balance an amount shall be allocated to retired Participants and beneficiaries currently receiving benefits and to Participants eligible for normal retirement at the date of termination, sufficient to provide for the amount of their Accrued Benefits not already provided under (1).
 - (3) From the remaining balance an amount shall be allocated to provide the remaining Participants their Accrued Benefits under the Plan over the amounts allocated under (1).

Should there prove to be insufficient funds to provide the amounts under either (a) or (b) above, all allocations within the group affected will be reduced by the same proportion.
 - (4) Any amounts remaining, which are due to actuarial error, after satisfaction of all such liabilities in (a), (b) and (c) above, shall revert to the Employer.
- (c) The Trustee shall liquidate the Trust Fund and the amounts allocated in accordance with (b) above shall be apportioned to all such Participants in cash, or in the form of insured, paid-up annuities, or by transfer to another Trust Fund, or otherwise, as the Committee may determine.

Each Participant who receives a benefit under this Section shall be fully vested in such benefit.

10. CLAIMS PROCEDURE

- 10.01 Written Claim for Benefits. A Participant, beneficiary or any other person who believes that he is entitled to, but has been improperly denied, a distribution or benefit under the Plan may file a claim for such distribution or benefit with the Committee. Such claim must be filed on such form and with such documentation as the Committee shall prescribe.

10.02 Initial Review of Claim. The Committee shall consider all properly filed claims for distribution or benefit and shall notify the claimant in writing within ninety (90) days of receipt of the claim as to whether the claim is allowed or denied. If an extension of time for processing such claim is needed, notice of the extension shall be given prior to the written termination of the initial ninety (90) day period. Such notice shall specify the circumstances requiring an extension and the date by which a final decision will be reached. The extended date may not be later than 180 days after the original claim is filed. If the Committee fully or partially denies a claim, the written notice informing the claimant of the denial shall include the following:

- (a) The specific reason(s) for the denial of the claim;
- (b) The pertinent Plan provision(s) on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d) An explanation of the claim review procedure available to the claimant.

The Committee may deny a claim in whole or in part and shall notify the claimant of the extent of the denial.

10.03 Claim Review Procedure. A claimant who receives notice that his claim for distribution or benefit is denied in whole or in part may, within sixty (60) days after the receipt of the notice, apply to the Committee for a review of the decision. Such application must be made on a form provided by the Committee for this purpose.

A claimant who files a claim for review with the Committee shall have the following rights:

- (a) upon reasonable notice to the Secretary of the Committee, the claimant may examine documents in the possession of the Committee that are pertinent to the decision under review; and
- (b) the claimant may submit written comments and issues to the Committee relating to the decision under review.

The Committee shall notify the claimant in writing within sixty (60) days of the later of the receipt of the application for review or the receipt of written comments and issues from the claimant as to whether the claim is allowed or denied. If an extension is needed due to special circumstances, the Committee must give written notice within the initial sixty (60) day period specifying the reasons for the extension and the date on which the review will be complete; provided that such review will be completed within 120 days of the date the claim was denied. If the application is denied, the written notice informing the claimant of the denial shall include the information specified in Section 10.02.

10.04 Review Decisions Final. A decision by the Committee on an application for review shall be final and binding on all parties.

11. GENERAL PROVISIONS

- 11.01 Beneficiary. The term beneficiary means a person (including an estate, trust or other legal entity) designated by the Participant to whom all or a portion of the Participant's benefit is to be paid in accordance with the provisions of the Plan. A beneficiary designation (i) must be in a form prescribed by the Committee, (ii) shall be effective on the date the designation form actually is received by the Committee, and (iii) shall revoke all prior designations by the Participant. A beneficiary designation form received by the Committee after a Participant's death shall be null and void. If a Participant has not designated a beneficiary or if no designated beneficiary survives the Participant, then the Participant's beneficiary for purposes of the Plan shall be his estate.
- 11.02 Duration of Pension. Pensions will commence on each Participant's Pension Commencement Date and will terminate with the last payment payable preceding his death, unless further payments are due under an optional form.
- 11.03 Small Payments. In the event a Participant becomes entitled to a retirement income benefit under this Plan on account of termination of employment with a present value of \$5,000 or less, subject to the consent of the Participant as provided below, the present value of such benefit (but not less than all of such amount) shall be distributed in one lump-sum payment as soon as administratively feasible after the termination of employment of the Participant.

Subject to the notice requirements below, if a Participant becomes entitled to a retirement income benefit under this Plan the present value of which does not exceed \$1,000 (including rollover accounts, if any), or, in the event an Alternate Payee or surviving spouse becomes entitled to a retirement income benefit under this Plan the present value of which does not exceed \$5,000, the present value of such benefit (but not less than all of such amount) shall be distributed in one lump-sum payment as soon as administratively feasible after termination of employment of the Participant, without any consent requirement. If a Participant's benefit is \$0.00, he shall be deemed to have received a distribution under this section for purposes of the Plan.

In the case of any Participant who has received a single sum distribution under this Section (except where such distribution was equal to the present value of his entire Accrued Benefit), his Accrued Benefit shall be fully restored if he is later reemployed by the Employer and repays the full amount of the distribution with interest compounded annually at the rate of 5% per annum within the two (2) years following his resumption of employment covered by the Plan. If repayment is not made, prior years of Credited Service shall be disregarded.

No less than thirty (30) days and no more than one hundred and eighty (180) days before the date on which distributions to a Participant in accordance with this Article commence, the Committee shall provide to the Participant a written notice describing the right to elect to rollover his distribution to an eligible retirement plan (as defined in Section 7) or to receive his distribution directly.

Such distribution may commence less than thirty (30) days after the notice required by the preceding paragraph is provided, provided that the Committee clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a direct rollover or cash distribution.

The written consent to the distribution may not be made before the Participant receives the notice and must not be made more than ninety (90) days before the date of distribution.

The consent of the Spouse is not required for such distribution.

- 11.04 Overpayments. If any Participant or Beneficiary receives any payment(s) that are in excess of the amount such Participant or Beneficiary would be entitled to receive pursuant to the terms of the Plan, the Committee may recover such excess payments from the Participant or Beneficiary. Such recovery can be made by offsetting any future benefit payments, direct repayment from the Participant or Beneficiary or any other means chosen by the Committee in their sole discretion. At the discretion of the Committee applied in a non-discriminatory manner, the Committee may accrue interest on any such excess amount until such amount is recovered by the Plan.
- 11.05 Underpayments. If any Participant or Beneficiary receives any payment which is less than the amount such person is entitled to receive under the terms of the Plan, the Committee will compensate the Participant or Beneficiary for the amount of the underpayment. At the discretion of the Committee applied in a non-discriminatory manner, the Committee may compensate the Participant or Beneficiary with interest on the underpayment at a rate equal to the U.S. 90-day Treasury Bill rate as published in The Wall Street Journal for each month from the date the underpayment began until the date it is corrected.
- 11.06 Facility of Payment. If any payee under the Plan is a minor or is, in the judgment of the Committee, otherwise legally incompetent or incapable of executing a valid receipt and discharge for any payment due him under the Plan, the Committee may, unless and until a claim shall have been made by a duly appointed guardian or conservator of such payee, cause all payments, or any part thereof, to be made to any person or institution then in the judgment of the Committee as contributing toward, or providing for, the care and maintenance of such person. Any such payment shall completely discharge the Employer, Committee and any payer of said payments of any and all liability with respect to the amount so paid without any obligation to see to the application of the amount so paid.
- 11.07 Spendthrift Clause. The benefits under this Plan may not be assigned, transferred, commuted, anticipated or encumbered, and to the extent permitted by law, shall be exempt from attachment and otherwise free from claims of creditors.

Notwithstanding the preceding paragraph, a Participant's interest under this Plan may be assigned, in whole or in part, pursuant to an order which constitutes a qualified domestic relations order within the meaning of Code Section 414(p), but the provisions of Code Section 414(p)(4) shall be disregarded when making a determination whether a domestic relations order is a qualified domestic relations order so that no order shall be considered to be a qualified domestic relations order if it requires an amount to be paid to an alternate payee before the earlier of (i) the date the employee begins to receive benefits under this Plan or (ii) the date of the employee's death. The Committee shall establish procedures similar to those described in Code Sections 414(p) (6) and (7) for evaluating domestic relations orders and for handling benefits while domestic relations orders are being evaluated. Notwithstanding the foregoing provisions, at the direction of the Committee, there may be deducted from a Participant's benefit any amounts owing by the Participant to the Employer or the Plan at the termination of such Participant's employment with the Employer.

- 11.08 Funding. The Employer intends to make contributions from time to time to the Plan in amounts actuarially determined to be sufficient to fund the benefits provided by the Plan.
- 11.09 Forfeitures. Forfeitures arising because of Participant withdrawals from the Plan, deaths or any other reason shall not be applied to increase the benefits which any Participant would otherwise receive under the Plan at any time prior to termination of the Plan, but shall be applied to reduce future Employer contributions.
- 11.10 Employer Contributions Irrevocable. Except as provided in Section 9 of the Plan, the Employer shall have no right, title or interest in the Trust Fund or in any part thereof, and no contributions made thereto shall revert to the Employer; provided, however that a contribution made by a mistake of fact shall be returned to the Employer within such time period prescribed by law if the Employer so directs the Trustee. In the event of a permanent discontinuance of contributions by the Employer, the right of every Participant to the benefits he has accrued as of the date of such discontinuance shall become nonforfeitable to the extent that the assets of the Trust Fund are sufficient to provide such benefits.
- 11.11 Internal Revenue Service Approval. This Plan has been designed to qualify under Code Section 401(a), to the extent such provision applies, and is contingent upon and subject to obtaining such qualification. Any modification or amendment of the Plan may be made with retroactive effect, if necessary or appropriate, to qualify or maintain the Plan as a Plan meeting the requirements of Code Section 401(a) as now in effect or hereafter amended, and the regulations issued thereunder.
- 11.12 Missing Participant or Beneficiary. Each Participant, spouse or beneficiary entitled to benefits under the Plan must file his post office address and each change of post office address with the Committee in writing. Any communication, statement or notice addressed to such a person at his latest post office address as filed with the Committee will be binding upon such person for all purposes of the Plan and neither the Trustee nor the Employer shall be obliged to search for, or ascertain the whereabouts of any such person. If any such person is notified that he is entitled to benefits under the Plan and also notified of the provisions of this Section, and such person fails to collect his benefits or make his whereabouts known within one year after any benefits hereunder shall become payable, such person shall lose all benefits under the Plan. If, however, such Participant or beneficiary subsequently makes proper claim to the Committee for such benefit, his benefit shall be restored and payments made retroactive to the date benefits would have commenced had he made proper application when originally entitled to such benefit.
- 11.13 State Law. The validity of this Plan or of any of its provisions shall be determined under and construed according to the laws of the state of Missouri. If any provision of this Plan shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Plan and the Plan shall be construed as if said illegal or invalid provision had never been included herein.
- 11.14 Number and Gender. Wherever in this Plan a personal pronoun in the masculine gender appears, it shall be taken to include the feminine also unless the context clearly indicates the contrary and wherever in this Plan a personal pronoun in the singular form appears, it shall be taken to include the plural also unless the context clearly indicates the contrary.
- 11.15 Deaths During Qualified Military Service. Code Section 401(a)(37) requires that in the case of a Participant who dies while performing qualified military service as defined in Code Section 414(u), the

survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the participant resumed employment and then terminated employment . Vesting credit must be provided for the period of the deceased individual's qualified military service.

IN WITNESS WHEREOF, the Employer has caused this Amendment Number 21 to be executed by its duly authorized officer this ____ day of __January _____, 2014.

BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By: _____
Name: John Nations
Title: President and Chief Executive Officer

**Pension Plan for Salaried Employees of the Bi-State Development Agency
of Missouri-Illinois Metropolitan District**

EXHIBIT I

Individual Participant Cash Values Existing on May 31, 1966

Ahmann, L.H.	\$ 3,281.16
Alexander, D.H.	3,916.81
Alsop, D.G.	7,262.18
Ammon, H.A.	1,641.60
Anderson, M.F.	7,356.58
Aubuchon, J.E.	5,892.29
Baine, J.C.	124,818.30
Baldwin, R.I.	1,154.40
Barbour, C.V.	7,198.01
Barth, J.J.	21,009.35
Belew, E.W.	1,958.40
Berland, H.I.	1,064.08
Bertel, E.	8,710.97
Bicking, P.N.	8,457.99
Bierman, E.J.	953.70
Blackwell, R.L.	13,443.26
Boden, G.C.	3,652.59
Bohn, J.C.	3,807.66
Bourne, R.L.	4,429.06
Bower, G.R.	6,114.20
Bowers, R.L.	319.20
Brandenberg, F.P.	1,015.00
Buchert, R.A.	1,180.00
Caldwell, C.E.	805.80
Cannon, R.	8,085.43
Caton, A.	4,510.03
Christiansen, W.A.	5,766.58
Cloyd, N.	8,533.45
Coddington, C.J.	673.80
Coker, J.W.	5,025.56
Costello, C.	11,216.70
Davenport, J.B.	6,849.95
Dove, J.R.	8,432.33
Doyle, W.G.	5,161.18
Dunbar, M.L.	5,897.01
Eckerle, N.	15,517.04
Eirod, A.J.W.	360.40
Engelage, R.W.	5,282.01
English, H.H.	14,275.82
Eves, A. W.	7,901.71
Failla, L.J.	4,858.04
Farmer, W.G.	8,832.08

Farwig, G.J.	1,510.68
Faust, P.	4,295.76
Fernow, A.F.	5,488.55
Forrester, C.C.	3,860.49
Friskel, A.K.	598.00
Geen, E.L.	7,979.43
Gerheuser, E.L.	6,209.64
Goeglein, W.G.	11,276.29
Goldblum, S.S.	1,798.25
Green, E.M.	8,025.33
Hahn, R.M.	5,963.39
Hain, R.J.	3,528.08
Hall, R.	9,076.28
Hamilton, W.P.	7,069.51
Hamm, F.W.	5,076.08
Hanlen, J.J.	7,075.95
Hatchett, E.F.	6,084.91
Heitkamp, L.A.	7,880.71
Hensley, H.G.	6,788.86
Higgins, N.E.	5,959.41
Hohengarten, F.L.	7,241.08
Hudecek, M.D.	2,178.93
Hughes, A.R.	6,809.09
Jacobson, R.G.	5,165.41
James, G.R.	6,736.30
Jack, S.	466.04
Jones, R.H.	8,535.69
Jordan, C.E.	2,846.50
Karraker, V.W.	729.60
Kenna, F.A.	1,754.75
Keith, W.R.	8,645.05
Kerone, B.C.	3,089.57
Kleinsteuber, W.M.	8,747.91
Krebs, J.G.	1,356.80
Krey, M.L.	7,236.78
Krull, E.H.	6,310.37
Krupp, D.R.	455.70
Krupp, R.E.	3,124.80
Kulifay, J.	7,037.43
La Greek, J.V.	5,225.41
Lamm, F.B.	7,991.44
Lamm, J.W.	6,763.15
LeGrand, C.S.	445.80
Lehmann, H.F.	6,116.52
Ligon, R.G.	830.90
Lloyd, J.E.	10,382.10
Lund, H.G.	1,590.89
Maag, D.W.	1,917.06
Masters, E.D.	327.60

McBride, I.C.	7,992.28
McDonald, N.P.	9,488.93
Moses, G.W.	5,865.28
Moss, G.	33,366.47
Muehlbauer, O.J.	9,147.71
Newman, W.J.	4,358.36
Newton, E.R.	8,823.57
Price, M.H.	5,427.64
Rauch, W.L.	8,006.29
Reis, C.J.	6,411.90
Rasp, A.	331.20
Richardson, H.A.	8,215.85
Robinson, S.C.	45,572.30
Rose, H.E.	327.60
Ryan, J.C.	14,546.16
Schmeizel, L.O.	1,045.50
Schomogy, R.F.	2,393.25
Schraut, J.A.	10,100.33
Schroeder, A.F.	9,333.66
Schumacher, C.W.	832.60
Self, W.C.	6,626.60
Shelquist, N.	1,354.39
Siebert, T.R.	4,430.49
Sleme, M.R.	2,296.88
Smith, J.A.	770.97
Smyser, R.E.	5,850.00
Sprenger, H.A.	8,578.28
Stewart, J.E.	11,609.24
Tabor, G.E.	4,706.33
Tegeler, T.A.	953.70
Trebilcock, W.L.	10,439.86
Walter, K.M.	3,021.75
Ward, C.K.	795.80
Ward, H.E.	3,169.45
Wehmeyer, O.D.	3,451.16
White, L.A.	850.30
Wieda, D.L.	1,722.71
Williams, M.F.	352.00
Williamson, W.E.	23,637.59
Wilson, W.A.	382.20
Winchell, B.R.	7,754.95
Witte, O.W.	11,411.56
Wolken, R.K.	4,974.08
Wright, R.C.	1,159.20
Yovandich, G.	758.40

EXHIBIT II

Accrued Benefit as of May 31, 1989

	<u>Monthly</u>
Adams, S.	\$202.64
Adams, W. N.	\$465.19
Anderson, V. E.	\$25.85
Andrew, E. J.	\$46.83
Armstrong, S. L.	\$151.56
Austin, V. M.	\$321.76
Ballard, P.	\$151.21
Barbee, W.	\$153.14
Bauer, M. G.	\$630.35
Bedwell, D. L.	\$162.99
Belgeri, J. P.	\$204.85
Bell, J. M.	\$11.02
Biggs, R. M.	\$219.44
Boaz, L. R.	\$153.14
Bogan, G. L.	\$153.14
Bonds, C. M.	\$28.58
Borkowski, W. W.	\$570.28
Brandt, K.	\$142.23
Brazelton, J. E.	\$153.14
Brown, S.	\$153.14
Brown, R. P.	\$117.04
Bryant, C.	\$93.95
Busselman, T. F.	\$44.78
Caffrey, R. M.	\$72.85
Campbell, B.	\$177.02
Canada, P. L.	\$55.85
Carroll, M. D.	\$150.39
Cass, S. K.	\$117.04
Cass, L.	\$21.09
Clark, T. S.	\$8.74
Coleman, L. D.	\$144.30
Colindres, J. R.	\$505.35
Collins, G. H.	\$666.44
Cooley, G. Jr.	\$159.59
Cornell, W. E.	\$77.28
Cousins, A. C.	\$30.10
Covington, R.	\$289.42
Crawford, L.	\$77.56
Creamer, M.	\$37.53
Creswell, M.	\$77.56
Curren, H. M.	\$92.14
Curry, B. C.	\$164.63
Curry, R. G.	\$329.07

D'Adamo, R. R.	\$317.09
Damon, S. L.	\$76.26
Daniels, G. A.	\$56.00
Davis, L. L.	\$56.00
Davis, W. B.	\$171.70
Davis, W. R.	\$516.60
De Lay, B. J.	\$176.78
Deterding, M. D.	\$584.71
Dougan, G. U.	\$842.89
Douglas, F. R.	\$142.23
Douglas, J. E.	\$207.06
Draugelis, W.	\$46.70
Dunlap, E. A.	\$57.10
Dunn, S. G.	\$180.54
Eckstein-Drake, B. A.	\$74.57
Edwards, D. C.	\$148.64
Elliott, T. R.	\$110.32
Emerson, J.	\$357.03
Eppers, F. S.	\$682.93
Epps, A.	\$115.12
Ervin, R. D.	\$172.14
Erwin, F. L.	\$1,154.68
Espy, L. K.	\$85.60
Fague, J. A.	\$164.63
Farwig, G. J.	\$925.26
Fehner, G.	\$53.81
Feldt, W. J.	\$88.53
Felter, A. M.	\$115.12
Feuchtenbeiner, C. M.	\$133.98
Fisher, P. A.	\$77.56
Fourte, C.	\$152.66
Franklin, B.	\$103.92
Freeman, M. D.	\$164.63
Garrett, C. J.	\$24.67
Georgeff, B. J.	\$36.63
Gibson, G.	\$786.54
Goss, J. D.	\$151.59
Graham, L.	\$554.08
Graham, E. G.	\$180.54
Green, S.	\$27.35
Grider, D. W.	\$124.26
Griggs, J. Jr.	\$622.41
Gruber, L. M.	\$115.12
Guardado, R. K.	\$144.30
Gude, R. C.	\$77.56
Gunawardhana, S. K.	\$142.23
Hain, R. J. Jr.	\$1,305.54
Hall, K. V.	\$381.00
Hardiman, E.	\$18.15

Harris, V. L.	\$421.29
Hearns, D.	\$85.60
Heinrichs, H. P.	\$305.93
Hill, H. B.	\$176.86
Hill, R. J.	\$716.56
Holmes, O. W. Jr.	\$1,084.27
Hoskins, T.	\$363.54
Howard, L.	\$145.02
Hunt, L. A.	\$899.99
Hunt-Frank, K. A.	\$204.85
Jackson, M. O.	\$77.56
Jasper, H. N.	\$24.80
Jefferson, C.	\$92.14
Jefferson, D. E.	\$153.14
Johnson, G. E.	\$98.28
Johnson, G. E.	\$65.19
Johnson, W. D.	\$202.64
Johnston, B. A.	\$240.21
Jones, T. L.	\$420.08
Jurkowski, R.	\$151.21
Kavanaugh, F. P.	\$204.85
Keaton, D. Y.	\$153.14
Kinealy, T. E. II	\$153.14
King, R. B.	\$530.37
Kinney, M.	\$36.94
Kleinkemper, J. E.	\$24.63
Koch, C. M.	\$14.99
Koenig, S.	\$36.94
Kopf, L. J.	\$243.29
Kozal, K. L.	\$172.14
Krazer, P. L.	\$108.20
Kuehne, C. A.	\$385.43
Kutter, H. R.	\$117.38
Lafata, A.	\$337.94
Lassiter, A. W.	\$142.23
Lawws, D. O.	\$311.83
Ledbetter, S. C.	\$767.99
Lenny, N. K.	\$241.19
Leslie, R. M.	\$210.65
Leung, E. K.	\$172.14
Lewis, H. G.	\$90.33
Ligon, R. G.	\$925.62
Lobster, W. Jr.	\$382.69
Lockett-Lewis, D. E.	\$256.39
Lopez, M. A.	\$569.70
Louzader, J. B.	\$307.13
Lovelace, P. L.	\$68.17
Maag, D. W.	\$963.75
Marasigan, E. P.	\$129.12

Marty, D. A.	\$774.90
Mason, D. III	\$170.96
McAllister, F.	\$385.23
McCammon, P. J.	\$66.08
McGroarty, G. A.	\$246.79
McKee, B. C.	\$144.30
McKenzie, D. L.	\$62.37
Medley, R.	\$125.61
Mielke, D.	\$36.49
Miller, T.	\$121.82
Milloshewski, N. E.	\$164.63
Mitchell, E.	\$164.63
Mitchell, F.	\$188.94
Mix, J. L.	\$162.43
Molla, E. L.	\$328.73
Monahan, J. F.	\$118.06
Mordis, L. B.	\$604.46
Morrison, T. A.	\$117.38
Movshin, M. E.	\$47.68
Mros, R. M.	\$86.44
Mydler, P. T.	\$297.82
Nason, S. L.	\$39.17
Newman, W. J.	\$1,186.87
Nichols, R. A.	\$55.96
Nixon, J. S.	\$168.16
Noce, J. M.	\$204.85
Ogle, M. L.	\$77.56
Paschal, E. F. Jr.	\$33.77
Patania, D. M.	\$11.98
Payne, C. L.	\$133.98
Peters, R.	\$301.45
Pinkston, R. E.	\$329.12
Pitts, J.	\$164.63
Plemons, R. E.	\$164.63
Prinster, J. N.	\$153.14
Priscu, C. A.	\$158.88
Pruess, B.	\$288.52
Pryor, W. J.	\$527.36
Rakey, F. E.	\$1,060.69
Renfro, A. M.	\$399.53
Richardson, S. A.	\$46.27
Roach, J. B.	\$145.02
Roach, H. M.	\$176.86
Roberts, E. A.	\$153.14
Roberts, L. C.	\$11.86
Robinson, B. M.	\$142.23
Robinson, G.	\$322.69
Rosales, B. J.	\$121.82
Rose, D. L.	\$81.48

Rothschild, P.	\$212.96
Rozansky, M. L.	\$93.95
Ruhmann, D. G.	\$190.39
Rundell, M. W.	\$357.16
Ryan, K.	\$64.39
Rycraw, L.	\$151.59
Sack, E. W. Jr.	\$910.98
Schaefer, D. L.	\$8.50
Schifferdecker, J.	\$115.12
Schmitt, D. J.	\$186.88
Scott, J. C.	\$730.24
Sebourn, L. J.	\$86.72
Sehr, T.	\$286.08
Shade, J.	\$813.75
Shaner, S. M.	\$542.01
Sheehan, R.	\$72.22
Shetley, J.	\$425.57
Shirley, K. W.	\$149.35
Simms, B.	\$616.95
Simper, R. J.	\$77.31
Skouby, P. S.	\$133.98
Smith, L.	\$518.01
Smith, E.	\$32.84
Smith, R.	\$42.88
Smith, G. R.	\$108.20
Smith, A. W. Jr.	\$164.63
Smitt, K. L.	\$310.35
Smothers, L. R.	\$153.14
Sondag, J.	\$14.55
Stanford, A.	\$634.29
Stephens, R. E.	\$99.95
Stowers, J.	\$90.22
Sturgess, T.	\$240.21
Sulzer, R. J.	\$273.48
Summers, J. E.	\$24.63
Tabor, R. W.	\$340.35
Taylor, M. R.	\$106.83
Thiessen, C. W.	\$172.14
Thomas, A.	\$766.03
Thomas, C.	\$562.93
Thompson, D. L.	\$172.14
Thompson, R. E.	\$164.63
Towe, E.	\$24.86
Tucker, E. A.	\$156.52
Vachata, C. F.	\$34.25
Wakelam, T. A.	\$176.86
Walker, D. J.	\$153.14
Walsh, S.B. III	\$153.14
Walton, M.	\$141.35

Watts, R.	\$662.03
Wayne, R. T.	\$24.63
Wehmeyer, M. D.	\$443.31
Welp, P. D.	\$153.14
White, R.	\$36.89
Whiteman, J. E. Sr.	\$153.14
Williams, R.	\$687.79
Williams Allen, S. J.	\$30.31
Williams, R. B. Jr.	\$857.82
Willis, S. E.	\$268.06
Wilson, V. J.	\$23.56
Wischmeyer, O. Jr.	\$73.02
Works, M. E.	\$172.14
Wors, D. A.	\$275.70
Wright, T. Jr.	\$866.71
Yates, R. E.	\$590.57

EXHIBIT III

Conversion Rates Per Thousand Dollars of Unused Sick Leave Value

<u>*Term of Payments</u>	<u>Monthly Benefit Per Thousand</u>
3 years	\$30.61
5 years	19.59
10 years	11.44
15 years	8.82
20 years	7.58

* The Term of Payments defines the number of years for which a supplemental pension will be paid.

EXHIBIT IV

Contingent Annuitant Option Reduction Schedule

Use the Participant's and Beneficiary's age on their last birthday. Use only whole years, ignoring fractions of a year. Factor may not exceed 99%.

	Contingent Annuitant Option		
	<u>50%</u>	<u>66-2/3%</u>	<u>100%</u>
Beneficiary same age:	92.00%	90.00%	85.00%
For each year that the Beneficiary is Younger, subtract:	0.50%	0.60%	0.80%
Older, add:	0.40%	0.50%	0.70%

The following table illustrates the factors for various age differences:

Beneficiary younger by:

10 Years	87.00%	84.00%	77.00%
5 Years	89.50%	87.00%	81.00%
4 Years	90.00%	87.60%	81.80%
3 Years	90.50%	88.20%	82.60%
2 Years	91.00%	88.80%	83.40%
1 Year	91.50%	89.40%	84.20%
Beneficiary same age:	92.00%	90.00%	85.00%

Beneficiary older by:

1 Year	92.40%	90.50%	85.70%
2 Years	92.80%	91.00%	86.40%
3 Years	93.20%	91.50%	87.10%
4 Years	93.60%	92.00%	87.80%
5 Years	94.00%	92.50%	88.50%
10 Years	96.00%	95.00%	92.00%

EXHIBIT V

Ten Year Certain and Life Option Reduction Schedule

AGE	REDUCTION FACTOR	AGE	REDUCTION FACTOR
55	0.97363	68	0.89255
56	0.97089	69	0.88089
57	0.96782	70	0.86843
58	0.96436	71	0.85519
59	0.96041	72	0.84132
60	0.95587	73	0.82679
61	0.95074	74	0.81137
62	0.94495	75	0.79472
63	0.93843	76	0.77662
64	0.93106	77	0.75705
65	0.92276	78	0.73623
66	0.91354	79	0.71471
67	0.90345	80	0.69289