

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS  
401(k)RETIREMENT PLAN  
FOURTH AMENDMENT**

Pursuant to the Board of Trustees power to amend the Plan as reflected in Article XI, Section 11.1 of the Plan Document, the Board of Trustees hereby amend the Plan by adopting this Fourth Amendment modifying Section 2.7 and adding Section 7.14 as follows:

*Section 2.7 Cash-Out* currently reads:

A "Cash-Out" may be involuntary or voluntary.

An involuntary Cash-Out is a distribution of Accrued Benefit to a former Participant which meets the following requirements: (i) the former Participant's entire non-forfeitable Accrued Benefit is distributed to him, (ii) the present value of the non-forfeitable Accrued Benefit of the Participant does not exceed \$3,500 in Plan Years beginning before August 6, 1997 or \$5,000 in Plan Years beginning after August 5, 1997, and (iii) the distribution is made on account of the Employee's termination of participation in the Plan and no later than the end of the second Plan Year following such termination.

A voluntary Cash-Out is a distribution of Accrued Benefits to a former Participant which meets the following requirements: (i) the former Participant has voluntarily elected to receive the distribution, and (ii) the distribution is made on account of the Employee's termination of participation in the Plan and no later than the end of the second Plan Year following such termination.

Effective June 30, 2005, Section 2.7 shall be modified to read as follows:

A "Cash-Out" may be involuntary or voluntary.

An involuntary Cash-Out is a distribution of Accrued Benefit to a former Participant which meets the following requirements: (i) the former Participant's entire non-forfeitable Accrued Benefit is distributed to him, (ii) the present value of the non-forfeitable Accrued Benefit of the Participant does not exceed \$3,500 in Plan Years beginning before August 6, 1997 or \$5,000 in Plan Years beginning after August 5, 1997, (iii) the distribution is made on account of the Employee's termination of participation in the Plan and no later than the end of the second Plan Year following such termination, and, effective June 30, 2005, (iv) if the present value of the non-forfeitable Accrued Benefit of the Participant does not exceed \$1,000.00, the former Participant's entire non-forfeitable Accrued Benefit will be distributed to him however, if the present value of the non-forfeitable Accrued Benefit of the Participant is greater than \$1,000.00, but less than \$5,000.00, the former Participant's entire non-forfeitable Accrued Benefit will be distributed to him in the form of a direct rollover to an individual retirement account in the name of the participant to a custodian designated by the plan administrator.

A voluntary Cash-Out is a distribution of Accrued Benefits to a former Participant which meets the following requirements: (i) the former Participant has voluntarily elected to receive the distribution, and (ii) the distribution is made on account of the Employee's termination of participation in the Plan and no later than the end of the second Plan Year following such termination. Voluntary Cash-Outs are further restricted by the Leaving the Trade provisions of the Plan.


Effective June 30, 2005, Section 7.14 shall be added to the Plan Document and shall read as follows:

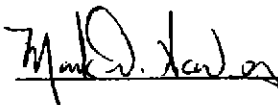
*Section 7.14 Mandatory Rollover of Involuntary Cash-Out Distribution*

In the event of an involuntary cash-out distribution greater than \$1,000.00 but less than \$5,000.00, in accordance with the provisions of Sections 2.7 and 7.13, if the participant neither elects to have such distribution paid directly to an eligible individual retirement account or to an eligible retirement plan designated by him nor to receive the distribution directly in accordance with Section 7.1, then the plan administrator will pay the distribution in the form of a direct rollover to an individual retirement account in the name of the participant to a custodian designated by the plan administrator.

AGREED TO THIS 30<sup>TH</sup> DAY OF JUNE, 2005.

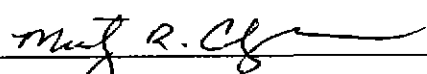
Employer Trustees

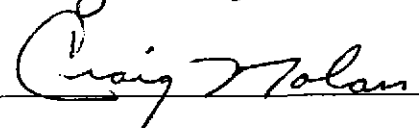
  
\_\_\_\_\_

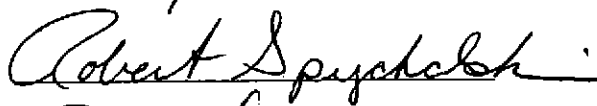
  
\_\_\_\_\_

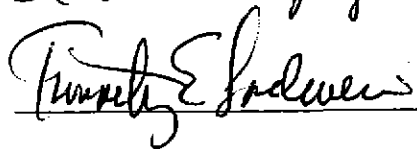
Union Trustees

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_