

WELFARE BENEFIT PLAN

Adoption Agreement

This Adoption Agreement is executed by and between OpTech (“Employer”) and Hantz Benefit Services, LLC., in accordance with the provisions of the Welfare Benefit Plan (“Plan”) provided by Hantz Benefit Services, LLC. The Employer hereby adopts and agrees to be bound by all of the terms of the Plan and provides the following information and makes the following elections under the Plan:

1. EMPLOYER AND PLAN INFORMATION.

- (a). Employer Name: OpTech
- (b). Employer Address: 500 Griswold Suite 1690 Detroit, MI 48226
- (c). Employer Telephone Number: 313-962-9000
- (d). Employer Fiscal Year Ends on: August 31st
- (e). Plan Name: OpTech(“Plan”)
- (f). Plan Number (501, 502, etc.): 501
- (g). Original Effective Date of Plan Adoption: September 1, 2005
- (h). If an Amendment and Restatement, Effective Date of such Amendment and Restatement: 3/1/08
- (i). Related Employers (i.e., members of controlled group) who Participate in Plan: _____

2. PLAN DEFINITIONS.

- (a). Plan Year. The Plan Year for the Plan is the 12-month period commencing each (check one) January 1 July 1 and Other (September 1) and ending the following (check one) December 31 June 30 Other (August 31), except that the first Plan Year is the short period beginning on the Effective Date and ending on the immediately following Plan Year ending date.
- (b). Plan Administration. The Plan Administrator shall be the Employer. The Plan

Administrator shall have responsibility for all functions specifically described in the Plan.

(c). COBRA Administration. The COBRA administrator shall be (check one and provide additional information, if applicable):

(i) Hantz Benefit Services, LLC.

(ii) Other (specify)

Name: _____

Address: _____

Telephone Number: _____

(d). Agent for Service of Process. The Agent for Service of Process is:

Position: OpTech

Address: 500 Griswold Suite 1690 Detroit, MI 48226

Telephone Number: 313-962-9000

If an employee, give title: _____

3. ELIGIBILITY PROVISIONS.

(a). Eligible Class of Employees. The following Employees shall be eligible to participate in the Plan (check each applicable category):

(i) All employees

(ii) All employees whose benefits are not subject to collective bargaining

(iii) All employees who participate in the collective bargaining agreement between the Employer and the following union(s).

(iv) All Employees who have completed at least 30 days of service with the Employer

- (v) All Employees who have completed at least ____ months of service with the Employer.
- (vi) Other: _____

(b) Eligible Class of Retirees.

- Retirees are *not* eligible to participate in the Plan.
- Retirees who meet the following requirements will be eligible to participate in the benefits identified in Section 4(b) below: Officers that have completed 10 years of service or as stated in contract for a merger. Employer will be responsible for a minimum of 50% of the single premium. Retired employee spouse is not eligible for coverage.

(c) Exclusions. The following Employees shall be excluded from participation in the Plan (check each applicable category):

- (i) Temporary Employees.
- (ii) Seasonal Employees.
- (iii) Contingent Employees.
- (iv) Part-time Employees working less than 30 hours per week month year
- (v) Employees covered by a collective bargaining agreement.
- (vi) All employees whose benefits are not subject to collective bargaining.
- (vii) Other: _____

(d) Coverage for Dependents.

- An Employee's dependents are *not* eligible to participate in the Plan.
- An Employee's dependents (as defined in the applicable insurance contracts and/or brochures published by the insurers of benefits or third party administrators of self-insurers of benefits or third party administrators of self-insured benefits) will be eligible to participate in the benefits identified in Section 4 (c) below

(e) Commencement of Participation Date. An employee who meets the eligibility requirements specified above will begin to participate in the Plan on:

- (i) The first day after satisfying the eligibility requirements.

- (ii) The first payroll period after satisfying the eligibility requirements.
- (iii) The first day of the month after satisfying the eligibility requirements.
- (iv) The first billing date after satisfying the eligibility requirements.
- (v) Other: _____

4. BENEFITS

(a) Benefits for Employees. The following benefits are available for selection by eligible employees under the Plan (check the applicable boxes and include the name of the insurer of benefits or the third party administrator or self insured benefits):

- (1) Health insurance insured by (1) Blue Cross Blue Shield 600 E. Lafayette Detroit, MI 48226
- (2) Self insured health benefits administered by _____
- (3) Prescription drug insurance insured by (1) Blue Cross Blue Shield 600 E. Lafayette Detroit, MI 48226
- (4) Self insured prescription drug benefits administered by _____
- (5) Dental insurance insured by Principal Financial Group 711 High Street Des Moines, IA 50392-0001
- (6) Self insured dental benefits administered by _____
- (7) Vision insurance insured by _____
- (8) Self insured vision benefits administered by _____
- (9) Life insurance insured by Lincoln Financial Group 8801 Indian Hills Drive Omaha, NE 68114
- (10) AD&D insurance insured by Principal Financial Group 711 High Street Des Moines, IA 50392-0001
- (11) Short term disability insurance insured by _____
- (12) Self insured short term disability benefits administered by _____
- (13) Long term disability insurance insured by _____

(14) Participation in the Health Savings Account sponsored by _____

(15) Other: _____

(b) Benefits for Retirees. The following benefits are available for selection by eligible retirees under the Plan (check the applicable boxes and include the name of the insurer of benefits or the third party administrator of self insured benefits):

(1) Health insurance insured by _____

(2) Self insured health benefits administered by _____

(3) Prescription drug insurance insured by _____

(4) Self insured prescription drug benefits administered by _____

(5) Dental insurance insured by _____

(6) Self insured dental benefits administered by _____

(7) Vision insurance insured by _____

(8) Self insured vision benefits administered by _____

(9) Life insurance insured by _____

(10) AD&D insurance insured by _____

(11) Other: _____

(c) Benefits for Dependents. Employees may elect coverage under the following benefits for their eligible dependents (check the applicable boxes):

(1) Health benefits.

(2) Prescription drug benefits.

(3) Dental benefits.

- (4) Vision benefits.
- (5) Dependent life insurance.
- (6) Other: _____

(d) Default Benefits. If an Employee fails to enroll when initially eligible, the Employee will receive the following default benefits:

- No benefits will be provided.
- The employee will receive the following benefits as described in Part 4(a) above
 - health benefits; prescription drug benefits; dental benefits; vision benefits; life insurance; AD&D insurance; short term disability benefits; long term disability insurance
- Other: _____

5. CONTRIBUTIONS.

The following types of contributions are provided under the Plan:

- (a) *Employer* contributions in an amount to be determined by the Employer prior to the beginning of each Plan Year.
- (b) *Employee after-tax* contributions for the following benefits:
 - Health benefits.
 - Prescription drug benefits.
 - Dental benefits.
 - Vision benefits.
 - Employee basic life insurance.
 - Employee supplemental life insurance.
 - Dependent life insurance.
 - AD&D insurance.

- Short term disability.
- Long term disability.
- (c) *Employee pre-tax* contributions (in which case the provisions of Section 3.03 of the Plan Document will apply) for the following benefits effective 3/1/08.
 - Health benefits.
 - Prescription drug benefits.
 - Dental benefits.
 - Vision benefits.
 - Employee basic life insurance.
 - Employee supplemental life insurance.
 - Dependent life insurance.
 - AD&D insurance.
 - Short term disability.
 - Long term disability.
- (d) *Employee pre-tax* contributions to the Health Savings Account described in Section 4(a)(14) of this Adoption Agreement (in which case the provisions of Section 3.04 of the Plan Document will apply).

6. TERMINATION OF PARTICIPATION

Benefits will terminate on the *earlier* of the date that the Plan terminates, or any of the following dates:

- The day of:
- Termination of employment.
- Failure to satisfy the Plan's eligibility requirements.
- Other: _____
- On the *last day of the month* following the:

- Termination of employment.
- Failure to satisfy the Plan's eligibility requirements.
- Other: _____

- Other: _____

7. FAMILY AND MEDICAL LEAVE ACT PAYMENT OPTIONS

The provision of the Family and Medical Leave Act apply to certain employers who have 50 or more employees. Under FMLA, eligible employees of a covered employer may take a leave for up to 12 weeks due to specified circumstances, including the birth of a child, the care of a newborn child, the placement with the employee of a child for adoption, to care for the employee's child, spouse or parent who has a serious health condition, or due to the serious health condition of the employee. An employee of FMLA leave is entitled to have health benefits maintained while on leave.

If an Employee takes an un-paid leave covered by the Family and Medical Leave Act, he will have the following payment options with respect to payment of his portion of the cost of coverages continued while on an FMLA leave:

- a. Pre-pay. Payment of the premiums before the unpaid FMLA begins.
- b. Pay as you go. Payment of the premiums on the same schedule as payments would have been made by employees not on leave on an after tax basis.
- c. Catch-up. The employer and employee may agree in advance that the employee will continue the group health plan coverage during the FMLA leave, but will not pay any premiums until the employee returns to work.

8. AMENDMENT INFORMATION. The terms of the Adoption Agreement may be amended from time to time by a written amendment executed by Hantz Benefit Services LLC. Provided, that any such amendment which alters or amends any of the elections or specifications set forth in this Adoption Agreement will not be effective unless the Employer consents in writing thereto. Hantz Benefit Services LLC will inform the Employer of any amendments made to the Plan. The elections or specifications set forth in this Adoption Agreement may be amended from time to time by the Employer by execution of a new Adoption Agreement, which shall be effective as provided therein or on such later date as the new agreement is accepted by Hantz Benefit Services LLC. No amendment to the Plan shall deprive any Participant of any benefits to which he/she may be entitled thereunder.

Notwithstanding the foregoing, the terms of the Adoption Agreement shall automatically terminate with respect to any Employer who no longer retains Hantz Benefits Services LLC as its representative with respect to its welfare benefits, and Hantz Benefit Services LLC shall have no further responsibility with respect to such Employer under this Plan.

9. EMPLOYER SIGNATURE. It is understood and agreed that Hantz Benefit Services LLC shall not be responsible for any tax or legal aspects of this Plan. Full responsibility therefore is assumed by the Employer, which acknowledges it has counseled with its selected legal and tax advisers. Any action taken by the Employer shall be taken as conclusive evidence of any of the matters related to this Plan, and Hantz Benefit Services LLC shall be fully protected in taking, permitting, or omitting any action on the faith thereof, and shall incur no liability or responsibility for carrying out such actions as directed by the Employer.

Signed on _____.

OpTech _____
EMPLOYER

Witness

By: _____

Title: _____

**HANTZ BENEFIT SERVICES LLC HEREBY AUTHORIZES USE OF THE
PLAN DOCUMENT BY THE ABOVE-NAMED EMPLOYER AS
REPRESENTED BY THIS ADOPTION AGREEMENT AND THE
ACCOMPANYING PLAN DOCUMENT.**

HANTZ BENEFIT SERVICES LLC

Witness

By: _____

Title: _____

(03/20/06)