

AMENDMENT NO. 17-2
TO THE
RULES AND REGULATIONS
OF THE MEBA 401(K) PLAN

At their November 30, 2017 meeting, the Trustees of the MEBA 401(k) Plan (the "Plan") approved changes to the Plan's Rules and Regulations as set forth below:

1. Effective August 24, 2017, Section 6.11 shall be amended to read as follows (*new language shown in bold italics*):

Section 6.11 Overpayments

In the event an Employee, Participant, *Spouse, alternate payee* or Beneficiary is paid *benefits in* an amount *greater than the amount* to which he was entitled pursuant to the appropriate rules, Regulations and interpretations of the Plan, the *Plan has the right to recover such benefit payments (hereinafter "Overpayments")*. *In addition to its other remedies, the Plan may recover Overpayments by offsetting any future benefits otherwise payable by the Plan to a Participant or to any person who is entitled to benefits with respect to that Participant, including but not limited to a Spouse, alternate payee, or Beneficiary. The Plan may offset any benefit payable under the Plan, including but not limited to uninsured death benefits and joint and survivor benefits.* Future *benefit* payments, if any, shall be made on the correct and appropriate basis.

The Plan shall have a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan on any Overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by the Employee, Participant, Spouse, alternate payee, Beneficiary, or third party for the benefit of the Plan until paid to the Plan. By accepting benefits from the Plan, the Employee, Participant, Spouse, alternate payee, or Beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any Overpayment. The Employee, Participant, Spouse, alternate payee, or Beneficiary agree to cooperate with the Plan by reimbursing all amounts due and agree to be liable to the Plan for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any Overpayment and agree to pay interest at the rate determined by the Trustees from the date of the Overpayment through the date that the Plan is paid the full amount owed.

In addition to its right to recover Overpayments by offset, the Plan also has the right to recover Overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid, including their estate. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and

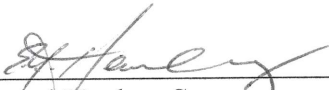
costs, incurred by the Plan in connection with the collection of any Overpayment or the enforcement of any of the Plan's rights to repayment. Any refusal by the Employee, Participant, Spouse, alternate payee, or Beneficiary to reimburse the Plan for an Overpayment will be considered a breach of the agreement with the Plan that the Plan will provide the benefits available under the Plan and that the Participant will comply with the rules of the Plan. Further, by accepting benefits from the Plan, the Employee, Participant, Spouse, alternate payee, or Beneficiary affirmatively waive any defenses available to any of them in any action by the Plan or Trustees to recover Overpayments or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law. The Plan has the right to file suit in any state or federal court that has jurisdiction over the Plan's claim.

Effective Date: August 24, 2017

Language Approved: November 30, 2017



H. Marshall Ainley, Chairman



Edward Hanley, Secretary

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