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March 4, 1996

Office of Employee Benefits Security  
Labor-Management Services Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

Re: James D. Hinson Electric Contracting Co., Inc.  
Profit-Sharing Plan and Trust Agreement

Gentlemen:

Enclosed is a copy of the Summary Plan Description for  
the referenced profit-sharing plan and trust agreement.

Sincerely,



H. LEON HOLBROOK

HLH/lh

Enclosure

cc: Mr. James D. Hinson  
Tommy J. Pennywitt, C.P.A.

SUMMARY PLAN DESCRIPTION  
OF PROFIT-SHARING PLAN AND TRUST AGREEMENT  
FOR JAMES D. HINSON ELECTRICAL CONTRACTING CO., INC.

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1. NAME OF PLAN AND EMPLOYER: The name of this Plan is Profit-Sharing Plan and Trust Agreement of James D. Hinson Electrical Contracting Co., Inc. The names, addresses and telephone numbers of the Employers whose employees are covered by this plan are James D. Hinson Electrical Contracting Co., Inc., 11609 Columbia Park Drive, West, Jacksonville, Florida 32258, (904) 262-3805.

2. IDENTIFICATION NUMBERS OF PLAN: The Employer identification number assigned to the Plan Sponsor is 59-2385218. The Plan number assigned by the Plan Sponsor is 001.

3. TYPE OF PLAN AND ADMINISTRATION: This Plan is a Profit-Sharing Plan and Trust Agreement. The Plan is self-administered by the Employer.

4. NAMES AND ADDRESSES OF ADMINISTRATOR, AGENT FOR SERVICE OF PROCESS AND TRUSTEES: The name and address of the Plan Administrator and the Agent for service of legal process is the Employer whose name and address are set out above. Service of legal process may be made upon a plan trustee or the plan administrator. The names and addresses of the principal place of business of the Trustees of the plan are James D. Hinson and Shirley M. Hinson, 11609 Columbia Park Drive, West, Jacksonville, Florida 32258.

5. PARTICIPATION IN PLAN:

A) Eligibility to Participate: Any current or future Employee who has completed one (1) year of service with the Employer, starting from the date of his initial employment, and who is not covered by a collective bargaining agreement, shall be eligible to participate hereunder as of the effective date of participation.

B) Normal Retirement Age and Eligibility to Receive Benefits: Normal retirement is at age sixty-five (65) or the fifth (5th) anniversary of the participant's participation in the plan, whichever is later, for all participants. A participant is eligible to receive benefits equal to his vested interest in his account balance.

C) Effective Date of Participation. An eligible Employee shall become a participant effective as of the first day of the Plan Year next following the date on which such Employee met the eligibility requirements of Paragraph 5(A) above. However, notwithstanding the foregoing, an Employee shall commence participation in the Plan no later than the date six (6) months after such Employee has completed a Year of Service.

D) Description of Plan Benefits: Participants or their beneficiaries are entitled to benefits equal to the full amount in their account in the event of the participant's normal retirement, total and permanent disability or death. In the event of resignation or discharge prior to the normal retirement age and unless the participant's account is fully vested, reduced benefits equal to the portion of the participant's account which has been vested at that time are provided. Distribution of funds due to a terminated Participant shall be made on the occurrence of an event which would result in the distribution had the terminated Participant remained in the employ of the Employer (upon the Participant's death, disability, early or normal retirement). If, however, the value of a terminated Participant's vested benefit derived from Employer and Employee contributions does not exceed \$3,500.00, the Administrator shall direct the Trustee to cause the entire vested benefit to be paid to such Participant in a single lump sum. Participants must consent to distributions in excess of \$3,500.00. Vesting of the participant's account is explained in paragraph 8(B) below.

E) Manner of Payment: Whenever benefits are payable to a participant or his beneficiary, the method of payment shall be one of the following methods:

- i) a lump sum;
- ii) periodic equal installments;
- iii) direct transfer to retirement plan or individual retirement account.

F) Designation of Beneficiary: A participant may designate a beneficiary to receive benefits which become payable after the participant's death. The designation shall be made in writing on a form provided by the Administrator. If the participant dies prior to retirement leaving a surviving spouse, the surviving spouse is entitled to all death benefits payable under this plan on behalf of the participant unless the surviving spouse has made a valid informed written consent to the designation of some other

beneficiary. The participant may change the beneficiary from time to time by filing a later designation. In the absence of such written designation, the plan designates the beneficiary.

G) Early Retirement Benefits: A participant who is age fifty-five (55) and has fifteen (15) years of continuous service with the Employer may retire with the Employer's consent and receive benefits equal to his account balance.

6. DISQUALIFICATION, FORFEITURE OR LOSS OF BENEFIT:

A) Disqualification: A participant shall not be disqualified from eligibility to participate as long as he works at least 500 hours of service during a plan year. A participant must, however, complete at least 1,000 hours of service during a plan year in order to receive vesting credit in his account balance for that year.

B) Forfeiture: In the event of early termination of employment prior to normal retirement age, or a break in service as set forth in paragraph 8 below, for any reason, the participant is entitled to the percentage of his account balance that is vested at the time of termination or break in service. Any amount which is not vested shall be forfeited. The plan does not give any participant, employee or other person the right to be retained in the service of the Employer.

7. INSURANCE OF BENEFITS: The plan's benefits are not insured by any government or private agency because insurance is not required by the Employee Retirement Income Security Act of 1974 for this type of plan.

8. SERVICE REQUIREMENTS FOR PARTICIPATION AND VESTING OF BENEFITS:

A) Year of Service and Breaks in Service: A year of service means a plan year in which a participant has completed 1,000 hours of service. Vesting of benefits is based on years of service as described in subparagraph (B) below. A break in service shall be deemed to have occurred in the first plan year in which the employee shall not have put in more than 500 hours of service for the Employer. If an individual who has received a distribution of his or her vested account representing less than 100% of his accrued

benefit is subsequently rehired, that individual may, within two years of reemployment and not thereafter, provided he has not incurred five consecutive one year breaks in service, repay the amount of the distribution to the Trustee and become a participant again in the plan. Otherwise the terminated participant must satisfy the participation eligibility requirements set forth in paragraph 5(A) above in order to become a participant. For vesting purposes the rehired employee is credited for vesting purposes with his pre-termination years of service only if he completes one year of service after being rehired and if his total number of consecutive break years is less than the greater of five (5) years or the number of his pre-break years of service. No credit shall be received for years of service after the break until the employee completes 1,000 hours of service in any twelve (12) month period commencing with his first month after the month in which his last year of service ended.

If an employee completes 1,000 hours of service in his termination year, he receives vesting credit for that year, but he does not share in the Employer contribution for that year unless he is employed on the last day of the Plan Year. If an employee completes less than 1,000 hours of service in his termination year, he receives no allocation of the contribution to the plan and no vesting credit for such year, except that for years beginning in 1990, a participant will be allocated a portion of the contribution if he completes more than 500 hours in his termination year and is employed on the last day of the Plan Year, but will receive additional vesting credit only if he completes more than 1,000 hours. In certain situations, participants who complete more than 500 hours during a Plan Year may receive a contribution even if not employed on the last day of the year, if necessary to allow the Plan to remain qualified.

B) Vesting Accrual: The plan year is the twelve-month period commencing on January 1st and ending on December 31st. A participant's interest in his account is vested at 20% after three years of service, and 20% vesting for each year of service thereafter, with full vesting after the completion of seven years. If the aggregate of the accounts of key employees under the Plan exceeds sixty percent (60%) of all accounts, the Plan will be considered "top-heavy." If the Plan becomes top-heavy the vesting is speeded up to 20% vesting after two years of service and 20% vesting for each year of service thereafter with full vesting after the completion of six years of service.

9. CONTRIBUTIONS TO PLAN:

A) Employer Contributions: Each year the Employer will contribute to the plan an amount of its net profits as the Board of Directors shall determine. Net profits shall be computed before federal income taxes and contributions to this plan. In no event, however, shall the Employer's contributions exceed the maximum amount deductible from the Employer's income under the Internal Revenue Code. The Employer's contribution will be allocated to each participant in the proportion that his compensation bears to the compensation of all participants.

B) Participant Contributions: The Plan does not permit nor require Participant nondeductible voluntary contributions. Deductible voluntary contributions are not permitted.

10. ORGANIZATION ACCUMULATING PARTICIPANT'S ASSETS: The organization which accumulates the assets through which the benefits are provided is the James D. Hinson Electrical Contracting Co., Inc. Employees Profit-Sharing Plan and Trust Agreement. The Trustees invest the funds contributed to the plan.

11. The plan's end of the year occurs on December 31st.

12. CLAIMS PROCEDURE: Any claims for benefits under the plan shall be made by application to the Trustees. Written notice of the disposition of the claim together with reasons for any denial shall be furnished. A participant is entitled to a hearing with the Employer for the denial of a benefit. The request for the hearing must be made to the Employer on or before ninety (90) days from receipt of the notification of claim denial. A full and fair hearing of the issue shall be scheduled by the Employer within thirty (30) days of the request and a decision shall be made in writing within thirty days following the hearing.

13. PARTICIPANTS' RIGHTS UNDER ERISA: As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

A) Examine, without charge, at the plan administrator's office and at other specified locations, such as

worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions.

B) Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

C) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

D) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age sixty-five) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within thirty days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100.00 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are

discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U. S. Labor-Management Services Administration, Department of Labor.

14. OTHER INFORMATION:

A) Amendment and Termination: Any time, the plan may be amended or discontinued by the Employer. However, an amendment may not deprive a participant of the participant's vested interest. On termination of the plan or of contributions thereto, the accounts of all participants shall become fully vested. If the plan is terminated, the accounts are paid after deducting any appropriate expense.

B) Assignment: The plan is created for the benefit and protection of participants and their beneficiaries and they may not pledge, sell, assign or transfer their interests in the plan.

C) Limitations: The plan does not accord any right not specifically provided therein. Nor does it give any participant, employee or other person the right to be retained in the service of the Employer.

D) Insurance: The plan authorizes the Trustees to apply for, buy and become the owner of life or annuity insurance contracts for all participants of the plan. The plan sets forth the method of paying for the premiums; the disposition of the benefits or insurance contracts when a participant dies or terminates employment with the Employer; and the accounting procedures for insurance contracts.

E) Maternity or Paternity Leaves of Absence. Leaves of absence may be granted in connection with the birth or adoption of a child, and for this purpose sufficient hours of service will be granted in the first computation year coincident with or following such leave of absence as may be necessary to prevent a break in service.

15. The plan is administered by the Trustees. A complete copy of the plan is on file in the office of the Employer and may be read by any eligible employee at any reasonable time. Any questions regarding the plan should be submitted to the Employer. IN THE EVENT OF A CONFLICT BETWEEN THIS ANNOUNCEMENT AND THE PROVISIONS OF THE PLAN AND TRUST INSTRUMENT, THE LATTER SHALL BE CONTROLLING.