Bi-State Development Agency of the Missouri-Illinois
Metropolitan District and
Local No. 2 and Local No. 309 of the International Brotherhood of
Electrical Workers Employees' Pension Plan

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SEVENTEENTH AMENDMENT

TO

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AND LOCAL NO. 2 AND LOCAL NO. 309 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS EMPLOYEES' PENSION PLAN

THIS SEVENTEENTH AMENDMENT is adopted to the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AND LOCAL NO. 2 AND LOCAL NO. 309 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS EMPLOYEES' PENSION PLAN, hereinafter referred to as the "Plan", by and between BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, a body corporate and politic and political subdivision of the States of Missouri and Illinois, hereinafter referred to as "Metro" and LOCAL NO. 2 AND LOCAL NO. 309 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union", effective as of April 1, 2010, and restates the Plan in its entirety to incorporate all prior amendments so that it shall read as follows:

ARTICLE I

DEFINITIONS

As used in this Plan, the following terms have the meaning specified in this Article unless a different meaning is clearly required by the context:

1.01 Metro: The term "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.

1.02 Code: The term "Code" means the Internal Revenue Code of 1986, as amended.

1.03 Continuous Service: The term "Continuous Service" means uninterrupted employment with Metro, or any predecessor or successor. Employment shall be deemed to be interrupted and Continuous Service broken, for purposes of the Plan, by the occurrence of any termination of employment with Metro whether by discharge or otherwise, except:

(a) any terminated Employee who is reinstated as a result of the grievance or arbitration procedures under the Labor Agreement; or

(b) any interruption in employment while an Employee is on sick leave or maternity leave allowed by the Labor Agreement or is absent due to a Workers' Compensation claim pursuant to the law and terms of the Labor Agreement; or

(c) any interruption in employment while an Employee is on authorized leave of absence with the Union or the Union's International Office as provided in Section 3.03; or

(d) any interruption in employment while an Employee is (i) in "qualified military service" as defined in Code Section 414(u) on or after December 12, 1994, or (ii) on mandatory active duty in the Armed Forces of the United States; provided that the Employee shall return to the regular full-time employment of Metro within 120 days after such Employee's first opportunity to do so; or

(e) any interruption in employment while an Employee is (1) on a leave of absence authorized by Metro, or (2) on strike or not working because of a work stoppage due to a strike or labor dispute, on the condition that such Employee shall return to regular full-time employment promptly upon the expiration of such leave of absence or the end of such strike or work stoppage; or

(f) any interruption in employment while an Employee is receiving a disability pension under Article IV, provided if such Employee shall regain health or mental capacity, that Employee shall return to regular full-time employment promptly following failure to further qualify for a disability pension; provided, however, that such Employee shall not be credited with more than five (5) years of Continuous Service during the period he is receiving a disability pension under Article IV.

1.04 Credited Service: Credited Service shall be Continuous Service accrued for any Employee beginning with the first day such Employee commenced regular full-time employment, and ending with the date of termination of employment with Metro for any reason. Credited Service shall be earned in terms of weeks and credited in terms of full years.

1.05 Employee: The term "Employee" means an employee employed by Metro on regular full-time basis who is in the bargaining unit represented by the Union. The term "Employee" does not include any employee who is a Temporary Employee.

1.06 Investment Manager: The term "Investment Manager" means a person, firm or corporation appointed by the Pension 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 Pension Committee that he or it is a fiduciary with respect to the Plan.

1.07 Labor Agreement: The term "Labor Agreement" means the applicable Memorandum of Agreement between Local No. 2 and Local No. 309 (effective October 1, 2000) of the International Brotherhood of Electrical Workers and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

1.08 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.

1.09 Participant: The term "Participant" means each Employee of Metro covered under this bargaining unit who becomes covered under this Plan on the date his regular full-time employment begins with Metro and those former Union employees who are retired and receiving benefits pursuant to agreements between Metro and the Union.

1.10 Pension Committee: The term "Pension Committee" shall mean the Pension Committee of the Plan, appointed and acting in accordance with the terms of the Plan.

1.11 Plan: The term "Plan" means the Bi-State Development Agency of the Missouri- Illinois Metropolitan District and Local No. 2 and Local No. 309 of the International Brotherhood of Electrical Workers Employees' Pension Plan established herein.

1.12 Plan Year: The term "Plan Year" means the period commencing on April 1, 1976, or on any subsequent April 1, and ending on the next following March 31.

1.13 Temporary Employee: The term "Temporary Employee" means an individual employed by Metro to work three (3) months or less as further defined in the Labor Agreement.

1.14 Trustee: The term "Trustee" means the Pension Committee or any successor trustee appointed from time to time by the Pension Committee as provided in Section 7.01.

1.15 Trust Fund: The term "Trust Fund" means the Trust Agreement established effective as of October 1, 1997 and any and all amendments and supplements which may be made thereto, established by Metro and the Union, to hold, invest and disburse the contributions of Metro and Participants.

1.16 Union: The term "Union" means Local No. 2 and Local No. 309 (effective October 1, 2000) of the International Brotherhood of Electrical Workers.

ARTICLE II

IMPLEMENTATION OF THE PLAN

2.01 Compliance with Internal Revenue Service Requirements: The Plan as herein set forth, and as it may be amended, is subject to obtaining approval of the Commissioner of Internal Revenue necessary to qualify the Plan under Code Section 401(a) as to the extent applicable, and to establish the tax exempt status of the Trust Fund under Code Section 501(a).

2.02 Action to Remain in Compliance: Notwithstanding any other provision of this instrument, Metro and the Union agree to make any amendments to the Plan which may be necessary to obtain or retain such approval of the Commissioner of Internal Revenue.

2.03 Communication in Event of Disapproval: In the event the Plan is disapproved by the Commissioner of Internal Revenue, Metro shall give the Union written notice of such disapproval within ten (10) days after receipt of notice thereof by Metro. Promptly thereafter Metro shall meet with the Union for the purpose of working out a Plan which will meet the requirements of the Commissioner of Internal Revenue for approval.

ARTICLE III

CONTRIBUTIONS

3.01 Contribution Rates:

(a) Metro Contributions

Metro shall make a contribution to the Plan for each Participant for each week in which Credited Service accrues, subject to Sections 1.04 and 3.03 of this Plan. Metro will contribute per Participant per week at the applicable rate of contribution as outlined on Exhibit I.

(b) Participant Contributions

Each Participant will contribute for each week such Participant:

(1) accrues one week of Credited Service; or

(2) is on leave of absence as provided in and subject to Section 3.03 of this Plan.

Each Participant will contribute per week at the applicable rate of contribution as outlined in Exhibit I, but no weekly contribution shall exceed three times the applicable contribution as outlined in Exhibit I. Metro will deduct such contributions from the pay of each Participant and pay the same to the Trustee. Effective as of December 22, 1989, a Participant's contributions to the Plan shall be paid by Metro as an "employer pick-up of employee" contributions under Code Section 414(h).

(c) Metro/Participant Contributions

At the end of each Plan Year an actuarial study of the Plan shall be made. Metro and Participants will share the recommended funding of the Plan with Metro paying seventy percent (70%) and the Participants paying thirty percent (30%). The actuarially determined additional pension costs associated with the changes made to the Plan effective as of October 1, 2004 shall be amortized over a period of thirty (30) years.

3.02 Refund of Participant Contributions:

(a) Participants shall not be entitled to borrow against their contributions to the Plan or to withdraw any part of their contributions to the Plan so long as they remain eligible to participate in the Plan.

(b) Participants leaving the service of Metro for any reason other than one which entitles them to a retirement or disability pension under this Plan or an interruption in employment as provided in Section 1.03 subsection (a) through (e), Section 3.04 or Section 3.05, shall be entitled upon request to have refunded to them out of the Trust Fund an amount equal to their total contributions to the Trust Fund, with interest thereon computed at the rate of three percent (3%) compounded annually, less any benefits they may have received.

3.03 Leave of Absence with the Union or the Union's International Office: During any period in which a Participant is on leave of absence to hold office in or perform duties for either the Union or the Union's International Office, such Participant shall continue to accrue Credited Service as provided in Section 1.04. During any such period, Metro will make contributions on behalf of such Participant as provided in Section 3.01(a), provided that Metro shall have no obligation to make such contributions for more than two (2) such Participants at any one time. Each such Participant will make contributions for each week worked for the Union or the International Office as provided in Section 3.01(b). The Union or International Office, as the case may be, shall transmit such Participant contributions to the Trustee of the Trust Fund.

3.04 Departure and Return of the Participant From/To Bargaining Unit: This Section 3.04 shall be effective as of June 1, 1994. If there is a change of employment status which results in employment by the Metro outside the Union's bargaining unit, or if an individual changes employment status with the Metro which results in employment by the Metro within the Union's bargaining unit, 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 Metro 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 Metro 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 Metro.

(a) Transfer to Employment Classification with Pension Plan:

If an Employee transfers to an employment classification with the Metro which is covered by a pension plan, and if such Participant terminates employment with the Metro 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 Metro 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 Metro 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 Metro 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 Employee'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 Metro which is not covered by a pension plan, and if such Employee terminates employment with the Metro 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 Metro Pension Plan:

If an individual who has Credited Service under any other pension plan maintained by the Metro becomes an Employee subject to the Union's bargaining unit, such Employee shall become a Participant in this Plan as of the effective date of transfer. 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, if 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 Agency Pension Plan:

If an individual who has no Credited Service under any other pension plan maintained by the Metro becomes an Employee subject to the Union's bargaining unit, such Employee shall become a Participant in this Plan as of the effective date of transfer. 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.

3.05 Layoff/Recall: This Section 3.05 shall be effective as of June 1, 1994. If a Participant is laid off by the Metro he shall remain a Participant in the Plan until his recall rights under the Labor Agreement have been exhausted or until he is recalled to an employment classification with a pension plan. During the entire period of his layoff, (1) no contributions shall be made to the Plan by the Participant and the Metro, and (2) no distribution of benefits, including the Participant's contributions plus interest, shall be made to such Participant.

(a) Recall to Employment Classification with Bargaining Unit Pension Plan:

If during the period in which he retains recall rights under the Labor Agreement, a Participant is recalled to employment by the Metro under this Plan or under another pension plan (hereinafter referred to as "Recall Plan"), the following provisions shall apply. The Participant shall pay into this Plan the contributions which such Participant would have been required under Section 3.01(b) to make to this Plan had he not been laid off by the Metro (herein referred to as "make-up contributions").

The Metro shall, in addition to the contributions required by Section 3.01(a), pay into this Plan the contributions which the Metro would have been required under Section 3.01(a) to make to the Plan on behalf of the Participant had the Participant not been laid off by the Metro.

At such time as the Participant has paid all make-up contributions required to be made by him, such Participant shall receive Credited Service under this Plan for the entire period during which he was laid off. If such Participant terminates employment with the Metro and is entitled to a benefit from the Recall Plan, the benefit payable from this Plan shall be an amount equal to the difference between the amount of benefit under the Recall Plan as calculated below and the sum of the amount of benefit actually payable from the Recall Plan and all other pension plans of the Metro in which such Employee was a participant. In calculating the Recall Plan benefit, the provisions of the Recall 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 Metro in which the Employee participated, shall be counted. The actual benefit payable from the Recall Plan and, if applicable, any such other pension plan in which the Employee was a participant shall be an amount equal to the Recall Plan benefit multiplied by a fraction, the numerator of which is the number of years of Credited Service earned while a participant in the Recall 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 Metro within the one year period following the date of such recall to an employment classification covered by another pension plan, the benefit to which such Participant shall be entitled shall be based on the provisions of this Plan as in effect on the date of such Employee's termination of employment; provided however, that in calculating such benefit, the Credited

Service earned by such Participant in the employment classification covered by the Recall Plan shall be counted.

(b) <u>Recall to Employment Classification Without Pension Plan</u>:

If a Participant is recalled to employment with the Metro to an employment classification without a pension plan, the contributions made by the Participant to this Plan shall remain in this Plan and all Credited Service accrued as of the date of such layoff shall be retained; provided, however that if on or before the end of the five (5) year period which commences on the date of layoff, such Participant returns to employment under this Plan or under another Metro pension plan (herein referred to as "Recall Plan"), such Participant shall (subject to the limitations of Section 3.01(b)) and in addition to the contributions required by Section 3.01(b), pay into the Trust Fund the contributions which such Participant would have been required under Section 3.01(b) to make to the Plan had he not been employed in such other employment classification ("make-up contributions"). Such Participant may make such make-up contributions in one lump sum. The Metro shall, in addition to the contributions required by Section 3.01(a), pay into the Trust Fund the contributions which the Metro would have been required under Section 3.01(a) to make to the Plan on behalf of the Participant had the Participant not been in such other employment classification. At such time as the Participant has paid to the Trust Fund all make-up contributions required to be made by him, such Participant shall receive Credited Service under this Plan for the entire period during which he was laid off. If such Participant terminates employment with the Metro and is entitled to a benefit from the Recall Plan, the benefit payable from this Plan shall be an amount equal to the difference between the amount of benefit under the Recall Plan as calculated below and the sum of the amount of benefit actually payable from the Recall Plan and all other pension plans of the Metro in which such Employee was a participant. In calculating the Recall Plan benefit, the provisions of the Recall 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 Metro in which the Employee participated, shall be counted. The actual benefit payable from the Recall Plan and, if applicable, any such other pension plan in which the Employee was a participant shall be an amount equal to the Recall Plan benefit multiplied by a fraction, the numerator of which is the number of years of Credited Service earned while a participant in the Recall 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 Metro within the one year period following the date of such recall to an employment classification covered by another pension plan, the benefit to which such Participant shall be entitled shall be based on the provisions of this Plan as in effect on the date of such Employee's termination of employment; provided however, that in calculating such benefit, the Credited Service earned by such Participant in the employment classification covered by the Recall Plan shall be counted.

If the Participant does not return to an employment classification under an Metro pension plan within the period provided by the Labor Agreement, such Participant shall be deemed to have terminated employment with the Metro and a benefit, if any, shall be paid to him in accordance with the applicable section of

Article IV or Section 3.02 of the Plan, based on his Credited Service to the date the Participant was laid off.

(c) If a Participant dies while he is laid off by the Metro and prior to his recall to regular full-time employment with the Metro, or if a Participant dies after being recalled to regular full-time employment with the Metro but prior to the date his make-up contributions have been made, his spouse or beneficiary shall be entitled to the benefit which would have been payable had the Participant not been laid off. The Participant's Credited Service shall be determined through his date of death as if he had not been laid off. Such benefit payable to the Participant's beneficiary shall be reduced, in accordance with such procedures established by the Pension Committee, by the amount the Participant would have been required to contribute to the Plan, from the date the Participant was laid off to the date of the Participant's death, had he not been on layoff.

(d) If a Participant is recalled to regular full-time employment with the Metro and fails to contribute the make-up contributions for any reason other than death, he shall receive no Credited Service for the entire period of his layoff.

ARTICLE IV

BENEFITS

4.01 Application for Pension: Failure of a Participant to comply with the application procedures in this Section 4.01 will result in denial of application for retirement or disability benefits until such time as these procedures are satisfied. A Participant may retire only on the first day of the month, referred to as retirement date. Retirement benefits shall begin on the first day of the month following the retirement date.

(a) Any Participant claiming retirement benefits under this Article IV shall file an application for such benefits in writing with the Pension Committee on or before the first day of the month immediately preceding the retirement date.

(b) An applicant for disability pension shall be subject to a medical examination and evaluation by such medical doctors selected and compensated by Metro for the purpose of determining if the applicant is medically qualified for a disability pension, and the applicant shall authorize the release of medical and hospital records to Metro or to medical doctors that Metro designates.

(c) Metro shall keep all records, compile all data, receive all applications for retirement and disability benefits and submit such applications to the Pension Committee. The Pension Committee shall have the right at all times to request additional information concerning any or all records or data pertaining to the Plan. These records shall be open to inspection by the members of the Pension Committee in the Personnel Department of Metro during normal business hours of the Personnel Department.

4.02 Benefits Upon Retirement: Any Participant who retired prior to January 1, 2005, shall receive benefits in accordance with Exhibit III. Any Participant who retires after December 31, 2004 shall receive benefits as follows:

(a) Any Participant who has attained the age of sixty-five (65) years and has Credited Service of twelve (12) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Fifty-five Dollars ($55) per month ($60 per month effective January 1, 2006) for each year of Credited Service; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more may, regardless of age, may retire from service on a voluntary basis and shall receive a lifetime pension of Fifty-five Dollars ($55) per month ($60 per month effective January 1, 2006) for each year of Credited Service; and

(c) A Participant who retires shall be entitled to receive a supplemental pension benefit in an amount equal to the Participant's Sick Leave Amount. If such supplemental pension benefit is paid in a lump sum payment, a Participant's Sick Leave Amount is equal to the product of the Participant's hourly rate of pay as of the date of retirement and eighty-five percent (85%) of the lesser of (i) the Participant's accumulated sick leave as of the date of retirement or (ii) 1,248 hours. If the supplemental pension benefit is paid in monthly payments, the Participant's Sick Leave Amount is equal to the product of one-hundred percent (100%) of the Participant's accumulated sick leave as of the date of retirement and the Participant's hourly rate of pay as of the date of retirement and converted to a monthly payment in accordance with Exhibit VII. The Participant may elect to receive the supplemental benefit either in a lump sum or monthly payments.

4.03 Benefits Upon Disability: Any Participant who becomes disabled prior to May 1, 1990, shall receive disability pension benefits, if any, in accordance with Exhibit IV.

(a) Disabilities on and after May 1, 1990:

Subject to the following provisions, a Participant with at least ten (10) years of Credited Service who becomes disabled on or after May 1, 1990, will be eligible for a disability pension benefit. Disability means becoming mentally or physically incapable of performing the job duties of the last position held with Metro.

If a Participant is approved for a disability pension benefit, the Participant's status as a disability pensioner will be effective on the later of:

(1) the first day of the month following a six (6) month waiting period. The waiting period begins on the Participant's first day off work as a result of the disabling condition, or

(2) the first day of the month following receipt of a Participant's application for disability pension;

however, the effective date of a disability pension will not be earlier than the first day of the month following the date a Participant attains ten (10) years of Credited Service.

The monthly disability benefit will be equal to the amount of the pension determined in accordance with Section 4.02(b) as if such Participant had attained the age of sixty-five (65) years as of the effective date of the Participant's disability pension.

In addition, Participant's who become disabled after September 30, 1995, shall be entitled to receive a supplemental pension benefit in an amount equal to the Participant's Sick Leave Amount. If such supplemental pension benefit is paid in a lump sum payment, a Participant's Sick Leave Amount is equal to the product of the Participant's hourly rate of pay as of the date of disability and eighty-five percent (85%) of the lesser of (i) the Participant's accumulated sick leave as of the date of disability or (ii) 1,248 hours. If the supplemental pension benefit is paid in monthly payments, the Participant's Sick Leave Amount is equal to the product of one-hundred percent (100%) of the Participant's accumulated sick leave as of the date of disability and the Participant's hourly rate of pay as of the date of disability and converted to a monthly payment in accordance with Exhibit VII. The Participant may elect to receive the supplemental pension benefit either in a lump sum or monthly payments.

Payment options available to retirees will be available to disability pensioners.

Participants are required to file an application for disability pension benefits not later than six (6) months from their first day off as the result of a disabling condition. Participants who apply for disability pension benefits must furnish Metro with medical records and a statement from their attending physician that they are incapable of performing their job duties. The statement must contain a description of the mental or physical condition causing the disability.

(b) <u>Eligibility For Disability</u>:

Eligibility for a disability pension shall be determined in the following manner:

(1) (A) Any Participant approved for Social Security Disability Benefits shall be eligible for disability pension benefits; or,

(B) Any Participant determined to be disabled by a Metro appointed physician shall be eligible for disability pension benefits.

(2) If a Participant has not been approved for Social Security Disability or if there is disagreement between a Participant's attending physician and Metro appointed physician, the Plan will procure and pay for the services

of an independent physician to render a disability determination which shall be final and binding. The independent physician will be selected as follows:

(A) by mutual agreement between Metro and Union appointed representatives to the Pension Committee; or, if mutual agreement cannot be achieved,

(B) by mutual agreement between the Participant's attending physician and Metro appointed physician; or, if mutual agreement cannot be achieved,

(C) each physician will be asked to provide the Pension Committee with the name of a non-affiliated physician who is Board Certified or Board eligible in an appropriate medical specialty. The two physicians provided will constitute a selection pool from which the independent physician will be chosen by lot; providing, however,

(D) if the Pension Committee has not received the names of two physicians in accordance with (C) above within sixty (60) days of such request, Metro appointed and Union appointed Pension Committee representatives will each nominate two physicians who are Board Certified or Board Eligible in an appropriate medical specialty. These four (4) physicians will constitute a selection pool from which the independent physician will be chosen by lot.

(E) The independent physician selected in accordance with the provisions of this Section will have final and binding determination with respect to the disability status of the applicant.

(c) Cessation of Disability:

If a disability pensioner regains sufficient health or mental capacity to resume his job duties, disability pension benefits will be discontinued and the individual will be restored to his former position with full seniority rights. If the Participant was in disability pension status for five (5) years or less, upon the Participant's return to duty, the Participant and Metro will make pension contributions in an amount equal to the contributions which were not made on behalf of the Participant during the period of disability, and Credited Service for the period of the disability will be credited. However, if such a disability pensioner returns to duty for a period of less than one (1) year and is unable to perform his job duties because of the same disabling condition, the Participant shall revert to his initial disability pension status, Participant contributions for the period of disability will be refunded and Credited Service shall be recognized for the initial disability pension benefit only. If a disability pensioner fails to report to the Pension Committee that he has regained sufficient health or mental capacity to return to duty, disability pension benefits will be suspended until such time as the disability pensioner complies with the medical provisions of the Plan.

(d) Employment While Disabled:

Disability pension benefits will not be payable for any month in which a disability pensioner receives gross earnings from employment exceeding the earnings limitation set forth in Exhibit IV. If a disability pensioner fails to disclose gross earnings from employment exceeding the earnings limitation in any month, disability pension benefits will be suspended until such time as the disability pensioner complies with the earnings limitation provisions of the Plan.

(e) Denial of Disability Pension:

If a Participant's application for disability pension is denied, the Participant will return to duty immediately, or, upon providing proper medical documentation, will be placed on a leave of absence for a period which cannot extend beyond one (1) year from the Participant's first day off. If a Participant fails to return to work immediately, or fails to provide medical documentation to be placed on leave of absence or fails to return to work by the end of the leave of absence period, such employee's employment shall be deemed terminated for purposes of this Plan.

4.04 Vesting: Effective as of October 1, 1990, if a Participant who has at least ten (10) years of Credited Service leaves the employment of Metro, such Participant must provide a written election (a) to accept a refund of his contributions to the Plan, or (b) to accept a vested pension. If a Participant elects a vested pension, benefit payments will be deferred until the date such Participant attains age sixty-five (65), and will be calculated based on the Participant's years of Credited Service and the pension formula which was in effect at the time the Participant terminated employment. If a Participant entitled to a vested pension under this Section 4.04 dies before attaining age sixty-five (65), his beneficiary will be entitled to receive a benefit beginning on the first of the month following the month in which the Participant would have attained age sixty-five (65). A Participant who accepts a refund of his contributions to the Plan waives his right to claim any future benefits from the Plan. A Participant who elects a vested pension waives his right to a lump sum refund of his contributions to the Plan.

The Pension Committee will establish consistent procedures for election of deferred vested pension under this Section 4.04.

4.05 Benefit Payment Options: Benefit payment options in effect prior to October 1, 1990 are set forth in Exhibit V. The following benefit payment options are effective on and after October 1, 1990.

(a) Ten Year Certain Option: Each Participant entitled to benefits pursuant to Sections 4.02 through 4.04 may, at his option, elect a monthly pension of Forty-Six Dollars ($46) less than that provided under such applicable Section for life, and in the event of his death within the period of ten (10) years after the commencement of such benefits, the same benefits shall be payable for the remainder of such ten (10) year period to a beneficiary designated by the Participant, or if no such beneficiary shall have been designated who is living at his death, then to such Participant's estate.

(1) In the event of the death of the primary beneficiary within the period of ten (10) years after commencement of such benefits, the same benefits shall be payable for the remainder of such ten (10) year period to the secondary beneficiary designated by the Participant, or if no such secondary beneficiary shall have been designated by the Participant, said benefits shall be payable to the primary beneficiary's estate.

(2) In the event of the death of the secondary beneficiary within the period of ten (10) years after commencement of said benefits, said benefits shall be payable to the estate of the secondary beneficiary.

(b) Contingent Annuitant Options: Each Participant entitled to benefits pursuant to Sections 4.02 through 4.04 may, at his option, elect a reduced monthly benefit to the Participant for life and continue either fifty percent (50%) or one hundred percent (100%) of such reduced monthly benefit to the Participant's surviving spouse for the spouse's lifetime if the Participant predeceases the spouse. The monthly benefit reduction will be actuarially determined based upon the ages of the Participant and his spouse at the time of retirement. Exhibit II provides the Contingent Annuity Payment Option Reduction Schedule.

4.06 Benefits on Death Prior to Retirement After December 31, 1987: If a Participant dies prior to retirement and prior to January 1, 1988, benefits, if any, shall be payable in accordance with Exhibit VI.

(a) If a Participant with ten (10) years or more of Credited Service shall die prior to retirement, benefits as herein provided shall be payable to the Participant's spouse or other designated beneficiary, or, if no such spouse or beneficiary is living at the time of death, then to the Participant's estate. The benefits payable hereunder shall be the amount of the retirement benefit the Participant would have been entitled to receive if he had retired on the first day of the month of his death and had elected the payment option elected by the Participant's spouse or designated beneficiary. If a Participant dies prior to age fifty-five (55), the benefit will be computed as if the Participant were age fifty-five (55) upon death. In the event of a Participant's death prior to retirement, the Participant's spouse or designated beneficiary may elect to receive benefits under any Payment Option provided in Section 4.05 for which the spouse or beneficiary is eligible.

(b) If a Participant dies before being entitled to a retirement or a disability pension under this Plan, or before his benefit under Section 3.02(b) has been distributed to him, there shall be paid in a lump sum from the Trust Fund to such beneficiary as such Participant shall have designated, or, if no beneficiary shall have been designated who is then living, to the Participant's estate, a sum equal to the Participant's total contributions to the Trust Fund, with interest thereon computed at the rate of three percent (3%) compounded annually.

(c) Anything contained herein to the contrary notwithstanding, a Participant with ten (10) years or more of Credited Service who dies after September 30, 1995 shall be entitled to receive an additional death benefit in an amount equal to the Participant's Sick Leave Amount. If such additional death benefit is paid in a lump sum payment, a Participant's Sick Leave Amount is equal to the product of the Participant's hourly rate of pay as of the date of death and eighty-five percent (85%) of the lesser of (i) the Participant's accumulated sick leave as of the date of death or (ii) 1,248 hours. If the additional death benefit is paid in monthly payments, the Participant's Sick Leave Amount is equal to the product of one-hundred percent (100%) of the Participant's accumulated sick leave as of the date of death and the Participant's hourly rate of pay as of the date of death and converted to a monthly payment in accordance with Exhibit VII. The Participant's spouse or other designated beneficiary may elect to receive the additional death benefit either in a lump sum or monthly payments. If no surviving spouse or beneficiary is living as of the date of the Participant's death, such additional death benefit shall be paid to the Participant's estate.

lump sum

lesser of 1248

monthly payments

4.07 Reduction of Benefits: The benefits payable to a Participant pursuant to this Article IV shall be reduced by the amount of any weekly total and temporary disability payments of Workers' Compensation or weekly Unemployment Insurance payments payable or attributable to a Participant, but shall not be reduced by any lump sum settlement from Workers' Compensation or Unemployment Insurance. The disability pension benefit will not be reduced by any amount of Social Security benefits or by any other governmental benefit received, not otherwise described herein.

4.08 Non-Assignment of Benefits: No Participant hereunder shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any retirement payments or any portion thereof and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever.

Notwithstanding the foregoing provisions, at the direction of the Pension Committee, there may be deducted from a Participant's contributions to the Trust Fund any amounts owing by the Participant to Metro, the Union or the Plan at the termination of such Participant's employment with Metro. No benefit payment shall be made to a Participant or his beneficiary until all arrangements for a complete financial settlement of the Participant's account with Metro, the Union and the Plan have been made.

Notwithstanding the foregoing provisions, a Participant may give to the Pension Committee written authorization for deduction from benefit payments after retirement or disability of amounts for payment of Federal income taxes, Union dues and assessments and for contributions towards Metro provided group medical coverage and such deductions may be made in accordance with said authorization and paid over to the Union or to the health care carrier, respectively.

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 subsection 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 Pension

Committee shall establish procedures similar to those described in Code subsections 414(p)(6) and (7) for evaluating domestic relations orders and for handling benefits while domestic relations orders are being evaluated.

4.09 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 4.09 will apply for purposes of determining required minimum distributions under Code Section 401(a)(9). The requirements of this Section 4.09 will take precedence over any inconsistent provisions of the Plan. For distributions commencing prior to the effective date of good faith interpretation of Code Section 401(a)(9) ceasing to apply for governmental plans, the Plan shall make distributions in accordance with good faith interpretation of Code Section 401(a)(9) pursuant to Section 823 of the Pension Protection Act of 2006. After good faith interpretation of Code Section 401(a)(9) ceases to apply, all distributions required under this Section 4.09 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 4.09, 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.

(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 4.09(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 4.09(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 4.09(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 4.09(b)(ii), other than Section 4.09(b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.09(b)(ii) and Section 4.09(e), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 4.09(b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Section 4.09(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 4.09(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 4.09(c), 4.09(d) and 4.09(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 4.09(d) or 4.09(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 4.09(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) <u>Amount Required to be Distributed by Required Beginning Date</u>: 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 4.09(b)(ii)(1) or 4.09(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 4.09(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 4.09(b)(ii)(1) or 4.09(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 4.09(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 4.09(b)(ii)(1).

(f) Definitions.

(i) Designated beneficiary: The individual who is designated as the beneficiary under 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.

(ii) 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 4.09(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 4.09(b)(ii) and 4.09(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 4.09(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.

(h) Deemed Distribution. If the Participant's benefit is $0.00, he shall be deemed to have received payment thereof as of the date on which his employment with Metro terminates.

4.10 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 Pension Committee, 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 income is transferred in accordance with Code Section 402(c)(2), such transfer shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income.

(b) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), 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.

4.11 Small Lump-Sum Distributions: 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.

No less than thirty (30) days and no more than ninety (90) 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 8.5) 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 consent of the Spouse is not required for such distribution.

ARTICLE V

ADMINISTRATION

5.01 Administration by the Pension Committee: The Pension Committee shall supervise the management and operation of the Plan and, in the sole and absolute discretion of the Pension Committee, is specifically authorized to determine eligibility for benefits under the Plan and to construe the Plan's terms.

The Pension Committee shall consist of eight (8) members. Four (4) members shall be appointed by Metro and four (4) by the bargaining units represented. IBEW Local 2 shall appoint two (2) members and IBEW Local 309 shall appoint two (2) members. Each party shall have the right at any time to replace any member that it appoints. In the event of a strike or lockout, the Pension Committee shall continue to function and perform its duties as prescribed by this Plan.

The Pension Committee as the named fiduciary under the Plan shall have the authority to appoint 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. The Pension Committee may, in its discretion, remove an Investment Manager previously appointed by it; provided, however, that if upon such removal of an Investment Manager, there is no existing Investment Manager previously appointed, the Pension Committee must simultaneously with such removal appoint a new Investment Manager in place of the Investment Manager being removed. Each Investment Manager shall be guided by the Statement of Investment Policy adopted by the Pension Committee, as the same may be amended or revised from time to time by the Pension Committee. The Pension Committee shall appoint an investment consultant with respect to the Trust Fund. The Pension Committee may, in its discretion, remove an investment consultant previously appointed by it; provided, however, that the Pension Committee must simultaneously with such removal appoint a new investment consultant in place of the investment consultant being removed. The Pension Committee may, in its discretion, engage other professional consultants, including but not limited to, actuaries, accountants and attorneys, as it may deem advisable to assist it in doing all acts and things to be performed by it under this Plan.

The Pension Committee shall have the sole and exclusive power:

(a) To administer the Plan in accordance with its provisions;

(b) To make and to change from time to time and to enforce such rules and regulations, consistent with the provisions of this Plan, as may be necessary or desirable for the carrying out of its duties, and for the efficient administration of the Plan;

(c) Finally and conclusively to determine, according to the provisions herein set forth, the eligibility of a Participant for retirement under this Plan and, if eligible, such Participant's rights hereunder.

The Pension Committee shall select from its membership a Chairman and a Secretary. The Chairman and the Secretary, notwithstanding their official positions, shall each be entitled to a vote at all meetings of the Pension Committee. In the event of a tie vote by the Pension Committee, the question or questions in issue shall be submitted, to a board of arbitration upon demand of either party. The board of arbitration shall be selected in accordance with the procedure for arbitration as set forth in the Labor Agreement, except that the expenses of the neutral arbitrator only shall be borne by the Trust Fund.

The Pension Committee shall hold meetings at such times as it shall determine, but not less than one (1) meeting a month. A majority of the membership, when present, shall constitute a quorum. The members of the Pension Committee appointed by Metro and those appointed by the Union shall, each as a group, be entitled to an equal vote or votes in the proceedings of the Pension Committee.

The Pension Committee shall make an annual report to Metro and to the Union, and shall make such other reports of the operation of the Plan as the Pension Committee shall deem necessary. At the end of each Plan Year, the Pension Committee shall have reputable firms conduct an actuarial valuation and an audit of the funds forwarded to, disbursed by, and held by it as Trustee. The Pension Committee shall publish such reports annually.

Members of the Pension Committee shall serve without compensation for services as such. Expenses, including but not limited to fees for fiduciary insurance and fees charged by professional consultants, incurred by the Pension Committee shall be certified and paid either by Metro or by the Pension Committee out of the Trust Funds held by it. No member of the Pension 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 Pension 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 Pension 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 Pension Committee.

All payments of benefits hereunder shall be made by the Trustee upon and in accordance with the written directions of and documentation on file with the Pension Committee.

5.02 Implementation of Pension Payments:

(a) Request for Pension Payment Required: Notwithstanding any provision of the Plan to the contrary, pension payments shall not commence under the Plan until the applicable retirement date and until a proper request for pension payment per Section 4.01 shall have been filed with the Pension Committee. Each request for a pension payment shall be in writing on a form provided by the Pension Committee for such purpose and shall be filed with the Pension Committee on or before the first of the month preceding the retirement commencement date to be effective on the retirement commencement date.

(b) Required Information to be Furnished: Each Participant shall furnish to the Pension Committee such information as the Pension Committee considers necessary and desirable for the purpose of administering the Plan, and the provisions of the Plan respecting any payments hereunder are conditional upon the prompt submission by the Participant of such true, full and complete information as the Pension Committee may request pursuant hereto.

5.03 Rights in the Trust Fund: No Participant or other person shall have any interest in or any rights in or to or under the Trust or to any part of the assets thereof, except as and to the extent expressly provided in the Plan.

5.04 Plan Not Agreement to Employ or to Continue to Employ: The establishment and maintenance of the Plan shall not be construed as conferring any legal rights upon any employee or Participant to the continuation of employment with Metro, nor will the Plan interfere with or otherwise affect the right of Metro to discharge any employee or Participant.

5.05 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 Pension Committee. Such claim must be filed on such form and with such documentation as the Pension Committee shall prescribe.

The Pension 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 one hundred eighty (180) days after the original claim is filed. If the Pension 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 Pension Committee may deny a claim in whole or in part and shall notify the claimant of the extent of the denial.

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 Pension

Committee for a review of the decision. Such application must be made on a form provided by the Pension Committee for this purpose.

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

(a) Upon reasonable notice to the Pension Committee, the claimant may examine documents in the possession of the Pension Committee that are pertinent to the decision under review; and

(b) The claimant may submit written comments and issues to the Pension Committee relating to the decision under review.

The Pension 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 Pension 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 one hundred twenty (120) days of the date the original application was received. If the application is denied, the written notice informing the claimant of the denial shall include the information specified in this Section 5.05.

A decision by the Pension Committee on an application shall be final and binding on all parties.

ARTICLE VI

GENERAL PROVISIONS RESPECTING THE PLAN

6.01 Metro Contributions Irrevocable: Metro shall have no right, title or interest in the Trust Fund or in any part thereof, and no contributions made thereto shall revert to Metro; provided, however that a contribution made by a mistake of fact shall be returned to Metro within such time provided by law if Metro so directs the Trustee. In the event of a permanent discontinuance of contributions by Metro, 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.

6.02 Amendment of the Plan: Metro and the Union may amend or modify this Plan by agreement of the parties consistent with the Labor Agreement, in effect from time to time, except that no amendment or modification shall:

(a) Cause the use and diversion of any part of the funds for purposes other than those authorized herein;

(b) Retroactively deprive anyone of vested rights.

Subject to the foregoing limitations, any amendment may be made retroactively effective, which, in the judgment of Metro and the Union, is necessary or advisable so as to qualify the Trust Fund of the Plan for exemption from taxes based on income.

6.03 Duration: The Plan as set forth herein shall continue in full force and effect and thereafter until terminated as provided for in Section 7.05.

Notwithstanding the foregoing, however, the Plan may be terminated by Metro and the Union at any time in accordance with the Labor Agreement. The Plan shall not automatically terminate upon adjudication by any court of competent jurisdiction that Metro is bankrupt or insolvent, whether such proceeding be voluntary or involuntary.

The Plan shall terminate upon the complete dissolution of Metro, except that any successor to Metro shall, as a condition thereof, assume and discharge the obligations of Metro hereunder.

6.04 Maximum Accrued Benefit: Effective April 1, 2008, in no event shall the annual benefit under this Plan and all other defined benefit plans maintained by the Employer exceed the lesser of:

(a) 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; and

(b) One-hundred percent (100%) of the average compensation of such Participant for his high three (3) consecutive Plan Years as provided in Code Section 415.

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), 401(k), 402(k). 403(b) and 457 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 Metro 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.

6.05 Facility of Payment: If any payee under the Plan is a minor or is, in the judgment of the Pension Committee, otherwise legally incompetent or incapable of executing a valid receipt and discharge for any payment due him under the Plan, the Pension Committee may, unless and until a claim shall have been made by a duly appointed guardian or committee of such payee, cause all payments, or any part thereof, to be made to any person or institution then in the judgment of the Pension Committee as contributing toward, or providing for, the care and maintenance of such person. Any such payment shall completely discharge Metro, Pension Committee and any payor 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.

6.06 Missing Distributee: Each Participant, spouse or beneficiary entitled to benefits under the Plan must file with the Pension Committee, in writing, his post office address, and each change of post office address. Any communication, statement or notice addressed to such a person at his latest post office address as filed with the Pension Committee will be binding upon such person for all purposes of the Plan and neither the Trustee nor Metro 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 Pension 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.

6.07 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.

ARTICLE VII

TRUST FUND AND TRUSTEE

7.01 Trust Fund: A Trust Agreement is maintained for the purposes of the Plan and the contributions of Metro and Participants to the Trust shall be invested in accordance with the terms of the Trust Agreement. The Pension Committee shall select and appoint the Trustee. If the Pension Committee cannot agree upon a Trustee, the matter shall be submitted to arbitration in the manner provided in the then applicable Labor Agreement. All contributions of Metro and the Participants shall be paid to the Trustee.

7.02 Obligations of the Trustee: The Trustee's obligations, duties and responsibilities are governed solely by the terms of the Trust Agreement establishing the Trust between the Trustee, Metro and the Union.

7.03 Benefits Supported Only by Trust Fund: Any person having any claim under the Plan shall look solely to the assets of the Trust for satisfaction. In no event will Metro or the Union, or any of their officers, agents or the Trustee or any successor trustee be liable in their individual capacities to any person whomsoever, except as specifically provided in the Plan or Trust Agreement.

7.04 Trust Fund Applicable to Payment of Benefits: The Trust Fund shall be used and applied only in accordance with the provisions of the Plan, to provide the benefits thereof, and no part of the corpus or income of the Trust Fund shall be used for, or diverted to, purposes other than the exclusive benefit of Participants and other persons thereunder entitled to benefits except to the extent provided in Sections 5.01 and 7.05.

7.05 Termination of Plan and Distribution of Funds:

(a) While it is the intent of the parties hereto to maintain the Plan permanently, in the event the Plan is terminated, the Trustees shall determine the assets of the Trust 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 or disability retirement at the date of termination, sufficient to provide for the amount of their benefits not already provided under (1).

(3) The remaining balance shall be allocated to the Participants in proportion to the excess of the actuarial values of 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 (1) or (2) above, all allocations within the group affected will be reduced by the same proportion.

(c) The Trustee shall liquidate the Trust 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 Pension Committee may determine.

7.06 Availability of Plan for Inspection: Information materials in brief form shall be furnished to each Participant to explain the provisions of the Plan. Notwithstanding this, however, a copy of the Plan shall be available for examination by any Participant, upon request, in the Personnel Department of Metro during normal working hours of the Personnel Department.

In the event of any conflict between the information furnished to each Participant and the provisions of the Plan, the terms of the Plan shall govern.

IN WITNESS WHEREOF, this Seventeenth Amendment has been adopted by Metro and the Union and accepted by the Trustee as of this 26th day of JANUARY, 2011.

BI-STATE DEVELOPMENT AGENCY

By: H. Dennis Allen

Title: Plan Chairperson

Printed Name: H. DENNIS ALLEN

EXHIBIT I

METRO/EMPLOYEE CONTRIBUTION RATES
PER PARTICIPANT PER WEEK OF CREDITED SERVICE

AS OF	METRO CONTRIBUTION SHALL BE	EMPLOYEE CONTRIBUTION SHALL BE
07/19/76	$10.00	$ 3.00
04/01/78	20.00	6.00
12/01/80	24.40	9.35
08/01/84	32.50	10.85
10/01/85	33.57	11.19
10/01/86	35.72	11.91
04/01/87	32.43	10.81
01/01/88	32.46	10.82
04/01/88	31.05	10.35
10/30/88	37.29	12.43
12/11/89	33.78	11.26
01/01/91	33.03	11.01
02/03/92	42.93	14.31
01/04/93	42.51	14.17
04/25/94	46.26	15.42
01/01/95	42.24	14.08
01/01/96	29.61	9.61
02/15/97	27.45	9.15
01/01/98	34.68	11.56
01/01/00	23.86	7.96
08/01/00	26.92	11.54
01/01/02	16.00	6.86
03/21/03	27.95	11.98
02/02/04	31.95	13.69
03/21/05	38.32	16.38
02/01/06	30.98	19.45
02/01/07	50.90	21.82
05/05/08	43.43	18.61

EXHIBIT II

CONTINGENT ANNUITY PAYMENT OPTION
REDUCTION SCHEDULE

AGE DIFFERENCE	REDUCTION FACTORS: Contingent Annuity at 100%	Contingent Annuity at 50%
Spouse younger by:		
15 years	74.6%	86.3%
14 years	75.2%	86.6%
13 years	75.8%	86.9%
12 years	76.4%	87.2%
11 years	77.0%	87.5%
10 years	77.6%	87.8%
9 years	78.2%	88.1%
8 years	78.8%	88.4%
7 years	79.4%	88.7%
6 years	80.0%	89.0%
5 years	80.6%	89.3%
4 years	81.1%	89.6%
3 years	81.7%	89.9%
2 years	82.3%	90.3%
1 year	82.9%	90.6%
Spouse same age	83.5%	91.0%
Spouse older by:		
1 year	84.1%	91.4%
2 years	84.7%	91.7%
3 years	85.3%	92.1%
4 years	86.0%	92.5%
5 years	86.6%	92.9%
6 years	87.2%	93.2%
7 years	87.8%	93.5%
8 years	88.4%	93.8%
9 years	89.0%	94.1%
10 years	89.6%	94.4%
11 years	90.2%	94.7%
12 years	90.8%	95.0%
13 years	91.4%	95.3%
14 years	92.0%	95.6%
15 years	92.6%	95.9%
Years in excess of 15	.6%	.3%

- For each year the spouse is older (younger), add (subtract) the factor for "Years in excess of 15" to the 15-year factor.
- To determine the payable monthly benefit, multiply the unreduced monthly benefit amount by the appropriate Reduction Factor.

EXHIBIT III

RETIREMENT BENEFITS

I. <u>Participants Retiring After July 18, 1976 and Before April 1, 1978</u>: Any Participant who retires after July 18, 1976 and before April 1, 1978 shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis, retirement being mandatory upon attainment of age sixty-seven (67), and shall receive a lifetime pension of Two Hundred Seventy-Five Dollars ($275) per month; and

(b) Any Participant who has thirty (30) years or more of Credited Service may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified:

Age	Monthly Benefit
Sixty (60)	$275
Fifty-nine (59)	$270
Fifty-eight (58)	$265
Fifty-seven (57)	$260; and

(c) Any Participant who has Credited Service of thirty-three (33) years or more, regardless of age, may retire from service on a voluntary basis and shall receive a lifetime pension of Two Hundred Seventy-Five Dollars ($275) per month.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

II. <u>Participants Retiring After March 31, 1978 and Before December 1, 1980</u>: Any Participant who retires after March 31, 1978 and before December 1, 1980 shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis (retirement being mandatory upon attainment of age sixty-seven (67), but effective as of January 1, 1980, retirement being mandatory upon attainment of age seventy (70)), and shall receive a lifetime pension of Two Hundred Seventy-Five Dollars ($275) per month plus Five Dollars ($5) per month for each year of Credited Service in excess of fifteen (15) years; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified, however, the applicable rate shall be increased by Five Dollars ($5) per month for each year of Credited Service in excess of fifteen (15) years:

Age	Monthly Benefit
61-64	$275
Sixty (60)	$270
Fifty-nine (59)	$265
Fifty-eight (58)	$260
Fifty-seven (57)	$255; and

(c) Any Participant who has Credited Service of thirty-three (33) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Two Hundred Seventy-Five Dollars ($275) per month plus Five Dollars ($5) per month for each year of Credited Service in excess of fifteen (15) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

III. Participants Retiring After November 30, 1980 and Before October 1, 1983: Any Participant who retires after November 30, 1980 and before October 1, 1983 shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis (retirement being mandatory upon attainment of age seventy (70)), and shall receive a lifetime pension of Three Hundred Dollars ($300) per month plus Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified, however, the applicable rate shall be increased by Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years:

Age	Monthly Benefit
61-64	$300
Sixty (60)	$295
Fifty-nine (59)	$290
Fifty-eight (58)	$285
Fifty-seven (57)	$280; and

(c) Any Participant who has Credited Service of thirty-three (33) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Three Hundred Dollars ($300) per month plus Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

IV. Participants Retiring After September 30, 1983 and Before October 1, 1985: Any Participant who retires after September 30, 1983 and before October 1, 1985 shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis (retirement being mandatory upon attainment of age seventy (70)), and shall receive a lifetime pension of Three Hundred Fifty Dollars ($350) per month plus Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified, however, the applicable rate shall be increased by Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years:

Age	Monthly Benefit
61-64	$350
Sixty (60)	$345
Fifty-nine (59)	$340
Fifty-eight (58)	$335
Fifty-seven (57)	$330; and

(c) Any Participant who has Credited Service of thirty (30) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Three Hundred Fifty Dollars ($350) per month plus Eight Dollars ($8) per month for each year of Credited Service in excess of fifteen (15) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

V. Participants Retiring After September 30, 1985 and Before July 1, 1988: Any Participant who retires after September 30, 1985 and before July 1, 1988 shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis (retirement being mandatory upon attainment of age seventy (70)), and shall receive a lifetime pension of Four Hundred Dollars ($400) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified, however, the applicable rate shall be increased by Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years:

Age	Monthly Benefit
61-64	$400
Sixty (60)	$395
Fifty-nine (59)	$390
Fifty-eight (58)	$385
Fifty-seven (57)	$380; and

(c) Any Participant who has Credited Service of thirty (30) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Four Hundred Dollars ($400) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

VI. Participants Retiring After June 30, 1988 and Before October 1, 1990: Any Participant who retires after June 30, 1988 and before October 1, 1990, shall receive benefits as follows:

(a) Any Participant who attains the age of sixty-five (65) years and has fifteen (15) years or more of Credited Service may retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years; and

(b) Any Participant who has attained age fifty-seven (57) and has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension in accordance with the following rates upon reaching the age specified, however, the applicable rate shall be increased by Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years:

Age	Monthly Benefit
61-64	$500
Sixty (60)	$495
Fifty-nine (59)	$490
Fifty-eight (58)	$485
Fifty-seven (57)	$480; and

(c) Any Participant who has Credited Service of thirty (30) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of fifteen (15) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

VII. Participants Retiring After September 30, 1990 and Before October 1, 1995: Any Participant who retires after September 30, 1990 and before October 1, 1995, shall receive benefits as follows:

(a) Any Participant who has attained the age of sixty-five (65) years and has Credited Service of twelve (12) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of ten (10) years; and

(b) Any Participant who has attained the age of fifty-seven (57) years and has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of ten (10) years reduced by one quarter of one percent (1/4%) per month for each month by which retirement precedes age sixty (60); and

(c) Any Participant who has Credited Service of thirty (30) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) per month for each year of Credited Service in excess of ten (10) years.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

VIII. Participants Retiring After September 30, 1995 and Before October 1, 1999: Any Participant who retires after September 30, 1995 and before October 1, 1999 shall receive benefits as follows:

(a) Any Participant who has attained the age of sixty-five (65) years and has Credited Service of twelve (12) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) ($20 effective October 1, 1996) per month for each year of Credited Service in excess of ten (10) years; and

(b) Any Participant who has attained the age of fifty-seven (57) years and has Credited Service of twenty-five (25) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) ($20 effective October 1, 1996) per month for each year of Credited Service in excess of ten (10) years reduced by one quarter of one percent (1/4%) per month for each month by which retirement precedes age sixty (60); and

(c) Any Participant who has Credited Service of thirty (30) years or more may, regardless of age, retire from service on a voluntary basis and shall receive a lifetime pension of Five Hundred Dollars ($500) per month plus Ten Dollars ($10) ($20 effective October 1, 1996) per month for each year of Credited Service in excess of ten (10) years; and

(d) A Participant shall be entitled to receive a supplemental pension benefit in an amount equal to the Participant's Sick Leave Amount. If such supplemental pension benefit is paid in a lump sum payment, a Participant's Sick Leave

Amount is equal to the product of eighty-five percent (85%) of the Participant's accumulated sick leave as of the date of retirement and the Participant's hourly rate of pay as of the date of retirement. If the supplemental pension benefit is paid in monthly payments, the Participant's Sick Leave Amount is equal to the product of one-hundred percent (100%) of the Participant's accumulated sick leave as of the date of retirement and the Participant's hourly rate of pay as of the date of retirement and converted to a monthly payment in accordance with Exhibit VII. The Participant may elect to receive the supplemental benefit either in a lump sum or monthly payments.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

IX. Participants Retiring After September 30, 1999 and Before January 1, 2005: Any Participant who retires after September 30, 1999 and before January 1, 2005 shall receive benefits as follows:

(a) Any Participant who has attained the age of sixty-five (65) years and has Credited Service of twelve (12) years or more may retire from service on a voluntary basis and shall receive a lifetime pension of Forty Dollars ($40) per month ($50 per month effective January 1, 2003) for each year of Credited Service; and

(b) Any Participant who has Credited Service of twenty-five (25) years or more, regardless of age, may retire from service on a voluntary basis and shall receive a lifetime pension of Forty Dollars ($40) per month ($50 per month effective January 1, 2003) for each year of Credited Service; and

(c) Any Participant who retires shall be entitled to receive a supplemental pension benefit in an amount equal to the Participant's Sick Leave Amount. If such supplemental pension benefit is paid in a lump sum payment, a Participant's Sick Leave Amount is equal to the product of eighty-five percent (85%) of the Participant's accumulated sick leave as of the date of retirement and the Participant's hourly rate of pay as of the date of retirement. If the supplemental pension benefit is paid in monthly payments, the Participant's Sick Leave Amount is equal to the product of one-hundred percent (100%) of the Participant's accumulated sick leave as of the date of retirement and the Participant's hourly rate of pay as of the date of retirement and converted to a monthly payment in accordance with Exhibit VII. The Participant may elect to receive the supplemental benefit either in a lump sum or monthly payments.

Notwithstanding the foregoing, effective as of October 1, 2004, Participants receiving benefits under this provision prior to October 1, 2004 shall receive a Twenty-Five Dollar ($25) increase in their monthly pension benefit.

EXHIBIT IV

DISABILITY BENEFITS

I. Disability Benefit: Subject to the provisions in this Exhibit IV and to Credited Service requirements in the Plan, any Participant who becomes in accordance with Section 4.01(b) permanently physically or mentally incapable of performing the work which such Participant may at the time have been performing in the service of Metro shall be paid a lifetime pension. As used in this Plan document, irrespective of the last date the employee was able to work, a Participant will be considered to have become disabled in accordance with the procedures and policies established by the Pension Committee.

(1) After July 18, 1976 a Participant must have twelve (12) years of Credited Service to be eligible for a disability benefit of Two Hundred Seventy-Five Dollars ($275) per month. The earnings limitation is Six Hundred Dollars ($600) per month.

(2) After March 31, 1978 a Participant must have ten (10) years of Credited Service to be eligible for a disability benefit of Two Hundred Seventy-Five Dollars ($275) per month. The earnings limitation is Six Hundred Dollars ($600) per month.

(3) After September 30, 1985 a Participant must have ten (10) years of Credited Service to be eligible for a disability benefit of Four Hundred Dollars ($400) per month. The earnings limitation is One Thousand Dollars ($1,000) per month.

(4) After February 19, 1988:

(a) Long Term Disability Policy

Except as set forth in subsection (b) below, on and after April 1, 1988 and before May 1, 1990, no disability benefits will be payable from this Plan. Metro maintains a Long Term Disability Policy ("LTD Policy") and any Participant who incurs a disability must make a claim for disability benefits under the LTD Policy.

(b) Exception

If a Participant becomes permanently physically or mentally incapable of performing the work which he may at the time have been performing in the service of Metro, and (i) the first day of his failure to be actively employed by Metro because of such disability occurs after September 30, 1985 and prior to April 1, 1988, so that he is not covered under the LTD Policy, and (ii) he has Credited Service of ten (10) years or more, he shall be paid a lifetime monthly pension of Four Hundred Dollars ($400). The lifetime monthly pension payable hereunder is subject to the remaining provisions of this Exhibit IV.

II. Cessation of Disability: If a disability pensioner shall regain the health or mental capacity sufficient to return to his former position, employment in such former position shall be restored and pension benefits shall be discontinued; or

III. Medical Examination and Evaluation: If, from time to time upon written demand by Metro, a disability pensioner shall fail to become subject, in a prompt manner, to a medical examination and evaluation by such medical doctors selected and compensated by Metro for the purpose of determining continuing qualification for disability pension, or such disability pensioner shall fail from time to time to authorize the release of medical and hospital records to Metro or to medical doctors that it designates, disability pension benefits shall be discontinued until the disability pensioner consents to the medical examination and evaluation by such medical doctors and it is determined that he continues to be disabled or the disability pensioner authorizes the release of medical and hospital records to Metro or to medical doctors that it designates, whichever is applicable, and upon compliance with Metro's request and the determination that the disability pensioner remains eligible for a disability pension, retroactive disability pension payments shall be made for the period of time during which the disability pensioner refused to submit to a medical examination or refused to release such records; or

IV. Employment While Disabled: If a disability pensioner shall become employed at a compensation equal to or greater than the earnings limitations described in VI. below or shall become engaged in a business providing an average net income equal to or greater than such earnings limitations, disability pension benefits shall be discontinued but only for such period of time as the earnings limitation is exceeded; or

V. Earnings While Disabled: If, from time to time, upon written demand by Metro, a disability pensioner shall fail to submit to Metro within thirty (30) days after demand therefor, verified copies of his Federal Income Tax Returns or shall fail to furnish Metro such additional information as it may request concerning the earnings of such pensioner and other members of such pensioner's household for the purpose of determining the income and continued qualification for a disability pension, such disability pension shall be discontinued until the disability pensioner furnishes to Metro verified copies of his Federal Income Tax Returns or furnishes to Metro such additional information as it may request concerning the earnings of such pensioner and other members of such pensioner's household and upon compliance with Metro's request and the determination that the pensioner is within the earnings limitation, retroactive disability pension payments shall be made for the period of time during which disability pension payments were withheld while the disability pensioner failed to submit to Metro verified copies of his Federal Income Tax Returns or other information concerning the earnings of such pensioner and other members of such pensioner's household.

VI. Earnings Limitation Schedule:

Prior to October 1, 1990:	$1,000 per month
Effective October 1, 1990:	$2,000 per month
Effective October 1, 1995:	$2,500 per month

EXHIBIT V

BENEFIT PAYMENT OPTIONS PRIOR TO OCTOBER 1, 1990

I. Ten Year Certain Option: Each Participant entitled to benefits pursuant to Sections 4.02 through 4.07 may, at his option, elect a monthly pension of Twenty-Five Dollars ($25) (effective July 1, 1988, Forty-Four Dollars ($44)) less than that provided under such applicable Section for life, and in the event of his death within the period of ten (10) years after the commencement of such benefits, the same benefits shall be payable for the remainder of such ten (10) year period to a beneficiary designated by the Participant, or if no such beneficiary shall have been designated who is living at his death, then to such Participant's estate.

(1) In the event of the death of the primary beneficiary within the period of ten (10) years after commencement of such benefits, the same benefits shall be payable for the remainder of such ten (10) year period to the secondary beneficiary designated by the Participant, or if no such secondary beneficiary shall have been designated by the Participant, said benefits shall be payable to the primary beneficiary's estate.

(2) In the event of the death of the secondary beneficiary within the period of ten (10) years after commencement of said benefits, said benefits shall be payable to the estate of the secondary beneficiary.

II. Contingent Annuitant Option: Effective July 1, 1988, Contingent Annuitant Options will become available to provide a reduced monthly benefit to the Participant for life and continue either fifty percent (50%) or one hundred percent (100%) of such reduced monthly benefit to the Participant's surviving spouse for the spouse's lifetime if the Participant predeceases the spouse. The monthly benefit reduction will be actuarially determined based upon the ages of the Participant and his spouse at the time of retirement. Exhibit II provides the Contingent Annuity Option Reduction Schedule.

EXHIBIT VI

DEATH BENEFITS

Before January 1, 1988: If any Participant with twenty-five (25) years or more of Credited Service shall die prior to retirement and shall have filed a written election to receive Optional Benefits with the Pension Committee not less than ninety (90) days prior to death, Optional Benefits shall be payable after such Participant's death for ten (10) years to a beneficiary designated by such Participant, or, if no such designated beneficiary is living at the Participant's death, then to such Participant's estate. All beneficiary designations and changes of beneficiary designations shall be in writing, signed by the Participant, and shall not be effective unless filed with the Pension Committee. Pension benefits will be computed as if the Participant retired and made application for pension the day preceding death and will be effective the first of the month following the date of death.

EXHIBIT VII

SUPPLEMENTAL PENSION BENEFIT

The amount of the supplemental pension benefit described in Section 4.02(c), Section 4.03(a), Section 4.06(c) and Exhibit III is determined as set forth below.

Monthly Supplemental Pension Benefit Per $1,000 of Sick Leave Amount	Number of Years of Monthly Payments
$ 26.01	3
16.65	5
9.72	10
7.50	15
6.44	20