

AMENDMENT NO. 09-02

TO THE

RULES AND REGULATIONS

OF THE

MEBA 401(k) PLAN

The MEBA 401(k) Rules and Regulations, as heretofore amended, shall be further amended as follows by adding a new Section 4.08 effective July 1, 2009:

4.08 LOANS

Unless otherwise specified under the terms of an applicable Agreement, effective July 1, 2009, each Participant and alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code ("Participant" for purposes of this Section 4.08) may request a loan of a portion of the vested balance of his Accumulated 401(k) Share under the Plan. For clarity, a Beneficiary may not request a loan under this Section 4.08. All loans made to a Participant from the Trust Fund shall be subject to the rules and regulations herein set forth.

(a) General

The Trustees shall determine the time or times each year when loans shall be made available to Participants, and may formulate a loan policy containing such rules and procedures consistent with the provisions contained in this Section, as it deems appropriate.

(b) Availability

Loans shall be made available to all Participants (including alternate payees under a qualified domestic relations order as defined in Section 414(p) of the Code and former Employees, but excluding Beneficiaries) on a reasonably equivalent basis, except that the Plan Administrator may make reasonable distinctions based upon the loan applicant's credit-worthiness or other obligations, state law restrictions affecting deductions for repayment, and other factors that may adversely affect the ability to assure timely repayment. The Plan Administrator may reduce or refuse a requested loan where it determines that timely repayment of the loan is not assured. Only one loan shall be

outstanding at any time. A new loan application may not be made until all outstanding loans have been repaid in full.

(c) Loan Amount

No loan may be made to a Participant to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:

(i) \$50,000, reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or

(ii) one-half of the vested Participant's Accumulated 401(k) Share balance.

For purposes of the above limitation, all loans from all plans of any Employer shall be aggregated. No loan shall be made hereunder in an amount less than \$1,000.

(d) Loan Length

The loan shall be repayable by deduction from the bank account designated by the Participant and shall by its terms require that repayment of the loan be amortized in level payments of principal and interest, not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan, or 20 years if such loan is used to acquire a dwelling unit which, within a reasonable time, will be used as the principal residence of the Participant. The repayment terms shall be in full annual increments of 12-month periods, with no partial years allowed, up to the foregoing maximums. No extension of the maximum repayment period hereunder shall be permitted. A Participant shall be permitted to prepay a loan in full (including all accrued interest up to the date of payment) without penalty at any time.

(e) Interest Rate

The loan shall be evidenced by a note and shall be secured by the Participant's Accumulated 401(k) Share and by such other security, if any, as the Trustees may require. Each loan shall bear a fixed rate of interest equal to one (1) percent above the prime rate as calculated by Reuters on the last day of the month preceding the month in which application for the loan is made.

(f) Security for Repayment

A note evidencing a loan to a Participant shall be an asset of the Trust which is allocated to the Accumulated 401(k) Share of the Participant, and shall for purposes of the Plan be

deemed to have a fair market value at any given time equal to the unpaid balance of the note plus the amount of any accrued but unpaid interest.

(g) Hierarchy of Accounts

A Participant may borrow from his Elective Contributions Account, Matching Contribution Account (to the extent vested therein), Rollover Account and After-tax Contributions Account.

The amount of any loan shall be deemed an investment of, and allocated to, the vested portion of the Participant's Accumulated 401(k) Share in the following order: the Participant's After-tax Contributions Account; Rollover Account, Matching Contributions Account (to the extent vested therein); Elective Contributions Account and, subject to any limitations of the Investment Funds selected, shall be taken from the Participant's Investment Fund or Funds on a pro rata basis.

Loan repayments shall be applied to the Participant's Accumulated 401(k) Share in the following order: the Participant's After-tax Contributions Account; Rollover Account, Matching Contributions Account; and Elective Contributions Account and shall be invested in accordance with the Participant's investment options then in effect.

(h) Default

Failure to make any installment when due under the terms of the loan (taking into account any grace period) for any reason, including but not limited to (i) failure to pay the full amount of any payment on the date it is due; or (ii) death of the Participant, shall be an event of default and shall result in a deemed distribution of the entire outstanding balance of the loan at the time of such default. In no event shall the grace period for any required installment extend beyond the last day of the calendar quarter following the calendar quarter in which the required installment was due.

In the event of default, foreclosure on the note and attachment of the security shall not occur until a distributable event occurs. If, at the time benefits are to be distributed to a Participant or Beneficiary, there remains any unpaid balance of a loan hereunder, such unpaid balance shall become immediately due and payable in full. Such unpaid balance, together with any accrued but unpaid interest on the loan, shall be deducted from the Participant's Accumulated 401(k) Share before any such distribution of benefits are made.

If repayment is not made within the foregoing grace period, the entire outstanding balance of the loan will be deemed a distribution from the Plan to the Participant for tax purposes. Whenever a default occurs, the Plan Administrator is authorized to take such

action as it deems necessary or desirable to preserve Plan assets. A deemed distribution to the Participant for tax purposes will be reported to the Internal Revenue Service as a taxable distribution and may result in immediate recognition of income by the Participant, as well as a possible ten (10) percent early-distribution tax penalty. However, even if the loan is treated as a taxable distribution, it still must be repaid according to its terms and interest will continue to accrue. As a result, a defaulted loan will count as an outstanding loan and will prevent a Participant from subsequently borrowing, or refinancing the outstanding loan, against his account balance in the Plan, unless the outstanding loan balance on the defaulted loan is repaid.

(i) Refinancing

No loan may be made to a Participant to the extent that at the time such loan is requested, there is outstanding a prior loan made to the Participant under this Plan. Notwithstanding the preceding, a Participant may refinance an existing loan if (i) the Participant's loan is still in active status on or before its original maturity date (i.e., payments are still being made on the loan and it is not in default); and (ii) the maturity date of the refinanced loan is less than five years from the date of commencement of the original loan. If the original loan was used to acquire the principal residence of the Participant, the loan may be refinanced if the condition of (i) above is satisfied, even if the maturity date of the original loan is greater than five (5) years.

(j) Military Leave

Loan repayments for Employees will be suspended during periods of uniformed military service as determined under the Uniformed Services Employment and Reemployment Rights Act of 1994. Upon the Employee's timely return to employment after such service, the Employee may re-amortize the remaining loan balance so that the entire outstanding amount (including interest that accrued during the suspension) is repaid by the end of the original loan term plus the period of uniformed military service for which the loan payments were suspended. The interest rate shall not exceed six (6) percent during an Employee's period of military service pursuant to the Servicemembers Civil Relief Act of 2003.

(k) Domestic Relations Order

No loan shall be made to a Participant during a period when a domestic relations order affecting his Accumulated 401(k) Share is under review for a determination of qualification as a Qualified Domestic Relations Order. In addition, a default on an existing loan will occur if a distribution is required to be made from a Participant's Accumulated 401(k) Share under a Qualified Domestic Relations Order and the amount

of the required distribution exceeds the value of the Accumulated 401(k) Share less the outstanding loan balance.

(l) Cost Paid by Participant

All costs and expenses in connection with obtaining and maintaining a loan and securing the Plan's security interest therein, shall be deducted from the Participant's Accumulated 401(k) Share.

Adopted in Principal: February 12, 2009

Effective Date: July 1, 2009

Language Approved: June 18, 2009