Is The *Individual(k)*™ Plan Right For Me?

The *Individual(k)*™ plan may be right for you if you meet these requirements.

> Your plan must cover only you (or you and your spouse) and you (or you and your spouse) must own the entire business (which may be incorporated, unincorporated, or LLC).

> Your plan must cover only one or more partners (or partners and their spouses) in a business organized as a business partnership, and all partners must own at least 10% of the business.

Before completing the Adoption Agreement, please consult with a tax/legal advisor to determine if the *Individual(k)* plan is appropriate for you. This *Individual(k)* program is intended to be the only plan maintained by the employer. If you intend to maintain or make contributions to any other retirement plan in addition to the Ascensus *Individual(k)*, please consult with a tax/legal advisor to determine if the Ascensus *Individual(k)* program is suitable for you.

CAUTION

If your business is a corporation that includes non-spousal owners, the business does not meet the conditions to establish an Ascensus *Individual(k)* plan.

NOTE: ***Ascensus requires that a working email address be provided to receive communications and other information related to the plan. Signature ready amendments are also delivered to employers electronically with the ability to e-sign.***

(k)

How Do I Establish an *Individual(k)* Plan? It's as Easy as 1, 2, 3.

If you've decided an *Individual(k)* plan is right for you, simply follow the step-by-step instructions. Establishing an *Individual(k)* plan only takes a few minutes, but the benefits last a lifetime.

Individual(k) ESTABLISHING YOUR *INDIVIDUAL(K)* PLAN

Once you've decided to establish an *Individual(k)* plan, the process of executing the necessary paperwork is quite straightforward. The "Helpful Information" instructions located on the following page will help walk you through the steps necessary to establish an *Individual(k)* plan. A financial consultant will work with you to select the investments for your *Individual(k)* plan and will work with you to complete the appropriate paperwork for those investments.

There are three basic steps to the overall plan establishment process

Step 1: Determine Service Arrangement

Ascensus offers two service arrangements for *Individual(k)* plans to choose from.

1) **Recordkeeping Services:** With this service Ascensus will provide plan document support and maintenance for your *Individual(k)* plan. As necessary, Ascensus will provide the IRS required amendment and restatement plan documents. In addition to the plan document services, Ascensus will provide recordkeeping services outlined on the Recordkeeping Service Agreement, Form C, Schedule A. Applicable fees are outlined on Form C, Schedule B.
2) **Document Compliance Services:** With this service Ascensus will provide plan document support and maintenance for your *Individual(k)* plan. As necessary, Ascensus will provide the IRS required amendment and restatement plan documents. With this service arrangement, Ascensus will not have access to financial information regarding the plan nor will a fee be paid to Ascensus from the plan sponsor.

Step 2: Establish Your Plan

To establish your plan, a plan document must be executed. By completing, signing and dating the Adoption Agreement, Form A below, you have executed a plan document. Please see the "Helpful Information" instructions for assistance in completing Form A.

Important: ***The IRS Issued Employer Identification Number (EIN) is required for tax reporting. For the privacy and protection of your Social Security Number, Ascensus will require you to have an EIN. If you haven't already done so, obtain your EIN by applying online on the IRS website (www.irs.gov).***

Step 3: Establish Plan Services

To establish plan services determined in Step 1, please provide the following information:

Form	Send to Ascensus for Recordkeeping Services	Send to Ascensus for Document Compliance Services	Send to Pershing	Send to Broker/Dealer	Retained by Owner
Adoption Agreement (Form A)	Copy	Copy	Copy	Copy	Original
Designation of Beneficiary Form (Form B)	N/A	N/A	Copy	Copy	Original
Recordkeeping Service Agreement (Form C including schedules)	Copy	N/A	N/A	Copy*	Original*
Ascensus Recordkeeping Service Application (Form C1)	Copy	N/A	N/A	Copy*	Original*
Employee Data Worksheet (Form D)	N/A	N/A	Copy	Copy	Original
Retirement Plan Contribution Form (Form E)	Copy	N/A	Copy	Copy	Original
Pershing Retirement Products Fee Schedule (Form F)	N/A	N/A	N/A	N/A	Original
Document Compliance Services Contact Information Form (Form G)	N/A	Copy	N/A	Copy*	Original*
Check payable to Ascensus for Installation and first-year recordkeeping fees	Yes**	N/A			

**If applicable based on service arrangement selected (see Step 1)*

*** Unless invoice option is selected (See Form C1)*

Be Sure To:

- ☐ Apply for an Employer Identification Number (EIN) at www.irs.gov
- ☐ Complete, sign and date all forms *(as applicable based on service arrangement selected)*
- ☐ Obtain the six-digit Business Code at www.irs.gov/instructions/i5500ez *(only required if selecting recordkeeping services)*
- ☐ Make copies of the forms. Keep the original for your records.

When Completed, Send Applicable Items to

Ascensus for Recordkeeping Services:
Fax: 218-855-6010
Email: balforindividual_k@ascensus.com
Regular Mail: Ascensus, Attn: *Individual(k)*, PO Box 807, Brainerd, MN 56401
Express Mail: Ascensus, Attn: *Individual(k)*, 124 8th Avenue NE, Brainerd, MN 56401, 218-825-5000

Ascensus for Document Compliance Services:
Fax: 218-825-5713
Email: pershingplandocs@ascensus.com
Regular Mail: Ascensus DCS Unit, PO Box 726, Brainerd, MN 56401
Express Mail: Ascensus DCS Unit, 415 8th Avenue NE, Brainerd, MN 56401, 218-825-5000

Pershing: Pershing LLC, Attn: New Accounts Department, One Pershing Plaza, Jersey City, NJ 07399

Broker/Dealer: See Financial Advisor

What's Next?

Ascensus Recordkeeping Services: Upon receipt of your completed Plan Establishment Kit, Ascensus will establish your Plan on Ascensus' recordkeeping system. Ascensus will then review the forms to ensure they are properly executed. If additional information is required, Ascensus will contact you or your Financial Advisor. Once your Plan has been completely installed, Ascensus will provide a welcome packet. The packet will be emailed to you if an email address is available. Your welcome packet will provide you with the instructions on funding your newly established *Individual(k)* plan, a guide for administering your plan, and certain operational forms.

IMPORTANT NOTE: *Instructions on the remittance of contributions to your Plan will be included in your welcome packet.*
(DO NOT REMIT CONTRIBUTIONS TO ASCENSUS.)

The recordkeeping service Ascensus provides to Individual(k) *plans is an accounting of the plan by money type (i.e., deferral, profit sharing, rollover, etc.). Contributions for the report period are posted to the account by money type, according to the instructions provided to Ascensus by the client. The net gain or loss of the entire investment account is applied to the money types on a pro-rata basis. Therefore, the Ascensus* Individual(k) *product requires that all money types use the same investment elections when it comes to the investment of contributions so that earnings are properly applied. Additionally, any transaction that is a transfer of assets between investments is also considered to be completed pro-rata per money type.*

NOTE: *The addition of Roth uses a different methodology than described and illustrated above. Roth monies are held in a separate account, any net gain or loss in that investment account is applied to only the Roth monies. Additional fees apply.*

Ascensus Document Compliance Services: Upon receipt of Forms A and G, Ascensus will establish your plan on Ascensus' Document Compliance Services system. Ascensus will then review the forms to ensure they are properly executed. If additional information is required, Ascensus will contact you or your Financial Advisor. Once Forms A and G are submitted and complete, the plan establishment process with Ascensus is complete. Ascensus will notify you in the future when IRS required amendments or restatements are needed.

Questions for Ascensus?

Recordkeeping Services:
Phone: 1-877-221-0238
Email: balforindividual_k@ascensus.com

Document Compliance Services:
Phone: 1-866-775-9118
Email: pershingplandocs@ascensus.com

Please follow the directions below and make sure all required sections of the enclosed forms are completed to avoid delays in establishing your plan.

FORM A – ADOPTION AGREEMENT

These instructions are designed to help you, the business owner, along with an attorney and/or tax advisor, review and complete the Adoption Agreement for your *Individual(k)* plan. These instructions are to be used as a general guide and are not intended as a substitute for qualified legal and tax advice. We recommend that you obtain the advice of a legal or tax advisor before you sign the Adoption Agreement.

You will use Form A, the *Individual(k)* Adoption Agreement, to execute your *Individual(k)* plan document. Once completed, this Adoption Agreement, along with the Basic Plan Document in this packet, will constitute your *Individual(k)* Plan Document—the legal documents governing your *Individual(k)* plan.

EMPLOYER INFORMATION

This section defines the employer information for the *Individual(k)* plan.

Name of Adopting Employer	Generally the Name of the Adopting Employer is your name or name of business (e.g., Johnson Consulting Services).
Adopting Employer's Federal Tax Identification Number	The Adopting Employer's Federal Tax Identification Number (EIN) must be that of the business entity, not your social security number as the owner of the business, even for a sole proprietorship. An EIN can be quickly obtained at no cost from the IRS website at www.irs.gov. The EIN is required for tax reporting purposes.
Adopting Employer's Tax Year End	Indicate your business tax year end (e.g., 12/31).
Name of Plan	The Name of Plan should be different from the Name of Adopting Employer and should indicate the plan type (e.g., Johnson Consulting Services *Individual(k)* Plan).
Plan Sequence Number	The Plan Sequence Number is used on the IRS Form 5500 to identify an employer's particular plan to the IRS. If you are adopting your *Individual(k)* plan as an amendment and restatement of an existing plan, the Plan Sequence Number should remain the same as the Plan Sequence Number of the plan you are restating. Otherwise, you should enter a three digit Plan Sequence Number that indicates the number of this plan in the sequence of all plans you have previously maintained. For example, if this is the first plan you have ever adopted for your business, the Plan Sequence Number will be 001. If this plan represents the second plan you have ever established, the Plan Sequence Number will be 002, and so on. For purposes of the Plan Sequence Number, you do not include SEP-IRA and SIMPLE IRA plans.
Adopting Employer's Fiscal Year End	Indicate your business fiscal year end (e.g., 12/31).
Type of Business	Select your Type of Business.
Owner's Information	Provide owner name and information. Be sure to check Omnibus if Ascensus will be the Recordkeeper for your plan. **NOTE:** *the Pershing account number must be provided to set up plan.*

SECTION 1: EFFECTIVE DATES

Part A: New Plan Effective Date

Used for startup/new plans only to indicate when the plan initially becomes effective. The Elective Deferral Effective Date for new plans is also indicated in this section.

Effective Date	An *Individual(k)* plan is designed to operate on the same 12-month period as your business tax year, meaning the plan year will generally run January 1 through December 31. As a general rule, you will want to establish your *Individual(k)* plan effective as of January 1 of the calendar-year in which you are establishing the plan. The Effective Date determines the measuring period in determining compensation to be used for profit sharing allocations. Choosing a date other than the first day of the plan year will create a short plan year. If a short plan year is elected, you must consider the impact on compensation for contributions (e.g., only compensation earned during the plan year can be included and contribution limits will generally be prorated).
Elective Deferral Effective Date	The Elective Deferral Effective Date must be a current or future date and must not pre-date the plan Effective Date. If no option is selected, the Elective Deferral Effective Date will be the next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or becomes effective.

Part B: Existing Plan Amendment or Restatement Date

This section is completed if you are establishing your plan as an amendment or restatement of an existing plan. **NOTE:** *Ascensus will request additional information from you regarding your prior plan once your plan is established if you choose to have Ascensus act as the recordkeeper for your plan.*

Initial Plan Document Effective Date	The Initial Plan Document Effective Date of the plan should reflect the original effective date of the plan prior to Ascensus.
Frozen Plan Effective Date	If the plan is frozen, the date it became a frozen plan is indicated (If a plan is frozen, no contributions will be made to the plan based on compensation earned after the effective date of the frozen plan; however, loan payments may continue to be deposited.)
Amendment or Restatement Effective Date	Generally, the Amendment or Restatement Effective Date will be the date that amended provisions will take effect in the plan. This date should coincide with when Ascensus takes over the recordkeeping.

SECTION 2: ELIGIBILITY

An *Individual(k)* plan is designed for use by businesses that either do not have any employees (with the exception of spouses of business owners) or businesses that only employ employees that may be excluded from coverage under federal laws governing qualified retirement plans. This section allows you to establish the eligibility criteria that will determine who is eligible to participate in this plan. It is important to note that you, the business owner, are also subject to the eligibility criteria you establish. **Refer to the front of this packet for additional information regarding the Ascensus *Individual(k)* product requirements.**

Part A: Age and Eligibility Service

This section allows you to elect a minimum age and service requirement for eligibility to participate in the plan. The eligibility criteria selected will apply to both profit sharing and elective deferrals.

Age Requirement	The Age Requirement cannot be greater than 21. If no age is specified, there will be no age requirement.
Eligibility Service Requirement	A year of eligible service is defined as completion of 1,000 hours of service during the eligibility computation period, unless less than one year of service is required. The Eligibility Service Requirement cannot be longer than one year. If no option is selected, no eligibility service will be required.

Part B: Employees Employed as of a Specified Date

This provision may be completed to waive the age and eligibility service requirements for employees that were employed as of date specified. This provision is available either at the time of establishment of a new plan or upon an amendment to the plan.

Age and Eligibility Waiver	You may elect this provision if your business was only recently established in order to avoid excluding yourself from participation because you have included a service requirement for eligibility which you have not met. Even with an age and eligibility waiver, all employees must satisfy an entry date before becoming a participant in the plan. Entry dates are defined as the first day of the plan year and the first day of the seventh month of the plan year. **NOTE:** *The waiver will only apply if Option 1 is selected and a date is specified. If no defined classes of employees (i.e. owners, owners and spouses, partners) are specified, all employees on the specified date will be subject to the waiver.*

SECTION 3: CONTRIBUTIONS

This section identifies whether employees may make Roth Elective Deferrals into the plan in addition to pre-tax Elective Deferrals.

Elective Deferrals	If no option is selected, Elective Deferrals will be allowed.
Roth Elective Deferrals	If no option is selected, Roth Elective Deferrals will be allowed. **NOTE:** *Ascensus assumes you do not want to permit In-Plan Roth Rollovers. Contact Ascensus for the In-Plan Roth Rollover Amendment if you want to allow In-Plan Roth Rollovers. The plan must permit Roth Elective Deferrals in order to have In-Plan Roth Rollovers.*

SECTION 4: VESTING AND FORFEITURES

No elections are required for Section 4. Employer contributions are 100% vested immediately in accordance with Section 4.01A.1. of the Basic Plan Document.

SECTION 5: DISTRIBUTIONS AND LOANS

Loans	Selecting “Yes” to this provision does not mean you will be required to take a loan. It simply ensures that you will have the flexibility to take a loan if you so desire. If no option is selected, the plan **will not** allow for loans. **NOTE:** *The Ascensus recordkeeping* Individual(k) *product allows for only one outstanding participant loan at a time.*

SECTION 6: DEFINITIONS

No elections are required for Section 6. This section of the Basic Plan Document provides definitions to certain terms used throughout the document.

SECTION 7: OMITTED

SECTION 8: TRUSTEE

Part A: Trustee

This section defines who the Trustee is for the plan.

Trustee Appointment	Pershing **requires** you to assign someone (generally yourself) or a Financial Organization to act as Trustee for your plan. **NOTE:** *The name of the business (or company name) may not be listed as a Trustee.*
Type of Trustee	If an individual is named as Trustee, they will be a discretionary trustee. If a Financial Organization is named as the Trustee, the Financial Organization will typically be named as a Directed Trustee and therefore would not have any discretionary authority over the plan assets or operation.
Trustee Signature	The designated Trustee must complete and sign Part A. 1. c.
Trust Agreement	If a Financial Organization is Trustee, the Financial Organization must note if a separate trust agreement applies. If no option is selected, the trust provisions contained in the Basic Plan Document, Section 8 will apply.
Limited Trustee	Each plan must list a "Limited" Trustee for the sole purpose of ensuring timely deposit of contributions. The Limited Trustee will default to the Individual Trustee, if one is named in Part A. 1. c., unless someone else is named here.

Part B: OMITTED

SECTION 9: EMPLOYER SIGNATURE

This section identifies the Prototype Document Sponsor and includes the employer's authorized signature.

Prototype Document Sponsor	The Prototype Document Sponsor is the entity that has an opinion letter from the IRS for the document that is adopted.
Authorized Employer Signature	Your signature as the Adopting Employer is required in Section 9 to properly execute the Adoption Agreement. The signature date should be the date the document is signed. The document should be signed no later than the last day of the plan year for which the plan is adopted. For an amended or restated plan, the Date Signed should generally be no later than the Amendment or Restatement Effective Date.

FORM B – DESIGNATION OF BENEFICIARY

Now that you have completed your *Individual(k)* plan document, you are ready to designate the beneficiaries who will receive your *Individual(k)* plan assets in the event of your death. If there is more than one business owner that will be covered under this plan (including spouse employees), you should make photocopies of Form B for each eligible plan participant. Under the federal laws governing qualified retirement plans, you are required to receive the notarized, written consent of your spouse if you elect to name someone other than or in addition to your spouse as your primary beneficiary. Send a copy to Pershing. Keep the signed original for your records. Do not send Ascensus a copy.

FORM C – RECORDKEEPING SERVICE AGREEMENT (if applicable)

This document outlines the third-party administrative services that will be provided by Ascensus if you choose to have Ascensus act as the recordkeeper of your plan.

Employer	Enter your name or name of your business (e.g., Johnson Consulting Services) consistent with what was entered in Form A – Adoption Agreement.
Plan	Enter the name of the plan (e.g., Johnson Consulting Services *Individual(k)* Plan) consistent with what was entered in Form A – Adoption Agreement.
Effective Date	Enter the Effective Date of the agreement, in Section 1. **This date should be a current date (mm/dd/yyyy).**
Signatures	You, as the Employer, must complete, sign, and date Section 9.

FORM C1 – ASCENSUS RECORDKEEPING SERVICE APPLICATION (if applicable)

This form is used to supply pertinent information that will be needed during the installation process if you choose to have Ascensus act as the recordkeeper of your plan.

Plan Information	The Employer Contact Person is who and where Ascensus will send all communication relevant to your plan. A working email address is **required** to receive notices, reports, materials, disclosures and other information related to the plan. Ascensus must be promptly notified of any changes to this section. The six digit Business Code can be obtained at www.irs.gov/instructions/i5500ez. The list can be found under the section titled Forms 5500 and 5500EZ codes for Principal Business Activity.
Financial Advisor Information	Enter your financial advisor information. A working email address is **required** to receive copies of notices, reports, materials, disclosures and other information related to the plan. Ascensus must be promptly notified of any changes to this section.
Designation of Successor Plan Administrator/Trustee	If you are the sole owner of the business sponsoring the plan, you must designate a Successor Plan Administrator/Trustee. The Successor Plan Administrator/Trustee is the person that Ascensus would work with to distribute the plan assets to the beneficiaries, if the Plan Sponsor (owner) were to pass away. The **designated Successor Plan Administrator/Trustee** (not the employer) must sign this section of the form.
Recordkeeping Payment Options	Make your check payable to Ascensus in the amount of the installation, first year's annual service fee and additional participant fee (if applicable) or choose the option to be invoiced after your plan has been completely installed.
Participant Information	Provide participant information for each participant in the plan. Investment election percentages must be whole percentages. Make copies for additional participants. Please review "Is the *Individual(k)* Program Right for Me?" at the beginning of this packet. **NOTE:** *Refer to Schedule B of the Recordkeeping Service Agreement for additional participant fees.*

FORM D – EMPLOYEE DATA WORKSHEET

This form is used to establish *Individual(k)* brokerage accounts for all eligible participants. You do not need to complete this form if you are the only participant in the plan.

Special Note: The following are the only situations in which multiple participants are permitted under this Individual(k) *plan arrangement;*

a) spouses of business owners who receive compensation from the business
b) partnerships and corporations with more than one business owner

Refer to the front of this packet for additional information regarding the Ascensus Individual(k) *product requirements.*

FORM E – RETIREMENT PLAN CONTRIBUTION FORM (if applicable)

You should complete this form each time you make a contribution to the plan. Make checks payable to Pershing LLC FBO (Employer/Plan Name) and write the account number from Section I on the check. Send a copy of Form E with your check to Pershing. Mail a copy of Form E to Ascensus if you choose to have Ascensus act as the recordkeeper of your plan. Keep the signed original for your records.

FORM F – PERSHING RETIREMENT PRODUCTS FEE SCHEDULE

Before you decide to use Pershing as your retirement plan custodian and prototype sponsor, please be sure that you are familiar with the Pershing fees. Pershing fees are paid separately from those charged by a Third Party Administrator (TPA).

FORM G – DOCUMENT COMPLIANCE SERVICES CONTACT INFORMATION FORM

This form is used to supply Ascensus with plan sponsor and financial advisor contact information when using the Ascensus Document Compliance Services. The name of the plan on Form G should match the name of the plan from Form A. The Contact Information Form should be completed to ensure Ascensus can properly communicate IRS required deadlines to you and your financial advisor.

Individual(k)

Qualified Retirement Plan
Individual 401(k) Profit Sharing Plan
STANDARDIZED ADOPTION AGREEMENT

Form A

Retain the original for your records. Mail a copy to Pershing and Ascensus.

Financial Organization ______________________________

EMPLOYER INFORMATION

Name of Adopting Employer ______________________________

Address ______________________________

City ______________________________ State ______________ Zip ______________

Telephone ______________________ Adopting Employer's Federal Tax Identification Number ______________________

Adopting Employer's Tax Year End *(specify month and day)* ______________________

Type of Business *(select one)*: ☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation ☐ LLC
☐ Other *(Specify a legal entity recognized under federal income tax laws.)*

Name of Plan ______________________________

Plan Sequence Number ________ Trust Identification Number *(if applicable)* ______________ Account Number ______________

Related Employers – If the Adopting Employer is part of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), a group of commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or an affiliated service group (as defined in Code section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code section 414(o), then all Related Employers of the Adopting Employer will participate in this Plan.

Account number must be provided to set up plan.

Owner's Name ______________________________

Home Address ______________________________

City ______________________________ State ______________ Zip ______________

☐ Employer (self-directed account, acting on behalf of Employer) ☐ Omnibus (pooled assets account)

NOTE: *If you select Ascensus as the Recordkeeper of this plan, check Omnibus.*

Owner/Trustee Account Number ☐☐☐ - ☐☐☐☐☐☐ - 1 - ☐☐☐ Plan Type: O

SECTION 1. EFFECTIVE DATES *Complete Part A or B*

Part A. ☐ New Plan Effective Date

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is ______________________. *(Must be on or after January 1, 2007.)*

If different from the Effective Date above, Elective Deferrals can be made under this Plan effective *(select one)*:

Option 1: ☐ The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: ☐ ________________ *(Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date.)*

NOTE: *If no option is selected, Option 1 will apply.*

NOTE: *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals.*

Part B. ☐ Existing Plan Amendment or Restatement Date

This is an amendment or restatement of an existing qualified plan.

The initial Plan Document was effective on ______________________.

☐ This Plan is a frozen Plan effective on ______________________.

If this Plan is a frozen Plan, no Employer Contributions may be made to the Plan with respect to Compensation earned on or after the Effective Date that the Plan is frozen. In addition, no additional contributions (e.g., rollover, transfer) may be accepted by the Plan on or after the date that the Plan is frozen. Depending on the facts and circumstances surrounding the freezing of the Plan, other Plan provisions may be affected (e.g., availability of loans.)

The Effective Date of this amendment or restatement is ______________________. *(Must be on or after January 1, 2007.)*

NOTE: *Specifying an amendment or restatement Effective Date as any day other than the first day of the Plan Year following the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., PPA and other legislative and regulatory guidance) are governed by the terms specified in the Basic Plan Document.*

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SECTION 2. ELIGIBILITY *Complete Parts A and B*

Part A. Age and Eligibility Service

1. **Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age _____ *(not more than 21)*.

   NOTE: *If no age is specified, there will be no age requirement.*

2. **Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement *(select one)*.

   Option 1: ☐ No eligibility service required.

   Option 2: ☐ After completing ______ consecutive Months of Eligibility Service *(not more than 12)* beginning on the Employee's date of hire.

   Option 3: ☐ After completing ______ Years of Eligibility Service *(enter 0 or 1)*.

   NOTE: *If no option is selected, Option 1 will apply.*

Part B. Employees Employed as of Specified Date

Will an Employee listed below (other than an Employee who is part of an excluded class of Employees) and employed on ________________________ *(specify a month, day, and year)* who has not otherwise met the age and eligibility service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement *(select one)*?

Option 1: ☐ Yes.

Employees subject to the waiver *(define classifications and prior employers)*:

____

____.

Option 2: ☐ Not applicable.

NOTE: *If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and eligibility service waivers will apply. If Option 1 is selected but no Employees are specified, all Employees employed on the specified date will be subject to the waiver. This age and eligibility service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contributions, to add a previously excluded group of Employees).*

SECTION 3. CONTRIBUTIONS *Complete Parts A and B*

Part A. Elective Deferrals

Authorization of Elective Deferrals
Will Elective Deferrals be permitted under this Plan *(select one)*?

Option 1: ☐ Yes. *(Complete the following.)*

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

Suboption (a): ☐ Yes.

Suboption (b): ☐ No.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 will apply. A Contributing Participant's combined Pre-Tax and Roth Elective Deferrals during their taxable year will not exceed the limit contained in Code section 402(g) in effect at the beginning of such taxable year.*

Part B. Employer Profit Sharing Contributions

Employer Profit Sharing Contributions, if any, will be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Plan Section 3.04(B)(1).

SECTION 4. VESTING AND FORFEITURES *There are no elections required for Section Four.*

There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this Section.

SECTION 5.	DISTRIBUTIONS AND LOANS Loans Will a Participant be entitled to request a loan pursuant to Plan Section 5.14 *(select one)*? Option 1: ☐ Yes. Option 2: ☐ No. **NOTE:** *If no option is selected. Option 2 will apply.*
SECTION 6.	DEFINITIONS *There are no elections required for Section Six* **There are no elections required for Section 6. Refer to the Basic Plan Document for information regarding this Section.**
SECTION 7.	MISCELLANEOUS Intentionally Omitted

SECTION 8. TRUSTEE *Complete Part A (as applicable)*

You must assign someone (generally yourself) to act as Trustee for your *Individual(k)* plan.

Part A. Trustee

1. Trustee Appointment
   a. Trustee *(Select one.)*
      Option 1: ☐ Financial Organization as Trustee
      Option 2: ☐ Individual Trustee.
   b. Type of Trustee
      Will the Trustee of this Plan be a Directed or Discretionary Trustee *(select one)*?
      Option 1: ☐ Directed Trustee.
      Option 2: ☒ Discretionary Trustee.
   c. Trustee Signature
      NOTE: ***If you are an individual Trustee and no Limited Trustee is named in Part A, item 3 below you will also be deemed to be a Limited Trustee.***

Trustee Must Complete and Sign Part A

Name of Trustee ______________________________
Address ______________________________
Telephone ______________________________
Name______________________________ Title ______________________________
(type or print name if different from name of Trustee above)
Signature ______________________________

2. Trust Agreement
   If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan *(select one)*?
   Option 1: ☐ Trust provisions contained in Plan Section Eight.
   Option 2: ☐ Separate executed trust agreement attached hereto.
   NOTE: *If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below. If Option 2 is selected and a Limited Trustee is named below, the separate trust agreement will not replace Plan Section 8.09.*
3. Limited Trustee
   The Limited Trustee appointed solely for the purposes of ensuring the timely collection and deposit of Employer Contributions will be:
   Option 1: ☐ The individual Trustee named above.
   Option 2: ☐ The party named below.
   Name of Limited Trustee ______________________________
   Address ______________________________
   Telephone ______________________________
   Name______________________________ Title ______________________________
   (type or print name if different from name of Limited Trustee above)
   Signature ______________________________
   NOTE: *A Trustee, including a Limited Trustee, must be an individual or corporation. A corporate Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulation section 2550.403(a)-1(b).*

Part B. Intentionally Omitted

SECTION 9.

EMPLOYER SIGNATURE

Prototype Document Sponsor

Name of Prototype Document Sponsor **Pershing LLC**

Address **One Pershing Plaza, Jersey City, NJ 07399**

Telephone ______

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

☐ Protected Benefits and Prior Plan Provisions Attachment.

☒ Other Plan Information Attachment: *(If this box is checked, please describe the attachment(s).)*
Permissible Investments

Authorized Employer Signature

I am an authorized representative of the Adopting Employer named above and I state the following:

1. **I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;**
2. **I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;**
3. **I understand that the Prototype Document Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and**
4. **I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust or custodial agreement used in lieu of the trust or custodial agreement contained in the Basic Plan Document.**

Employer Must Sign and Date Here

Signature of Adopting Employer ______ Date Signed ______

Type Name ______ Title ______

NOTE: *The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2011-49. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code section 419A(d)(3), or an individual medical account, as defined in Code section 415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code sections 415 and 416.*

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2011-49. This Adoption Agreement may be used only in conjunction with Basic Plan Document #04.

Permissible Investments

The assets of the Plan shall be invested only in those investments described below:

Any publicly traded securities, covered call options, covered put options, debit spreads, long puts and long call options, mutual funds, money market instruments, and other investments, as may be permitted by Pershing LLC, to the extent that such investments are obtainable through and subject to the custody of Pershing LLC in its regular course of business and subject to such other limitations as may be agreed to by the employer and Introducing Broker Dealer. All transactions shall be subject to the rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations, and to the internal policies of Pershing LLC. No portion of the assets of the Plan may be invested in life insurance contracts or in any collectibles as defined in Section 408(m) of the Code.

The employer understands that any idle cash in the account will be invested in a money market fund, deposit account, or other investment made available through your financial organization, unless the Adopting Employer elects otherwise by checking the box below. Any such investment of idle cash is made pursuant to a prospectus or other offering document, which the Adopting Employer should obtain from his or her financial organization.

☐ DO NOT INVEST IDLE CASH. (The Adopting Employer understands that Pershing LLC has no responsibility to credit interest on uninvested cash in this account.)

For more complete information about the money market fund, including charges and expenses, request a prospectus from your financial organization. Read it carefully before you invest.

Pershing LLC shall have no discretion to direct any investment, and is merely authorized to acquire and hold the particular investment. Pershing LLC will not act as investment advisor or counselor with respect to the investment of the Plan assets and will not advise a Participant or offer any opinion or judgment on any matter pertaining to the nature, value, potential value or suitability of any investment or potential investment with regard to the assets of the Plan. Pershing LLC shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. Pershing LLC shall not question any such investment directives, review any securities or other property held in an Individual Account, or make suggestions with respect to the investment, retention or disposition of any asset held in an Individual Account.

Pershing LLC may resign at any time by giving 30 days advance written notice to the Employer. The resignation shall become effective 30 days after receipt of such notice unless a shorter period is agreed upon. In the event that Pershing resigns as Prototype Plan Sponsor of your plan, Pershing will continue as the clearing broker of the plan's brokerage account unless you elect to transfer the assets to another broker-dealer.

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Prototype Standardized Profit Sharing Plan With CODA
FFN: 31208712704-001 Case: 201203346 EIN: 13-2741729
Letter Serial No: J297566a
Date of Submission: 04/02/2012

PERSHING LLC
ONE PERSHING PLAZA
JERSEY CITY, NJ 07399

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). The employer can generally rely on the letter as described in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, provided the terms of the plan are followed in operation.

Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

An employer that adopts this plan may not rely on this opinion letter with respect to: (1) whether any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of section 1.401(a)(4)-5(a) of the regulations, except with respect to plan amendments granting past service that meet the safe harbor described in section 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees; or (2) whether the plan satisfies the effective availability requirement of section 1.401(a)(4)-4(c) of the regulations with respect to any benefit, right or feature.

An employer that adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter with respect to whether a benefit, right or other feature that is prospectively eliminated satisfies the current availability requirements of section 1.401(a)(4)-4 of the regulations.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

Individual(k) Designation of Beneficiary **Form B**

Complete this form for your records only. Submit a copy to Pershing. Do not submit a copy to Ascensus.

GENERAL INFORMATION

Name of Plan ______________________ Client Number ______________________

Name of Employer ______________________

Name of Participant ______________________

Address ______________________

City ______________________ State ________ Zip ______________________

Home Phone ______________________

Social Security Number ______________________ Date of Birth ______________________

DESIGNATION OF BENEFICIARY

CURRENT MARITAL STATUS

☐ I Am Not Married – I understand that if I become married in the future, my spouse will be my Primary Beneficiary unless I complete a new *Designation of Beneficiary* form and my spouse consents to my designation.

☐ I Am Married – I understand that my spouse will be my Primary Beneficiary. However, I understand I may designate a Primary Beneficiary other than my spouse on the space below if my spouse signs the section below entitled "Consent of Spouse."

DESIGNATION OF BENEFICIARIES

The following individual(s) shall be my beneficiary(ies). *Please check Primary or Contingent for each individual beneficiary.* **If neither is checked, the individual will be deemed to be a primary beneficiary.**

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my Qualified Plan balance.

☐ **Primary** ☐ **Contingent**
Name ______________________ Date of Birth ______________________
Address ______________________
Social Security Number ______________ Relationship ______________ Share ________%

☐ **Primary** ☐ **Contingent**
Name ______________________ Date of Birth ______________________
Address ______________________
Social Security Number ______________ Relationship ______________ Share ________%

CONSENT OF SPOUSE – If Non-Spouse Beneficiary(ies) are named as Primary Beneficiary

I am the spouse of the participant named above. I hereby consent to the above designation of beneficiary. I understand that if anyone other than me is designated as Primary Beneficiary on this form, I am waiving all or a portion of any rights I may have to receive benefits under the plan when my spouse dies.

Participant's Spouse Signature ______________________ Date ______________
(Must be witnessed. See below.)

Witness of Spouse's Consent

The signature of the spouse must be witnessed by a Notary Public or plan representative as required.

Plan Representative/Notary Public ______________________ Date ______________

SIGNATURES

Participant Signature ______________________ Date ______________

Witness Signature ______________________ Date ______________

QRPB

RECORDKEEPING SERVICE AGREEMENT

Form C

Complete this form only if selecting Ascensus as Third Party Recordkeeper. Send copy to Ascensus. Keep original for your records.

This Agreement is made between Ascensus, Inc. ("Ascensus") and ______________________________ ("Employer") and sets forth the terms and conditions pursuant to which Ascensus will provide services to the retirement plan known as ______________________________ ("Plan"), which is sponsored by Employer.

1. EFFECTIVE DATE AND TERM. The term of this Agreement will begin on ____________________ (the "Effective Date") ***(The Effective Date needs to be a current date.)*** and will continue in effect until terminated pursuant to Section 5.

2. SERVICES.

2.01 General –

(a) Ascensus will provide to the Plan the services ("Services") set forth on Schedule A to this Agreement. Any additional services, such as technical consulting, must be mutually agreed to in writing by the parties. Unless otherwise agreed to in writing, Ascensus will perform the Services only for the Plan and only using data with respect to the Plan, even if there are other benefit plans related to the Plan. It is within Ascensus' sole discretion to reasonably modify Schedule A from time to time upon written notice to Employer of such modifications. The Services are made available exclusively for individuals who are considered owners of the Employer and their spouses. Plans covering non-owners and non-spouses require additional services not included in the Services Schedule, and non-owners are not eligible to receive the Services. Any service or task not set forth on Schedule A to this Agreement or in the description of responsibilities provided to Employer is Employer's responsibility.

(b) Ascensus will act only upon the instructions of Employer, the plan administrator ("Plan Administrator") appointed by Employer or a Plan participant that are provided to Ascensus either in writing, or by mutually agreed upon electronic means. Ascensus will have neither access to Plan assets nor discretionary authority or control over the management of the Plan or Plan assets. Employer is responsible for establishing the Plan, reviewing the Plan document, maintaining the qualified status of the Plan under the Employee Retirement Income Security Act as amended, ("ERISA") and federal tax law, and performing all other Employer duties set forth in this Agreement. Employer acknowledges that Ascensus cannot properly provide the Services without Employer properly forwarding the prescribed information to Ascensus, and Employer agrees to provide complete, accurate, and timely information and approvals in the manner and within the time frames reasonably requested by Ascensus.

2.02 Plan Document Services –

(a) Ascensus will provide recordkeeping services to the Employer using a Ascensus prototype plan document qualified under the IRS mass submitter program. Employer expressly acknowledges that Employer is responsible for choosing a plan document that is appropriate for Employer and taking all necessary actions to adopt the plan (e.g., adopting a board resolution if necessary, etc.). Employer acknowledges that Ascensus has provided no advice regarding the document used by Employer. Employer acknowledges that if it is using a Ascensus prototype for which Ascensus is acting as "sponsor" as that term is defined in Revenue Procedure 2011-49 and 2007-44, Ascensus' responsibilities as prototype sponsor will automatically end upon the termination of this Agreement.

(b) In the event that Employer is converting to a Ascensus prototype plan document from another qualified plan document, the Employer represents and warrants that the pre-existing plan: (i) is qualified under Internal Revenue Code Section 401(a) and is exempt from tax under Code Section 501(a), and that the plan has been amended for all legislative or regulatory changes; and (ii) has operated in compliance with all ERISA and Code requirements, or the Employer has taken the appropriate steps necessary to correct any compliance failures. Employer will provide Ascensus with accurate and reliable information as set forth in Ascensus' plan establishment materials. Ascensus will not review prior plan documents, prior administrative or recordkeeping work, or IRS and DOL filings or reporting performed by parties other than Ascensus for pre-existing plans. Ascensus will generate plan documents and perform the Services based solely on the information supplied by Employer using the documents and information-gathering tools provided by or approved by Ascensus.

2.03 Other Responsibilities –

(a) Employer acknowledges and agrees that Ascensus is not a "plan administrator" or "fiduciary," as those terms are defined in ERISA, and that nothing in this Agreement is intended to confer upon Ascensus the status of plan administrator or fiduciary to the Plan. The parties further acknowledge and agree that Ascensus will not be deemed to be providing legal, investment, or tax advice to Employer pursuant to this Agreement, and Employer agrees to obtain from third parties such legal, investment and tax advice as the Plan may require. Ascensus will not be responsible for payment of any federal, state or other taxes or penalties which may be charged against the Plan, Employer or other parties to the Plan. Except as expressly set forth in this Agreement, Ascensus will not be responsible for filing notices of any taxable or otherwise reportable events as defined under applicable law, nor will Ascensus be liable in any manner for any failure by Employer to file accurate reports with the IRS or Department of Labor ("DOL") in a timely manner, or for Employer's responsibility to distribute any other required notices and materials, including but not limited to, if applicable, proxy materials, prospectuses and other investment information.

(b) If the Plan's assets exceed $250,000 at plan year end and the Plan is an owner-only plan that satisfies the conditions necessary to file a Form 5500-EZ, then Ascensus will prepare Form 5500-SF. Ascensus will provide the Form 5500-SF online for the Employer's electronic signature. If (a) the Plan's assets do not exceed $250,000 at plan year end, and (b) the Plan is an owner-only plan that satisfies the conditions necessary to file a Form 5500-EZ, the Employer must instruct Ascensus to prepare Form 5500-SF. If

Ascensus is to prepare Form 5500-SF, the Employer must: (a) provide Ascensus with the information necessary to prepare such form, (b) review the prepared form for accuracy and completeness, (c) obtain filing credentials from DOL, and (d) file such form with the IRS and/or DOL by its due date. Any Form 5500-SF requested under this section will only contain the information necessary to complete a Form 5500-EZ.

(c) Employer acknowledges that Ascensus may provide Employer's financial advisor, the financial advisor's agent or upon written direction, Employer's designee with information regarding the Plan and Plan participants, and Ascensus may release any information or documentation related to Employer, the Plan and Plan participants as requested by the IRS, the DOL, or any other regulatory or judicial authority.

(d) The Employer acknowledges that it will follow the procedures set forth in the plan sponsors guide including the requirements set forth in the "roles and responsibilities."

(e) The Employer acknowledges that it will monitor and is responsible for compliance with all statutory and regulatory limits on contributions and benefits.

(f) Ascensus will provide to the Employer a IRS Form 1099-R completed in accordance with the information provided by the Employer. Ascensus will file any completed and approved IRS Form 1099-R with the IRS. Ascensus will provide the employer with IRS Forms W-4P and 945 in the master set of forms to aid the employer in the administration of the Plan.

(g) The Employer acknowledges that it is responsible for approving all distribution requests from the plan, for delivery of an IRS Form W-4P to any participant requesting a distribution, for determining the amount of federal and/or state income tax withholding and providing this information to Ascensus, for filing the IRS Form 945 with the IRS, for remitting any withholding amounts to the appropriate government entity and for approving any IRS Form 1099-R prior to submission to the IRS by Ascensus.

2.04 Incomplete or Inaccurate Information; Imputed Knowledge – Employer acknowledges and agrees that Ascensus may rely upon the completeness and accuracy of all information provided to Ascensus by Employer. Employer acknowledges that Ascensus will not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from Employer. No information with respect to the Plan known by a parent subsidiary or affiliate of Ascensus will be attributed to Ascensus or considered imputed knowledge of Ascensus.

2.05 Agency Relationship – Employer acknowledges and agrees that Ascensus will serve as the agent and authorized representative of Employer solely for purposes of providing orders, instructions and other communications to the Plans' trustee or custodian.

2.06 Use of Ascensus' Website and Other Media –

(a) Ascensus will provide Employer with access to the Plan's information via an FTP site, email or other media (collectively, the "Ascensus Media"). Employer and Plan participants are each responsible for installing the necessary hardware and software, as determined by Ascensus from time to time, to access and use the Ascensus Media. Unless Employer provides Ascensus with written objection, the investment advisor or broker of record for the Plan will be given both plan- and participant-level view-only access to the Ascensus Media and will be considered an authorized user.

(b) Employer acknowledges that. Ascensus will in no way be responsible for any damages resulting from improper, inadequate, or unauthorized use of the Ascensus Media. All applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property rights of whatsoever kind in the Ascensus Media are and will remain Ascensus' property.

3. FEES AND EXPENSES.

3.01 Fees Payable by Employer – Ascensus will receive the fees ("Fees") set forth on Schedule B to this Agreement. Ascensus will either invoice Employer for the Fees or debit the Fees from Plan assets. Ascensus reserves the right to modify the Fees upon not less than 90 days written notice to Employer. Installation and Plan Set Up fees and first year's annual service fees are due on the Effective Date of this Agreement. Ascensus will bill Employer or debit Plan assets, as applicable, for annual service fees in advance, and all other fees will be due upon receipt of an invoice from Ascensus. Employer acknowledges and agrees that the Fees are based upon Employer's compliance with all reasonable practices and procedures set forth by Ascensus, and that Employer may be responsible for the payment of additional fees to Ascensus if Employer deviates from Ascensus' practices and procedures.

3.02 Nonpayment of Fees by Employer – Employer expressly acknowledges and agrees that if Employer does not pay an invoice in full when due, and does not provide Ascensus with written notification of its reasons for not paying such invoice in full within 60 days after Ascensus sends such invoice, Employer directs Ascensus to request that the trustee or custodian of the Plan pay all unpaid Fees from the Plan's assets. Employer further authorizes Ascensus to continue to request that the trustee or custodian pay from the Plan's assets all unpaid Fees due thereafter unless and until Employer delivers written direction to the contrary to Ascensus and pays to Ascensus all unpaid fees. In the event that Employer fails to pay Fees when due, and Ascensus pursues a collection against Employer, Employer will pay Ascensus' reasonable attorney's fees and expenses for such collection. Ascensus will be entitled to charge reasonable interest on any past-due Fees. Ascensus reserves the right to discontinue providing any or all of the Services in the event Employer fails to pay all Fees when due.

3.03 Bankruptcy/Dissolution – In the event Employer becomes the debtor in a voluntary or involuntary bankruptcy or insolvency proceeding, the parties agree that upon the filing of such proceeding this Agreement will be considered an executory contract under 11 U.S.C. Section 365 and that any pre-petition arrearage under this Agreement must be paid in full if the Agreement is to be assumed. However, Ascensus reserves the right to withhold its consent to such assumption of the executory contract. In the event of a dissolution by Employer under state law, the parties agree Ascensus will not provide any Services without first receiving payment for such Services. The parties agree that Ascensus is entitled to recover Ascensus' reasonable attorneys fees and expenses associated with representing Ascensus in a bankruptcy or dissolution proceeding.

3.04 Loans – Each participant may have a maximum of one loan outstanding at any time.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY.

4.01 Indemnification – Employer will be liable for and indemnify Ascensus, its officers, directors, shareholders, employees, parents, subsidiaries, affiliates and agents (collectively, the "Indemnitees") against, any and all expenses, costs (including defense costs and reasonable attorneys fees), liabilities, damages, claims and losses (collectively, "Damages") suffered or incurred by an Indemnitee to the extent based on or arising out of a breach of any of Employer's representations, warranties or covenants set forth in this Agreement, or Employer's negligence or willful misconduct, or any claim or action with respect to the Investment Services.

4.02 Consequential Damages – NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ASCENSUS WILL NOT BE LIABLE TO EMPLOYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF ASCENSUS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.03 Limitation on Damages – NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ASCENSUS' AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE ANNUAL SERVICE FEE PAID BY EMPLOYER TO ASCENSUS DURING THE 12 MONTHS BEFORE ASCENSUS RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON ASCENSUS' LIABILITY FOR PERMITTED DAMAGES WILL NOT APPLY TO PERMITTED DAMAGES CAUSED BY ASCENSUS' FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.04 Third Party Beneficiaries – Employer acknowledges and agrees that the Plan's investment providers (e.g., the companies that sponsor, administer, sell, market or provide the investments available to Plan participants) and Ascensus' parents, affiliates and subsidiaries are intended third party beneficiaries of this Agreement and are entitled to the benefit of, and may enforce, this Agreement, including this Article 4, to the same extent as such provisions apply to Ascensus.

4.05 Reports and Communications – Upon Employer's receipt of any reports or written communications from Ascensus or a third party acting on Ascensus' behalf, Employer must notify Ascensus in writing of all inaccuracies and errors reflected in such reports or communications, with a complete description of the inaccuracies or errors, within 30 days after Employer's receipt of such report or communication. After 30 days**,** the information provided in such reports and communications will be deemed correct, and Ascensus will have no responsibility for any inaccuracies or errors that may exist, including any responsibility to correct any records or to make the Plan or the affected participants whole for any investment losses or any other consequences resulting from such inaccuracies or errors.

5. TERMINATION.

5.01 Events of Termination – This Agreement may be terminated:

(a) By either party upon at least 60 days prior written notice to the other party;

(b) By either party immediately if the other party commits a material breach of this Agreement and does not cure such breach within 30 days after receiving written notice of the breach from the non-breaching party; or

(c) By Ascensus immediately upon notice if Employer is administering or operating the Plan in a manner inconsistent with the plan documents, or if Employer engages in activities which Ascensus reasonably believes to be illegal or a violation of Ascensus' intellectual property rights.

5.02 Termination of the Plan –

(a) **Ascensus Services** – During the term of this Agreement, if Employer causes or permits the Plan to terminate, Ascensus, upon the written request of Employer, will prepare the final Form 5500-SF for Employer, provided that Employer supplies Ascensus with timely notice of such termination and the information necessary to prepare such Form.

(b) **Duties of Employer** – Upon termination of the Plan, Employer will promptly notify Ascensus of the effective date of such termination. Employer is solely responsible for the legal review, signing and filing of the final Form 5500-SF if prepared by Ascensus, and the Notice to Interested Parties. Employer must provide Ascensus and the Plan's trustee or custodian with written wire instructions for any transfer of Plan assets upon termination.

6. OTHER PROVISIONS.

6.01 Confidential Information – Any confidential information provided by the Employer, Plan Administrator or any Plan participant to Ascensus for use in connection with Ascensus' performance of its obligations pursuant to this Agreement (the "Confidential Information") shall be deemed to be the confidential and proprietary information of such disclosing party. Ascensus will use the same degree of care in its handling of the Confidential Information as it uses with regard to its own proprietary information to prevent the unauthorized or inadvertent disclosure, use or publication of the Confidential Information. Except as otherwise permitted by this Agreement, the Confidential Information will only be divulged to and used by Ascensus' employees, agents and subcontractors with a need to know, and may be disclosed as required or permitted by law, regulation, order of a court or regulatory authority. Ascensus will instruct its employees, agents or subcontractors not to divulge, use or publish any Confidential Information except in accordance with the terms of this Section 6.01.

6.02 Force Majeure – Ascensus will not be liable for, nor will Ascensus be considered in breach of this Agreement due to, any failure or delay in performance of its obligations under this Agreement as a result of a cause beyond its reasonable control including, but not limited to, any act of God or public enemy, act of any military, civil or regulatory authority, any act of terrorism, change in any law or regulation, fire, flood, tornado, earthquake, storm or other like event, disruption or outage of computers or communications, equipment failure, power or other utility failure, labor strikes, exchange action, unusual trading activity or the suspension or disruption of trading on any exchange.

6.03 Copyrighted Works – Employer acknowledges that Ascensus is the sole copyright owner of all Ascensus administrator's guides, the operations forms, all content on the Ascensus Media and all other materials provided under the terms of this Agreement ("Ascensus Materials"). Ascensus grants Employer a nonexclusive, nontransferable right to copy the forms as needed for the sole purpose of collecting and processing participant information. Except as provided in this Section 6.03, none of the Ascensus Materials will be copied, reproduced or distributed by Employer without Ascensus' prior written consent.

6.04 Communications and Notices –

(a) Employer agrees to provide a working email address or, if accepted by Ascensus as a means of communication, text message number, to receive communications, notices, reports, materials, disclosures and other information related to this Agreement and the Plan, and to promptly notify Ascensus of any changes to such address or number. Employer consents to receiving any and all communications, notices, reports, materials, disclosures and other information related to this Agreement (including amendments or changes to this Agreement) and the Plan, including all notices that must be given in writing, at the then-current email address and/or text message number for Employer in Ascensus' records. Ascensus may deliver such communications and other information by hard copy, email, text message or other method at Ascensus' option. By agreeing to the receipt of such electronic communications and other information, Employer agrees to allow emails and text messages from Ascensus and the Third Party Providers to pass through Employer's filters. Ascensus (including the Indemnitees) will not be liable for any Damages arising from non-delivery of any such electronic communication due to factors beyond Ascensus' control, including, but not limited to, system failures, misdirected delivery or failed delivery due to SPAM or other filters.

(b) Employer hereby authorizes Ascensus to deliver communications, statements, transaction confirmations and updates, notices, alerts, reports, materials, disclosures and other information to eligible employees, Participants and beneficiaries electronically (which may include email, text message and other electronic media or methods) pursuant to applicable regulations. Ascensus may deliver such communications and other information by hard copy, email, text message or other method at Ascensus' option. Employer is responsible for ensuring compliance with applicable regulations, including, if applicable: obtaining a working email address or text message number for each recipient, ensuring that each recipient has the ability to receive communications and information in an electronic format, and obtaining consent of the recipient.

(c) Any notice with respect to this Agreement sent by Employer must be in writing and must be given by either certified mail, return receipt requested, or by overnight mail sent with a nationally recognized courier service, and must be addressed to Ascensus at:

Ascensus, Inc.
200 Dryden Road
Dresher, PA 19025
Attention: President

6.05 [Reserved.]

6.06 Record Retention – Employer acknowledges and agrees that it is expressly responsible for the retention of all records related to the Plan other than copies of IRS required reports. Ascensus agrees to retain IRS required reports for 3 years after each such report has been filed.

6.07 Amendment and Modification; Handwritten Changes – Employer may not amend or modify this Agreement except in a written agreement signed by both parties. Ascensus may amend and modify this Agreement from time to time by providing written notice to Employer; provided, however, that if Employer objects to any such amendment or modification, it may exercise its termination rights under this Agreement. Any handwritten changes, markings, or other alterations to this Agreement as initially provided to Employer will be binding upon Ascensus only if initiated by a duly authorized officer of Ascensus.

6.08 Waiver – In the event any provision of this Agreement is not enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.

6.09 Applicable Law and Venue – The validity, construction and interpretation of this Agreement will be governed by the laws of the State of New York, without regard to New York's conflicts of laws principles. The State of New York will have exclusive jurisdiction and venue over any claim or other action pertaining to or arising out of this Agreement.

6.10 Time Limit for Bringing Claim or Action – Any claim made or action brought under this Agreement must be commenced within 24 months after the act which caused the error or inaccuracy occurred. If this time limitation is prohibited by New York law, the 24-month period will be deemed amended to conform with the minimum period permitted by New York law.

6.11 Authority of Employer – Employer warrants it is legally authorized to enter into this Agreement on behalf of the Plan.

6.12 Entire Agreement – This Agreement supersedes all prior agreements and understandings, either written, electronic or oral, between the parties with respect to the subject matter of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to its subject matter.

6.13 Successors and Assigns – Employer may not assign its rights or delegate its duties under this Agreement without Ascensus' prior written consent. This Agreement will be binding upon each party's successors and permitted assigns.

6.14 Gain/Loss Policy – If there are any delays, errors or omissions in connection with processing investment transactions attributable to the Plan, Ascensus will use reasonable efforts to correct the transactions by making the Plan and affected Participants whole (i.e., to restore Plan and Participant accounts to the position they would have been in had the delay, error or omission not occurred). These corrections may generate certain transaction losses or gains. If there are losses to the Plan, correction will include funding a loss from Ascensus' resources to the extent due to an Ascensus delay, error or omission, or seeking funding from a responsible third party. Ascensus generally will retain any gains that result from corrections of delays, errors and omissions as part of its compensation for services to the Plan, which services include Ascensus' agreement to fund losses to the Plan to the extent due to an Ascensus delay, error or omission. In general, the amounts of individual gains and losses are small, and during the past five years gains across our business have not materially exceeded losses. Please note that Ascensus processes many investment transactions on an "omnibus" or aggregated basis and because of this, we may not be able to determine whether a gain or loss is attributable to a particular plan.

7. RESPONSIBLE PLAN FIDUCIARY REPRESENTATION. Employer represents and warrants that reasonably in advance of the execution of this Agreement by Employer, a responsible Plan fiduciary has: (a) received and reviewed information with respect to the services and fees of Ascensus and its affiliates; (b) determined that the services and fees of Ascensus and its affiliates, as well as the terms and condition of this Agreement and any other agreements with Ascensus or its affiliates, are reasonable and prudent; and (c) determined that the entering into this Agreement and any other agreements with Ascensus or its affiliates does not result in a prohibited transaction under ERISA or other violation of applicable law.

8. INDEPENDENT FIDUCIARY CONFIRMATION. Employer represents and warrants that Employer, and/or one or more of its officers, directors, shareholders, employees, parents, subsidiaries, affiliates, agents, or Employer's financial advisor or broker of record is (x) an independent fiduciary with financial expertise (as defined in 29 CFR 2510.3-21) with respect to the Plan; (y) responsible for exercising independent judgment with respect to the transactions contemplated by this Agreement; and (z) capable of evaluating investment risk independently, both in general and with regard to particular transactions and investment strategies. Employer acknowledges that Ascensus (i) does not intend to be a fiduciary under either section 3(21) of ERISA or section 4975 of the Internal Revenue Code; (ii) is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity; and (iii) does not receive any compensation for providing investment advice. Ascensus has a financial interest in the transactions contemplated by this Agreement, and Ascensus will receive compensation for certain recordkeeping and administrative services provided to the Plan. Ascensus will rely on the representations and warranties in this paragraph in treating Employer, and/or one or more of its officers, directors, shareholders, employees, parents, subsidiaries, affiliates, agents, or Employer's financial advisor or broker of record as an independent fiduciary with financial expertise to the Plan until such time as the Employer provides Ascensus with written notice that such representations and warranties are no longer true and accurate. The terms of this Section 8 shall apply in accordance with 29 CFR 2510.3-21, as amended, and will remain in effect so long as the operative provisions of 29 CFR 2510.3-21 are not materially modified, rescinded, revoked, delayed or otherwise superseded by law or regulation.

9. SIGNATURES.

____
Name of Company (the "Employer")

Employer Must Sign and Date Here

Name ____________________ Title ____________________

Signature ____________________ Date ____________________

Owner/Trustee Account Number ☐☐☐ – ☐☐☐☐☐☐ -1- ☐☐☐

To Be Completed By:

Ascensus, Inc.

Name Diane Supernant Title Vice President

Signature Diane Supernant

SCHEDULE A – SERVICES

1. Installation and Plan Set-Up Services
   - A. Ascensus' Plan Sponsor's Guide
   - B. Ascensus' current prototype plan document
   - C. 1-800 Recordkeeping Client Service for Installation
   - D. Entering the Plan's information onto Ascensus' recordkeeping system

2. Annual Services
   - A. Reconciliation of participant accounts
   - B. Contribution processing for deferrals, rollovers and discretionary contributions
   - C. Loan repayment processing, if applicable
   - D. IRS Form 5500-SF* preparation, if required
   - E. Annual Participant Statements

3. Loan Services
   - A. Process loan application paperwork
   - B. Project the loan amount available
   - C. Produce the amortization schedule for new loans
   - D. Provide other forms required to initiate the loan

4. Distribution Services
   - A. Prepare and file IRS Form 1099-R
   - B. Process payouts of terminated employees and retirees
   - C. Calculate and process age 70½ required minimum distributions
   - D. Process hardship and in-service distributions
   - E. Process excess contributions, death, and disability distributions
   - F. Process QDRO distributions

5. Plan Termination Services
   - A. Prepare final IRS Form 5500-SF*

**Ascensus will prepare an electronic IRS Form 5500-SF in accordance with Section 2.03 of this Agreement.*

SCHEDULE B – FEES

1. PAYMENT RESPONSIBILITY

   The Employer is responsible for the payment of all fees.

2. FEES PAYABLE BY EMPLOYER
   - A. Installation and Plan Set-Up Fee: $75

     This is a one-time nonrefundable fee payable on the Effective Date of the Agreement.
   - B. Annual Service Fee: $315 for the first participant, plus

     $150 for each additional participant account
     (fee is also applicable for each additional Roth account)

     This is an annual fee billable on the Effective Date of the Agreement and each anniversary month coinciding with the Effective Date.
   - C. Loan Fee: $150 per loan
   - D. Distribution Fee: $50 per distribution
   - E. Plan Termination Fee: $150
   - F. Plan Amendment Fee: $75 per plan

NOTE: *Sales tax may be applicable, either now or in the future, to the products and/or services provided by Ascensus under this Agreement. All applicable sales tax will be in addition to the fees set forth in this Agreement.*

All fees are subject to change. Please note that annual fees are not prorated when an account is closed prior to its anniversary date.

Individual(k) ASCENSUS RECORDKEEPING SERVICE APPLICATION — Form C1

Send a copy to Ascensus, retain the original for your records.

Complete this form only if selecting Ascensus as the Third-Party Recordkeeper.

PLAN INFORMATION

Street address required; PO Box not permitted

Plan Name ______________________________
Employer Contact Person ______________________________
Mailing Address ______________________________
City ______________________ State ________ Zip ________
Telephone ______________________ Fax ______________________
Email Address ______________________________
Business Code[1] ______________ Nature of Business ______________

FINANCIAL ADVISOR

Name of Firm ______________________________
Name of Financial Advisor ______________________________
Mailing Address ______________________________
City ______________________ State ________ Zip ________
Telephone ______________________ Fax ______________________
Email Address ______________________________

DESIGNATION OF SUCCESSOR PLAN ADMINISTRATOR/ TRUSTEE

If you are the sole owner of the business sponsoring the Plan, you must designate a successor plan administrator/trustee. The designated successor plan administrator/trustee must sign this form, accepting associated responsibilities.

If I am the sole owner of the business sponsoring the Plan, the following individual will become the plan administrator/ trustee of the Plan upon my death for purposes of plan termination and liquidation. Upon presentation of certified proof of death, Ascensus is authorized to process payout request(s) in accordance with the instructions provided by the Successor Plan Administrator/Trustee. I understand that I must inform Ascensus in writing of any change to this designation. Absent any written notification, Ascensus will rely on the designation on file.

Name ______________________________
Address ______________________________
City ______________________ State ________ Zip ________
Telephone Number ______________________________
Email Address ______________________________

Successor Plan Administrator/Trustee Must Sign and Date Here

I understand and accept the responsibilities associated with this designation.

Successor Plan Administrator/Trustee Signature ______________________ Date ______________

RECORDKEEPING PAYMENT OPTIONS/ INSTRUCTIONS

(select one)

The following payment options pertain to plan installation and the recordkeeping fees for the first year only. You will receive an invoice for subsequent annual recordkeeping service fees.

☐ Check — Make your check payable to Ascensus in the amount of the installation, first year's annual service fee and additional participant account fee (if applicable).

☐ Invoice — Ascensus will invoice you after your Plan has been completely installed.

Recordkeeping Fees

☐ $390 *($75 installation and $315 first year's annual service fee)*
☐ $540 *($75 installation and $315 first year's annual service fee; $150 additional participant account or Roth account)*
☐ Other ______________________________

Invoice option will apply if no option is selected.

NOTE: *Sales tax may be applicable, either now or in the future, to the products and/or services provided by Ascensus. All applicable sales tax will be in addition to the fees set forth in Recordkeeping Service Agreement.*

[1]The 6-digit Business Code can be obtained at www.irs.gov/instructions/i5500ez. Review the selection titled Forms 5500 and 5500-EZ codes for Principal Business Activity.

PARTICIPANT #1 INFORMATION

Participant Name ____________________
Social Security Number ____________________
Home Address ____________________
City ____________________ State__________ Zip__________
Date of Birth __________ *(mmddyyyy)*
Date of Hire __________ *(mmddyyyy)*
Date of Participation __________ *(mmddyyyy)*

Owner/Trustee Account Number [| |] – [| | | | |] -1- [| |]

☐ Check here if you are the spouse of a second participant in this plan.

PARTICIPANT #2 INFORMATION

Participant Name ____________________
Social Security Number ____________________
Home Address ____________________
City ____________________ State__________ Zip__________
Date of Birth __________ *(mmddyyyy)*
Date of Hire __________ *(mmddyyyy)*
Date of Participation __________ *(mmddyyyy)*

Employee Account Number [| |] – [| | | | |] -1- [| |]

PARTICIPANT #3 INFORMATION

Participant Name ____________________
Social Security Number ____________________
Home Address ____________________
City ____________________ State__________ Zip__________
Date of Birth __________ *(mmddyyyy)*
Date of Hire __________ *(mmddyyyy)*
Date of Participation __________ *(mmddyyyy)*

Employee Account Number [| |] – [| | | | |] -1- [| |]

Form D

PAGE # __________ OF __________ PAGE(S)

EMPLOYEE DATA WORKSHEET

Retain original for your Records. Mail a copy to Pershing.

This worksheet is used to gather information regarding the owner(s) and any employees of a business. This form should be completed by the employer and forwarded to: Pershing LLC, Retirement New Accounts Department, One Pershing Plaza, Jersey City, New Jersey 07399. Attach a Designation of Beneficiary Form completed by each employee listed.

Name of Employer ______________________________

Address ______________________________

City ______________________ State ______________ Zip ______________

Telephone Number ______________________

Date ______________________ Worksheet Completed By ______________________

Employer TIN # ____________ -______________________

Employer/Owner Account Number ______________________

Signature (Trustee/Plan Administrator) ______________________

FILL IN THE INFORMATION BELOW FOR ALL EMPLOYEES, ATTACH A DESIGNATION OF BENEFICIARY FORM FOR EACH EMPLOYEE LISTED.

Name ______________________ S.S.N. ______________________

Address ______________________ Date of Birth ______________________
STREET

______________________ Marital Status ______________________
CITY STATE ZIP

Date of Hire ______________________ % of Business Ownership ______________________

☐☐☐ — ☐☐☐☐☐☐ –1– ☐☐☐
ACCOUNT NUMBER

Name ______________________ S.S.N. ______________________

Address ______________________ Date of Birth ______________________
STREET

______________________ Marital Status ______________________
CITY STATE ZIP

Date of Hire ______________________ % of Business Ownership ______________________

☐☐☐ — ☐☐☐☐☐☐ –1– ☐☐☐
ACCOUNT NUMBER

Name ______________________ S.S.N. ______________________

Address ______________________ Date of Birth ______________________
STREET

______________________ Marital Status ______________________
CITY STATE ZIP

Date of Hire ______________________ % of Business Ownership ______________________

☐☐☐ — ☐☐☐☐☐☐ –1– ☐☐☐
ACCOUNT NUMBER

QRPA-EDWS

Form E

RETIREMENT PLAN CONTRIBUTION FORM

I. EMPLOYER/PARTICIPANT/ACCOUNT NUMBER

ACCOUNT NUMBER: ☐☐☐ — ☐☐☐☐☐☐

II. SELECT PLAN TYPE (For participant IRA contributions to SEP/SARSEP accounts, use the IRA Contribution Form or the Asset Movement Authorization Form)

❑ 401(k) ❑ PROFIT SHARING PLAN ❑ SIMPLE IRA ❑ SEP ❑ 403(b)(7)

❑ MONEY PURCHASE PENSION PLAN/TARGET BENEFIT PLAN ❑ SIMPLE 401(k) ❑ SARSEP

EMPLOYER/PLAN NAME:

SOCIAL SECURITY NUMBER: ☐☐☐ — ☐☐ — ☐☐☐☐ or TAXPAYER IDENTIFICATION NUMBER: ☐☐ — ☐☐☐☐☐☐☐

III. SELECT CONTRIBUTION TYPE (Allocate cash and/or securities as designated to the account(s) listed below)

❑ CHECK AMOUNT: $______________________ ❑ CHECK NUMBER: ______________________

❑ CONTRIBUTION AUTHORIZATION: I hereby authorize the contribution of cash/securities from the following Pershing account: ☐☐☐ — ☐☐☐☐☐☐

(You may only contribute securities as a rollover, or as an employer contribution to 401(k), 403(b)(7), and profit sharing accounts)

ACCOUNT NUMBER	EMPLOYER CONTRIBUTION		EMPLOYER MATCHING	EMPLOYEE DEFERRAL		401(k) Use Only ❑ Voluntary After Tax ❑ QNEC ❑ QMAC	ROLLOVER (List cash/securities) See certification statement below.
	CURRENT YEAR	PREVIOUS YEAR		CURRENT YEAR	PREVIOUS YEAR		
FACT Deposit Code (Internal Use Only)	L	P	2	1	B	3 / 4 / 5	N
JR10 SOURCE CODE (Internal Use Only)	ECN	ECP	EMC	EDC	EDP	VAT / QNE / QMC	ROC

IV. ROLLOVER CERTIFICATION

If I elect to make a rollover contribution to this account, I hereby certify that I understand the rollover rules and conditions as they pertain to the retirement plan indicated above, and I have met the requirements for making a rollover. Due to the important tax consequences of rolling over funds or property, I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by the Custodian. I assume full responsibility for rollover transactions and will not hold the Custodian liable for any adverse consequences that may result. I hereby irrevocably designate the rollover of funds or other property as rollover contributions.

AGE 70½ ROLLOVER AND TRANSFER RESTRICTION

If you are the age of 70½ or older in this year, you may not transfer or rollover required minimum distribution amounts. If necessary, instruct your present custodian to either: 1) pay your required minimum distribution to you now; or 2) retain that amount for distribution to you later.

V. SIGNATURE AND CERTIFICATION

PARTICIPANT SIGNATURE: DATE:

TRUSTEE/PLAN ADMINISTRATOR SIGNATURE: DATE:

Make checks payable to: Pershing LLC FBO (Employer/Plan Name) and write the account number from *Section I* on the check.

PLEASE RETURN TO:
Pershing LLC
Attention: Retirement Products Department
One Pershing Plaza
Jersey City, New Jersey 07399

RPD-1 CTRB

Individual(k) RETIREMENT PRODUCTS FEE SCHEDULE

ANNUAL CUSTODIAL MAINTENANCE FEES

(Per account)

- *Individual(k)* Custodial Account $75*

  *Due at account set-up, invoiced annually.

QRP LOANS

- Distribution and Repayment Posting (due with loan documentation) $50*

  *One time fee — submit with loan instructions, distribution form, and promissory note.

LIMITED PARTNERSHIPS, PRIVATE PLACEMENTS, AND OTHER SPECIAL PRODUCTS*

(NOTE: Other fees may be assessed by the issuing party or transfer agent)

- Subscription Fee (per purchase) $50
- Redemption Fee (per position) $50
- Reregistration Fee (per position) $50
- Annual Administration Fee (per position) $35
- Document Review Fee to Determine Ability to Custody (per review, regardless of outcome) $300
- IRS 990-T UBTI Tax Return Filing (per return filed) $200

  *In addition to annual custodial maintenance fee.

ACCOUNT TERMINATION FEE

(Per account, in addition to annual custodial maintenance fee and other fees due unless prepaid)

- All Retirement Accounts $95

COMMISSIONS

Commission charges are determined by the introducing brokerage firm or the bank introducing the retirement account to Pershing LLC.

All fees are subject to change. Please note that annual fees are not prorated when an account is closed prior to its anniversary date.

Form G

Individual(k) DOCUMENT COMPLIANCE SERVICES
CONTACT INFORMATION FORM

EMPLOYER INFORMATION

Name of Plan *(from Form A)* ______________________________

Contact Person at Employer______________________________

Title of Contact Person ______________________________

Mailing Address ______________________________

City______________________________ State______________ Zip__________

Phone Number of Contact Person ______________________________

Email Address of Contact Person ______________________________

FINANCIAL ADVISOR INFORMATION

Name of Financial Advisor______________________________

Name of Firm ______________________________

Mailing Address ______________________________

City______________________________ State______________ Zip__________

Phone Number ______________________________

Email Address ______________________________

By signing this Contact Information Form, I acknowledge that Ascensus may provide information or documentation related to the employer or the plan to the financial advisor listed above. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.

CLIENT SERVICE ASSOCIATE INFORMATION *(optional)*

Name of Client Service Associate ______________________________

Phone Number ______________________________

Email Address ______________________________

By signing this Contact Information Form, I acknowledge that Ascensus may provide information or documentation related to the employer or the plan to the financial advisor's client service associate listed above. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.

SIGNATURE

Employer Must Sign and Date Here

Name______________________________ Title ______________________
Print Authorized Individual's Name *(Please Print Clearly)*

Signed ______________________________ Date ______________________
For the Employer *(Authorized Individual)*

TABLE OF CONTENTS

DEFINITIONS

QUALIFIED RETIREMENT PLAN AND TRUST
Defined Contribution Basic Plan Document 04

DEFINITIONS
When used in the Plan with initial capital letters, the following words and phrases will have the meanings set forth below unless the context indicates that other meanings are intended.

2009 RMD
Means a required minimum distribution that would have been distributed to a Participant or Beneficiary for 2009 but for the enactment of Code section 401(a)(9)(H).

ACTUAL DEFERRAL PERCENTAGE (ADP)
Means, for a specified group of Participants (either Highly Compensated Employees or non-Highly Compensated Employees) for a Plan Year, the average of the ratios (calculated separately for each Participant in such group) of 1) the amount of Employer Contributions actually paid to the Fund on behalf of such Participant for the Plan Year to 2) the Participant's Compensation for such Plan Year. For purposes of calculating the ADP, Employer Contributions on behalf of any Participant will include: 1) any Elective Deferrals (other than Catch-up Contributions) made pursuant to the Participant's salary deferral election or pursuant to automatic Elective Deferral enrollment, if applicable (including Excess Elective Deferrals of Highly Compensated Employees), but excluding Excess Elective Deferrals of Participants who are non-Highly Compensated Employees that arise solely from Elective Deferrals made under the Plan or plans of this Employer. For purposes of computing Actual Deferral Percentages, an Employee who would be a Participant but for the failure to make Elective Deferrals will be treated as a Participant on whose behalf no Elective Deferrals are made.

ADOPTING EMPLOYER
Means any corporation, sole proprietor, or other entity named in the Adoption Agreement and any successor who by merger, consolidation, purchase, or otherwise assumes the obligations of the Plan. The Adopting Employer will be a named fiduciary for purposes of ERISA section 402(a).

ADOPTION AGREEMENT
Means the document executed by the Adopting Employer through which it adopts the Plan and trust and thereby agrees to be bound by all terms and conditions of the Plan and trust.

ALTERNATE PAYEE
Means any Spouse, former Spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

ANNUAL ADDITIONS
Means the sum of the following amounts credited to a Participant for the Limitation Year:

a. Employer Contributions;

b. nondeductible employee contributions;

c. amounts allocated to an individual medical account, as defined in Code section 415(l)(2), that is part of a pension or annuity plan maintained by the Employer, and amounts derived from contributions paid or accrued that are attributable to post-retirement medical benefits, allocated to the separate account of a key employee (as defined in Code section 419A(d)(3)), under a welfare benefit fund (as defined in Code section 419(e)), maintained by the Employer;

d. amounts allocated under a simplified employee pension plan; and

e. Excess Contributions (including amounts recharacterized).

ANNUITY STARTING DATE
Means the first day of the first period for which an amount is paid as an annuity or in any other form.

BASIC PLAN DOCUMENT
Means this prototype Plan and trust document.

BENEFICIARY
Means the individual(s) or entity(ies) designated pursuant to Plan Section Five.

BREAK IN ELIGIBILITY SERVICE
Means a 12-consecutive month period that coincides with an Eligibility Computation Period during which an Employee fails to complete more than 500 Hours of Service.

CATCH-UP CONTRIBUTIONS
Means Elective Deferrals made pursuant to Plan Section Three that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or older by the end of their taxable year. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on Annual Additions, the dollar limitation on Elective Deferrals under Code section 402(g) (not counting Catch-up Contributions), the limit imposed by the Actual Deferral Percentage (ADP) test under Code section 401(k)(3), or any other allowable limit imposed by the Employer. Catch-up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on Catch-up Contributions under Code section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Deferrals, an amount that would enable the Employer to satisfy other statutory or regulatory requirements (e.g., income tax withholding, FICA and FUTA withholding). The dollar limit on Catch-up Contributions in Code section 414(v)(2)(B)(i) is $1,000 for taxable years beginning in 2002, increasing by $1,000 for each year thereafter up to $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 414(v)(2)(C). Any such adjustments will be in multiples of $500.

CODE
Means the Internal Revenue Code of 1986 as amended from time to time.

COMPENSATION

A. General Definition – The following definition of Compensation will apply.
W-2 wages. Compensation is defined as information required to be reported under Code sections 6041, 6051, and 6052 (wages, tips, and other compensation as reported on Form W-2). Compensation is further defined as wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. Compensation must be determined without regard to any rules in Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

For any Self-Employed Individual covered under the Plan, Compensation will mean Earned Income.

B. Determination Period And Other Rules – Where an Employee becomes an eligible Participant on any date subsequent to the first day of the applicable Determination Period, Compensation shall include that Compensation paid to the Employee during the entire Determination Period, unless otherwise required by either the Code or ERISA. Compensation received by an Employee during a Determination Period in which the Employee does not perform services for the Employer will be disregarded.

Compensation will include any amount that is contributed by the Employer pursuant to a salary reduction agreement and that is not includible in the gross income of the Employee under Code sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), or 403(b).

For purposes of applying the limitations of Plan Section 3.05, Compensation for a Limitation Year is the Compensation actually paid or made available in gross income during such Limitation Year. Compensation paid or made available during such Limitation Year will include any elective deferral (as defined in Code section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the Employee and that is not includible in the gross income of the Employee by reason of Code sections 125, 132(f), or 457.

Payments made after Severance from Employment will be included in Compensation within the meaning of Compensation as described in Part A of the definition of Compensation in the Plan's Definition section, if they meet the following requirements:

1. Payments described in paragraphs (2), (3), or (4) below will be included in the definition of Compensation (within the meaning of Compensation as described in Part A of this definition of Compensation) provided such payments meet the following requirements:

   a. Those amounts are paid by the later of 1) 2½ months after Severance from Employment with the Employer maintaining the Plan or 2) the end of the Limitation Year that includes the date of Severance from Employment with the Employer maintaining the Plan; and

   b. Those amounts would have been included in the definition of Compensation if they were paid before the Employee's Severance from Employment with the Employer maintaining the Plan.

   A governmental plan (as defined in Code section 414(d)) may provide for the substitution of the calendar year in which the Severance from Employment with the Employer maintaining the Plan occurs for the Limitation Year in which the Severance from Employment with the Employer maintaining the Plan occurs.

2. Regular Pay. An amount is described in this paragraph (2) if

   a. The payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

   b. The payment would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer.

3. Leave Cashouts. An amount is described in this paragraph (3) if

   a. The payment is for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

4. Deferred Compensation. An amount is described in this paragraph (4) if

   a. The payment is an amount received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

5. Other post-severance payments. Any payment that is not described in paragraph (2), (3), or (4) above is not considered Compensation under paragraph (1) above if paid after Severance from Employment with the Employer maintaining the Plan, even if it is paid within the time period described in paragraph (1) above. Thus, Compensation does not include severance pay, or parachute payments within the meaning of Code section 280G(b)(2), if they are paid after Severance from Employment with the Employer maintaining the Plan, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the Severance from Employment. Any payments not described above are not considered Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

C. Compensation for ADP and Code section 401(a)(4) Testing – Compensation for purposes of ADP and Code section 401(a)(4) testing will generally be W-2 wages unless another definition is required by law or regulation. Notwithstanding the preceding, a Plan Administrator has the option from year to year to use a different definition of Compensation for testing purposes provided the definition of Compensation satisfies Code section 414(s) and the corresponding regulations.

D. Limits On Compensation – The annual Compensation of each Participant taken into account in determining allocations will not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (Determination Period). The cost-of-living adjustment in effect for the calendar year applies to annual Compensation for the Determination Period that begins with or within such calendar year.

If a Determination Period consists of fewer than 12 months, the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short Determination Period, and the denominator of which is 12.

If Compensation for any prior Determination Period is taken into account in determining an Employee's allocations or benefits for the current Determination Period, the Compensation for such prior Determination Period is subject to the applicable annual Compensation limit in effect for that prior period.

E. Elective Deferrals – Notwithstanding anything in the Plan to the contrary, with respect to Compensation that is paid (or would have been paid but for a cash or deferred election) in Plan Years beginning on or after July 1, 2007, a Participant may only make Elective Deferrals from Compensation within the meaning of Compensation as described in Part A of this definition of Compensation.

F. Differential Wage Payments – Notwithstanding anything in this Plan to the contrary, if the Employer chooses to provide Differential Wage Payments to individuals who are active duty members of the uniformed services, such individuals will be treated as Employees of the Employer making the Differential Wage Payment and the Differential Wage Payment will be treated as Compensation for purposes of applying the Code. Accordingly, Differential Wage Payments must be treated as Compensation as described in Part A of this definition of Compensation. Differential Wage Payments will also be treated as Compensation for contribution, allocation, and other general Plan purposes, unless excluded from the Plan's definition of Compensation on the Adoption Agreement. In addition, the Plan will not be treated as failing to meet the requirements of any provision described in Code section 414(u)(1)(C) by reason of any contribution or benefit that is based on Differential Wage Payments only if all Employees of the Employer (as determined under Code sections 414(b), (c), (m), and (o)) performing service in the uniformed services described in Code section 3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in the Plan, to make contributions based on the payments on reasonably equivalent terms applying the provisions of Code section 410(b)(3), (4), and (5). Such contributions or benefits may be taken into account for purposes of nondiscrimination testing as long as they do not cause the Plan to fail the nondiscrimination requirements.

CONTRIBUTING PARTICIPANT
Means a Participant who has enrolled as a Contributing Participant pursuant to Plan Section 3.01 and on whose behalf the Employer is contributing Elective Deferrals to the Plan.

DEEMED SEVERANCE FROM EMPLOYMENT
Means an individual is deemed to cease to be an Employee for purposes of Code section 414(u)(12)(B) during any period the individual is performing service in the uniformed services as defined in Code section 3401(h)(2)(A).

DEFINED CONTRIBUTION DOLLAR LIMITATION
Means $40,000, as adjusted under Code section 415(d).

DESIGNATED BENEFICIARY
Means the individual who is designated by the Participant (or the Participant's surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-4.

DETERMINATION DATE
Means for any Plan Year after the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, Determination Date means the last day of that year.

DETERMINATION PERIOD
Means, except as provided elsewhere in this Plan, the Plan Year.

DIFFERENTIAL WAGE PAYMENT
Means a payment defined in Code section 3401(h)(2) that is made by the Employer to an individual performing service in the uniformed services.

DIRECT ROLLOVER
Means a payment by the Plan to the Eligible Retirement Plan specified by the Recipient (or, if necessary pursuant to Plan Section 5.01(B)(1), an individual retirement account (IRA) under Code sections 408(a), 408(b), or 408A (for Roth Elective Deferrals).

DIRECTED TRUSTEE
Means the Trustee that is designated as the Directed Trustee in the Adoption Agreement. The Directed Trustee will be responsible for investing the Fund and performing the responsibilities of the Trustee set forth in the Plan in accordance with specific instructions provided by the Adopting Employer or the Plan Administrator (or Participant or Beneficiary) in accordance with instructions (either in writing or in any other form permitted by rules promulgated by the IRS or DOL) from one of the foregoing.

DISABILITY
Unless otherwise provided in the Plan, Disability means the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence satisfactory to the Plan Administrator.

DISCRETIONARY TRUSTEE
Means a Trustee that is designated as a Discretionary Trustee in the Adoption Agreement and enters into an agreement with the Adopting Employer whereby the Trustee and not the Adopting Employer will select the appropriate investments for the Fund in accordance with the Plan's funding policy statement or will perform such other tasks identified in such agreement between the Trustee and Adopting Employer.

DISTRIBUTION CALENDAR YEAR
Means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Plan Section 5.05(D). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

DOMESTIC RELATIONS ORDER
Means any judgment, decree, or order (including approval of a property settlement agreement) that:

a. relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant, and

b. is made pursuant to state domestic relations law (including applicable community property laws).

EARLIEST RETIREMENT AGE
Means, for purposes of the Qualified Joint and Survivor Annuity provisions of the Plan, the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

EARNED INCOME
Means the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to a qualified plan to the extent deductible under Code section 404.

Net earnings will be determined with regard to the deduction allowed to the Employer by Code section 164(f).

For purposes of applying the limitations of Code section 415, in the case of an Employee who is an Employee within the meaning of Code section 401(c)(1) and regulations promulgated under Code section 401(c)(1), the Employee's earned income (as described in Code section 401(c)(2) and regulations promulgated under Code section 401(c)(2)), will include amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code sections 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

EFFECTIVE DATE
Means the date the Plan (or amendment or restatement of the Plan) becomes effective as indicated in the Adoption Agreement. Notwithstanding the preceding, unless otherwise provided in this Basic Plan Document, the Effective Date of mandatory Plan changes resulting from the Pension Protection Act of 2006 (PPA) and other legislative and regulatory guidance not previously included in the Plan will be the later of the original Effective Date of the Plan or the first day the legislative or regulatory change became effective. For optional changes made available by PPA and other legislative and regulatory guidance, the Effective Date will be the date the Plan began to operate in accordance with such optional change, as indicated by a Plan amendment if a written amendment was required for such change.

ELECTION PERIOD
Means the period that begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service before the first day of the Plan Year in which age 35 is attained, with respect to the account balance as of the date of separation, the Election Period will begin on the date of separation.

ELECTIVE DEFERRALS
Means any Employer Contributions made either as a Pre-Tax Elective Deferral or, effective on or after January 1, 2006, as a Roth Elective Deferral to the Plan at the election of the Participant or pursuant to automatic Elective Deferral enrollment, in lieu of cash compensation**,** and will include contributions made pursuant to a salary reduction agreement. With respect to any taxable year, a Participant's Elective Deferrals are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code section 401(k), any simplified employee pension plan cash or deferred arrangement as described in Code section 408(k)(6), any SIMPLE IRA Plan described in Code section 408(p), any plan as described under Code section 501(c)(18), or any Employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement. Elective Deferrals will not include any deferrals properly distributed as Excess Annual Additions.

No Participant will be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer, during any taxable year of the Participant, in excess of the dollar limitation contained in Code section 402(g) in effect at the beginning of such taxable year. In the case of a Participant age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence is increased by the amount of Elective Deferrals that can be Catch-up Contributions. The dollar limitation contained in Code section 402(g) is $10,500 for taxable years beginning in 2000 and 2001, increasing to $11,000 for taxable years beginning in 2002, and increasing by $1,000 for each year thereafter up to $15,000 for taxable years beginning in 2006 and later years. After 2006, the $15,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 402(g)(4). Any adjustments will be in multiples of $500.

ELIGIBILITY COMPUTATION PERIOD
Means, with respect to an Employee's initial Eligibility Computation Period, the 12-consecutive month period commencing on the Employee's Employment Commencement Date. The Employee's subsequent Eligibility Computation Periods will be the Plan Year commencing with the Plan Year beginning during the Employee's initial Eligibility Computation Period. An Employee will not be credited with a Year of Eligibility Service before the end of the 12-consecutive month period regardless of when during such period the Employee completes the required number of Hours of Service.

ELIGIBLE RETIREMENT PLAN
Means, for purposes of the Direct Rollover provisions of the Plan, an individual retirement account described in Code sections 408(a) or 408A, an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state (and that agrees to separately account for amounts transferred into such plan from this Plan), or a qualified plan described in Code section 401(a) that accepts the Recipient's Eligible Rollover Distribution. The definition of Eligible Retirement Plan will also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Code section 414(p).

If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion will include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

ELIGIBLE ROLLOVER DISTRIBUTION
Means any distribution of all or any portion of the balance to the credit of the Recipient, except that an Eligible Rollover Distribution does not include

a. any distribution that is one of a series of substantially equal periodic payments (paid at least annually) made for the life (or Life Expectancy) of the Recipient or the joint lives (or joint life expectancies) of the Recipient and the Recipient's Designated Beneficiary, or for a specified period of ten years or more;

b. any distribution to the extent such distribution is required under Code section 401(a)(9);

c. the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);

d. any hardship distribution described in Plan Section 5.01(C)(2); and

e. any other distribution(s) that is reasonably expected to total less than $200 during a year.

For distributions made after December 31, 2001, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), or a Roth individual retirement account or annuity described in Code Section 408A (a Roth IRA), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

Notwithstanding the foregoing, solely for purposes of applying the Direct Rollover distribution provisions of the Plan, 2009 RMDs and Extended 2009 RMDs distributed for 2009 were treated as Eligible Rollover Distributions.

EMPLOYEE
Means any person employed by an Employer maintaining the Plan or by any other employer required to be aggregated with such Employer under Code sections 414(b), (c), (m), or (o).

The term Employee will also include any Leased Employee deemed to be an Employee of any Employer described in the previous paragraph as provided in Code sections 414(n) or (o).

The term Employee will also include individuals providing qualified military service who are treated as reemployed for purposes of applying the rules under Code sections 401(a)(37) and 414(u).

EMPLOYER
Means the Adopting Employer and all Related Employers of the Adopting Employer. A partnership is considered to be the Employer of each of the partners and a sole proprietorship is considered to be the Employer of a sole proprietor.

EMPLOYER CONTRIBUTION
Means the amount contributed by the Employer each year as determined under this Plan. The term Employer Contribution will include Elective Deferrals made to the Plan unless such contributions are intended to be excluded for purposes of either the Plan or any act under the Code, ERISA, or any additional rules, regulations, or other pronouncements promulgated by either the IRS or DOL.

EMPLOYER PROFIT SHARING CONTRIBUTION
Means an Employer Contribution made pursuant to the Adoption Agreement Section titled "Employer Profit Sharing Contributions." The Employer may make Employer Profit Sharing Contributions without regard to current or accumulated earnings or profits.

EMPLOYMENT COMMENCEMENT DATE
Means, with respect to an Employee, the date such Employee first performs an Hour of Service for the Employer.

ENTRY DATES
Means the first day of the Plan Year and the first day of the seventh month of the Plan Year coinciding with or following the date the Employee satisfies the eligibility requirements of Plan Section 2.01 for the applicable contribution source or as such other times established by the Plan Administrator in a uniform and nondiscriminatory manner. Additionally, if this is an initial adoption of the Plan by the Employer, the initial Effective Date will also be considered an Entry Date.

ERISA
Means the Employee Retirement Income Security Act of 1974 as amended from time to time.

EXCESS ANNUAL ADDITIONS
Means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

EXCESS CONTRIBUTIONS
Means, with respect to any Plan Year, the excess of

a. the aggregate amount of Employer Contributions actually taken into account in computing the ADP of Highly Compensated Employees for such Plan Year, over

b. the maximum amount of such contributions permitted by the ADP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of the ADPs, beginning with the highest of such percentages).

EXCESS ELECTIVE DEFERRALS
Means those Elective Deferrals that either 1) are made during the Participant's taxable year and exceed the dollar limitation under Code section 402(g) (increased, if applicable, by the dollar limitation on Catch-up Contributions defined in Code section 414(v)) for such year; or 2) are made during a calendar year and exceed the dollar limitation under Code section 402(g) (increased, if applicable, by the dollar limitation on Catch-up Contributions defined in Code section 414(v)) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under this Plan and any other plan, contract, or arrangement maintained by the Employer. Excess Elective Deferrals will be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

EXTENDED 2009 RMD
Means one or more payments in a series of substantially equal distributions (that include the 2009 RMD) made at least annually and expected to last for the life (or life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years.

FIDUCIARY
Means a person who exercises any discretionary authority or control with respect to management of the Plan, renders investment advice as defined in ERISA section 3(21), or has any discretionary authority or responsibility regarding the administration of the Plan. The Employer and such other individuals either appointed by the Employer or deemed to be fiduciaries as a result of their actions shall serve as Fiduciaries under this Plan and fulfill the fiduciary responsibilities described in Part 4, Title I of ERISA including discharging their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

FUND
Means the Plan assets held by the Trustee for the Participants' exclusive benefit.

HIGHLY COMPENSATED EMPLOYEE
Means any Employee who 1) was a five-percent owner at any time during the year or the preceding year, or 2) for the preceding year had Compensation from the Employer in excess of $80,000. The $80,000 amount is adjusted at the same time and in the same manner as under Code section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

A highly compensated former employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with Treasury Regulation section 1.414(q)-1T, A-4, Notice 97-45 and any subsequent guidance issued by the IRS.

The determination of who is a Highly Compensated Employee, including but not limited to the determinations of the number and identity of Employees in the top-paid group and the Compensation that is considered, will be made in accordance with Code section 414(q) and the corresponding regulations. Adoption Agreement elections to include or exclude items from Compensation that are inconsistent with Code section 414(q) will be disregarded for purposes of determining who is a Highly Compensated Employee.

HOURS OF SERVICE – Means

1. Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed

2. Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to Labor Regulation Section 2530.200b-2, that is incorporated herein by this reference.

3. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraph (1) or paragraph (2), as the case may be, and under this paragraph (3). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment is made.

4. Solely for purposes of determining whether a Break in Eligibility Service has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons will receive credit for the Hours of Service that would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence 1) by reason of the pregnancy of the individual, 2) by reason of a birth of a child of the individual, 3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or 4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited 1) in the Eligibility Computation Period or Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Eligibility Service in the applicable period, or 2) in all other cases, in the following Eligibility Computation Period or Plan Year.

5. Hours of Service will be credited for employment with other members of an affiliated service group (under Code section 414(m)), a controlled group of corporations (under Code section 414(b)), or a group of trades or businesses under common control (under Code section 414(c)) of which the Adopting Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code section 414(o) and the corresponding regulations.

   Hours of Service will also be credited for any individual considered an Employee for purposes of this Plan under Code sections 414(n) or 414(o) and the corresponding regulations.

6. Where the Employer maintains the plan of a predecessor employer, service for such predecessor employer will be treated as service for the Employer. If the Employer does not maintain the plan of a predecessor employer, service for such predecessor employer will not be treated as service for the Employer.

INDIRECT ROLLOVER
Means a rollover contribution received by this Plan from an Employee that previously received a distribution from this Plan or another plan rather than having such amount directly rolled over to this Plan from the distributing plan.

INDIVIDUAL ACCOUNT
Means the account established and maintained under this Plan for each Participant in accordance with Plan Section 7.02(A).

INITIAL PLAN DOCUMENT
Means the plan document that initially established the Plan.

INSURER
Means an insurance company that issues one or more annuity contracts or insurance policies under the Plan. In the event of any conflict between the terms of the Plan and the terms of an annuity contract or insurance policy issued under the Plan by the Insurer, the terms of the Plan will control. Where appropriate, references to the Trustee throughout the Plan will apply to an Insurer.

INVESTMENT FIDUCIARY
Means the Employer, a Trustee with full trust powers, any Individual Trustee(s), or any investment manager, as applicable, that under the terms of the Plan is vested with the responsibility and authority to select investment options for the Plan and to direct the investment of the assets of the Fund. In no event will a Directed Trustee be an Investment Fiduciary for any purpose whatsoever.

INVESTMENT FUND
Means a subdivision of the Fund established pursuant to Plan Section 7.01(B).

KEY EMPLOYEE
Means, for Plan Years beginning after December 31, 2001, any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date is an officer of the Employer and whose annual compensation is greater than $130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002), a five-percent owner of the Employer, or a one-percent owner of the Employer who has annual compensation of more than $150,000. For Plan Years beginning on or after January 1, 2001, Compensation will also include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4).

In determining whether a plan is top-heavy for Plan Years beginning before January 1, 2002, Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the five-year period ending on the Determination Date, is an officer of the Employer having annual compensation that exceeds 50 percent of the dollar limitation under Code section 415(b)(1)(A), an owner (or considered an owner under Code section 318) of one of the ten largest interests in the Employer if such Participant's compensation exceeds 100 percent of the dollar limitation under Code section 415(c)(1)(A), a five-percent owner of the Employer, or a one-percent owner of the Employer who has annual compensation of more than $150,000. Annual compensation means compensation as defined in Part A of the definition of Compensation in this Definition section, but including amounts contributed by the Employer pursuant to a salary reduction agreement that are excludable from the Employee's gross income in Code sections 125, 402(e)(3), 402(h)(1)(B) or 403(b). The determination period is the Plan Year containing the Determination Date and the four preceding Plan Years.

The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the corresponding regulations.

LEASED EMPLOYEE
Means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person ("leasing organization"), has performed services for the recipient Employer (or for the recipient Employer and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided to a Leased Employee by the leasing organization that are attributable to services performed for the recipient Employer will be treated as provided by the recipient Employer.

A Leased Employee will not be considered an Employee of the recipient if 1) such Leased Employee is covered by a money purchase pension plan providing a) a nonintegrated employer contribution rate of at least ten-percent of compensation, as defined in Part A of the definition of Compensation in this Definition section, but including amounts contributed pursuant to a salary reduction agreement, that are excludable from the Leased Employee's gross income under Code sections 125, 402(e)(3), 402(h)(1)(B), or 403(b), b) immediate participation, and c) full and immediate vesting; and 2) Leased Employees do not constitute more than 20 percent of the recipient's non-Highly Compensated Employee work force.

LIFE EXPECTANCY
Means life expectancy as computed by using the Single Life Table in Treasury Regulation section 1.401(a)(9)-9, Q&A 1.

LIMITATION YEAR
Means the Plan Year.

If a Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan was amended to change its Limitation Year. As a result of this deemed amendment, the Code section 415(c)(1)(A) dollar limit must be prorated under the short Limitation Year rules.

LIMITED TRUSTEE
Means an individual, individuals, or corporation specified in the Adoption Agreement or any duly appointed successor as provided in the Plan whose powers, rights, duties and responsibilities as a Trustee are strictly limited to ensuring the timely collection and deposit of Employer Contributions. A corporate Limited Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulations section 2550.403(a)-1(b).

MASTER OR PROTOTYPE PLAN
Means a plan, the form of which is the subject of a favorable opinion letter from the IRS.

MAXIMUM PERMISSIBLE AMOUNT
Means the maximum Annual Addition that may be contributed or allocated to a Participant's Individual Account under the Plan for any Limitation Year.

For Limitation Years beginning before January 1, 2002, the Maximum Permissible Amount will not exceed the lesser of

a. the Defined Contribution Dollar Limitation, or

b. 25 percent of the Participant's Compensation for the Limitation Year.

For Limitation Years beginning on or after January 1, 2002, except for Catch-up Contributions, the Maximum Permissible Amount will not exceed the lesser of

a. $40,000, as adjusted for cost-of-living increases under Code section 415(d), or

b. 100 percent of the Participant's Compensation (within the meaning of Compensation as described in Part A of the definition of Compensation in this Definition section) for the Limitation Year.

The compensation limitation referred to in (b) will not apply to any contribution for medical benefits after separation from service (within the meaning of Code section 401(h) or 419A(f)(2)) that is otherwise treated as an Annual Addition.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

NORMAL RETIREMENT AGE
Means age 59½.

OWNER-EMPLOYEE
Means an individual who is a sole proprietor, or who is a partner owning more than ten-percent of either the capital or the profits interest of the partnership.

PARTICIPANT
Means any Employee or former Employee of the Employer who has met the Plan's age and service requirements, has entered the Plan, and who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

PARTICIPANT'S BENEFIT
Means the Participant's Individual Account as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated to the Participant's Individual Account as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The Participant's Benefit for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

PERMISSIVE AGGREGATION GROUP
Means the Required Aggregation Group of plans plus any other plan or plans of the Employer that, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.

PLAN
Means the prototype defined contribution plan adopted by the Employer that is intended to satisfy the requirements of Code section 401 and ERISA section 501. The Plan consists of this Basic Plan Document, the corresponding Adoption Agreement, and any attachments or amendments, as completed and signed by the Adopting Employer, including any amendment provisions adopted prior to the Effective Date of the Plan that are not superseded by the provisions of this restated Plan.

PLAN ADMINISTRATOR
The Adopting Employer shall be the Plan Administrator and shall be bonded as may be required by law. The term Plan Administrator shall include any person authorized to perform the duties of the Plan Administrator and properly identified to the Trustee as such. The Prototype Document Sponsor will in no case be designated as the Plan Administrator. The Plan Administrator will be a named Fiduciary of the Plan for purposes of ERISA section 402(a), and the Plan Administrator must ensure that the authority over the portion of the Fund subject to the trust requirements of ERISA section 403(a) is assigned to a Discretionary Trustee, a Directed Trustee (subject to the proper and lawful directions of the Plan Administrator), or an investment manager.

PLAN SEQUENCE NUMBER
Means the three-digit number the Adopting Employer assigned to the Plan in the Adoption Agreement. The Plan Sequence Number identifies the number of qualified retirement plans the Employer maintains or has maintained. The Plan Sequence Number is 001 for the Employer's first qualified retirement plan, 002 for the second, etc.

PLAN YEAR
Means the 12-consecutive month period that coincides with the Adopting Employer's tax year.

PRE-AGE 35 WAIVER
A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special Qualified Election to waive the Qualified Preretirement Survivor Annuity for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election will not be valid unless the Participant receives an explanation of the Qualified Preretirement Survivor Annuity in such terms as are comparable to the explanation required in Plan Section 5.10(D)(1). Qualified Preretirement Survivor Annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date will be subject to the full requirements of Plan Section 5.10.

PRE-TAX ELECTIVE DEFERRALS
Means Elective Deferrals that are not included in a Contributing Participant's gross income at the time deferred. Unless otherwise designated by a Contributing Participant, if the Plan permits Roth Elective Deferrals, Elective Deferrals will be characterized as Pre-Tax Elective Deferrals.

PRESENT VALUE
For purposes of establishing the Present Value of benefits under a defined benefit plan to compute the top-heavy ratio, any benefit will be discounted only for mortality and interest based on the interest rate and mortality table specified for this purpose in the defined benefit plan.

PRIMARY BENEFICIARY
Means an individual named as a Beneficiary under the Plan who has an unconditional right to all or a portion of a Participant's Individual Account upon the Participant's death.

PRIOR PLAN DOCUMENT
Means a plan document that was replaced by adoption of this Plan document as indicated in the Adoption Agreement.

PROJECTED ANNUAL BENEFIT
Means the annual retirement benefit (adjusted to an actuarially equivalent Straight Life Annuity if such benefit is expressed in a form other than a Straight Life Annuity or Qualified Joint and Survivor Annuity) to which the Participant would be entitled under the terms of the Plan, assuming that

a. the Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later), and

b. the Participant's Compensation for the current Limitation Year and all other relevant factors used to determine benefits under the Plan will remain constant for all future Limitation Years.

PROTOTYPE DOCUMENT SPONSOR
Means the entity specified in the Adoption Agreement that makes this prototype plan document available to employers for adoption.

QUALIFIED DOMESTIC RELATIONS ORDER

A. In General – Means a Domestic Relations Order

1. that creates or recognizes the existence of an Alternate Payee's rights to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan, and

2. with respect to which the requirements described in the remainder of this section are met.

B. Specification of Facts – A Domestic Relations Order will be a Qualified Domestic Relations Order only if the order clearly specifies

1. the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order,

2. the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,

3. the number of payments or period to which such order applies, and

4. each plan to which such order applies.

C. Additional Requirements – In addition to paragraph (B) above, a Domestic Relations Order will be considered a Qualified Domestic Relations Order only if such order

1. does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan,

2. does not require the Plan to provide increased benefits, and

3. does not require benefit to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

D. Exception for Certain Payments – A Domestic Relations Order will not be treated as failing to meet the requirements above solely because such order requires that payment of benefits be made to an Alternate Payee

1. on or after the date on which the Participant attains (or would have attained) the earliest retirement age as defined in Code section 414(p)(4)(B),

2. as if the Participant had retired on the date on which such payment is to begin under such order, and

3. in any form in which such benefits may be paid under the Plan to the Participant (other than in a Qualified Joint and Survivor Annuity) with respect to the Alternate Payee and their subsequent spouse.

QUALIFIED ELECTION
Means a waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity will not be effective unless 1) the Participant's Spouse consents to the election (either in writing or in any other form permitted under rules promulgated by the IRS and DOL), 2) the election designates a specific Beneficiary, including any class of beneficiaries or any contingent beneficiaries, that may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent), 3) the Spouse's consent acknowledges the effect of the election, and d) the Spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity will not be effective unless the election designates a form of benefit payment that may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver by the Participant will be deemed a Qualified Election. In addition, if the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if the guardian is the Participant, may give consent. If the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, spousal consent is not required unless a Qualified Domestic Relations Order provides otherwise.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) will be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations will not be limited. No consent obtained under this provision will be valid unless the Participant has received notice as provided in Plan Section 5.10(D).

QUALIFIED JOINT AND SURVIVOR ANNUITY
Means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse that is not less than 50 percent and not more than 100 percent of the amount of the annuity that is payable during the joint lives of the Participant and the Spouse and that is the amount of benefit that can be purchased with the Participant's vested account balance. The percentage of the survivor annuity under the Plan will be 50 percent.

QUALIFIED OPTIONAL SURVIVOR ANNUITY
Means an annuity 1) for the life of the Participant with a survivor annuity for the life of the Spouse that is equal to the "applicable percentage" of the amount of the annuity that is payable during the joint lives of the Participant and the Spouse, and 2) that is the actuarial equivalent of a single annuity for the life of the Participant. If the survivor annuity provided by the Qualified Joint and Survivor Annuity is less than 75 percent of the annuity payable during the joint lives of the Participant and the Spouse, the applicable percentage is 75 percent. If the survivor annuity provided by the Qualified Joint and Survivor Annuity is greater than or equal to 75 percent, the applicable percentage is 50 percent.

QUALIFIED PRERETIREMENT SURVIVOR ANNUITY
Means a survivor annuity for the life of the surviving Spouse of the Participant if the payments are not less than the amounts that would be payable as a survivor annuity under the Qualified Joint and Survivor Annuity under the Plan in accordance with Code section 417(c).

QUALIFYING EMPLOYER REAL PROPERTY
Means parcels of Employer real property that are subject to the requirements of ERISA section 407.

QUALIFYING EMPLOYER SECURITY(IES)
Means stock that is issued by the Employer and transferred to this Plan and that is subject to the requirements of ERISA section 407 and meets the requirements of ERISA section 407(d)(5).

QUALIFYING PARTICIPANT
A Participant is a Qualifying Participant and is entitled to share in the Employer Contribution for any Plan Year if the Participant was a Participant on at least one day during the Plan Year and either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year. The determination of whether a Participant is entitled to share in the Employer Contribution will be made as of the last day of each Plan Year.

RECIPIENT
Means an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Code section 414(p), are Recipients with regard to the interest of the Spouse or former Spouse.

RELATED EMPLOYER
Means an employer who, along with another employer, is a member of 1) a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), 2) a commonly controlled trade or business (as defined in Code section 414(c) as modified by Code section 415(h)) or 3) an affiliated service group (as defined in Code section 414(m) (and any other entity required to be aggregated with another employer pursuant to Treasury regulations under Code section 414(o)).

REQUIRED AGGREGATION GROUP
Means 1) each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the Plan has terminated), and 2) any other qualified plan of the Employer that enables a plan described in 1) to meet the requirements of Code section 401(a)(4) or 410.

REQUIRED BEGINNING DATE
Means April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later, except that benefit distributions to a five-percent owner must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

A Participant is treated as a five-percent owner for purposes of this section if such Participant is a five-percent owner as defined in Code section 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½.

Once distributions have begun to a five-percent owner under this section, they must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.

If a 2009 RMD or Extended 2009 RMD was not removed from the Plan for any Participant according to Code section 401(a)(9)(H) and the Plan was subject to the Qualified Joint and Survivor Annuity provisions in 2009, the requirements of IRS Notice 97-75, Q&A 8, must have been satisfied.

No new Annuity Starting Date will apply upon recommencement of RMDs for 2010.

ROTH ELECTIVE DEFERRALS
Means Elective Deferrals that are includible in a Contributing Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Contributing Participant in their deferral election.

SELF-EMPLOYED INDIVIDUAL
Means an individual who has Earned Income for the taxable year from the trade or business for which the Plan is established, including an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the taxable year.

SEPARATE FUND
Means a subdivision of the Fund held in the name of a particular Participant or Beneficiary representing certain assets held for that Participant or Beneficiary. The assets that comprise a Participant's Separate Fund are those assets earmarked for the Participant and also those assets subject to the Participant's individual direction pursuant to Plan Section 7.22(B).

SEVERANCE FROM EMPLOYMENT
Means when an Employee ceases to be an Employee of the Employer maintaining the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the employee's new employer maintains such plan with respect to the employee.

SPOUSE
Means the Spouse or surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

TERMINATION OF EMPLOYMENT
Means that the employment status of an Employee ceases for any reason other than death. An Employee who does not return to work for the Employer on or before the expiration of an authorized leave of absence from such Employer will be deemed to have incurred a Termination of Employment when such leave ends.

TOP-HEAVY PLAN
Means a Plan determined to be a Top-Heavy Plan for any Plan Year pursuant to Plan Section 7.19.

TRUSTEE
Means, if applicable, an individual, individuals, or corporation specified in the Adoption Agreement as Trustee or any duly appointed successor as provided in Plan Section 8.05. A corporate Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulation section 2550.403(a)-1(b).

VALUATION DATE
The Valuation Date will be the last day of the Plan Year and each additional date designated by the Plan Administrator that is selected in a uniform and nondiscriminatory manner when the assets of the Fund are valued at their then fair market value. Notwithstanding the preceding, for purposes of calculating the top-heavy ratio, the Valuation Date will be the last day of the initial Plan Year and the last day of the preceding Plan Year for each subsequent Plan Year.

YEAR OF ELIGIBILITY SERVICE
Means a 12-consecutive month period that coincides with an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. Employees are not credited with a Year of Eligibility Service until they complete the required number of Hours of Service and reach the end of the 12-consecutive month period.

SECTION ONE: EFFECTIVE DATES

Pursuant to the DEFINITIONS Section of the Plan, the Effective Date means the date the Plan becomes effective as indicated in the Adoption Agreement. However, certain provisions of the Plan may have effective dates different from the Plan Effective Date, if, for example, the Plan is amended after the Effective Date.

SECTION TWO: ELIGIBILITY REQUIREMENTS

2.01 ELIGIBILITY TO PARTICIPATE

Each Employee, except an Employee who belongs to a class of Employees excluded from participation, shall be eligible to participate in this Plan upon satisfying the age and eligibility service requirements specified in the Adoption Agreement. If no age is specified in the Adoption Agreement, there will not be an age requirement. If no option for eligibility service is selected, no eligibility service will be required.

The following Employees will be excluded from participation in the Plan.

A. **Union Employees –** Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two-percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Treasury Regulation section 1.410(b)-9. For this purpose, the term "Employee representatives" does not include any organization in which more than half of the members are Employees who are owners, officers, or executives of the Employer.

B. Non-resident Aliens – Employees who are non-resident aliens (within the meaning of Code section 7701(b)(1)(B)) who received no earned income (within the meaning of Code section 911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)).

C. Acquired Employees – Employees who became Employees as the result of certain acquisitions or dispositions as described under Code section 410(b)(6)(C). Such Employees will be excluded from participation during the transition period beginning on the date of the change in the members of the group and ending on the last day of the first Plan Year that begins after the date of the change. A transaction under Code section 410(b)(6)(C) is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business.

2.02 PLAN ENTRY

A. Plan Restatement – If this Plan is an amendment or restatement of a Prior Plan Document, each Employee who was a Participant under the Prior Plan Document before the Effective Date will continue to be a Participant in this Plan.

B. Effective Date – If this is an initial adoption of the Plan by the Employer, an Employee will become a Participant in the Plan as of the Effective Date if the Employee has met the eligibility requirements of Plan Section 2.01 as of such date. After the Effective Date, each Employee will become a Participant on the first Entry Date coinciding with or following the date the Employee satisfies the eligibility requirements of Plan Section 2.01 for the applicable contribution source.

C. Notification – The Plan Administrator shall notify each Employee who becomes eligible to be a Participant under this Plan and shall furnish the Employee with the enrollment forms or other documents that are required of Participants. Such notification will be in writing, or in any other form permitted under rules promulgated by the IRS or DOL. The Employee will execute such forms or documents and make available such information as may be required in the administration of the Plan.

2.03 TRANSFER TO OR FROM AN INELIGIBLE CLASS

If an Employee who had been a Participant becomes ineligible to participate because they are no longer a member of an eligible class of Employees, but has not incurred a Break in Eligibility Service, such Employee will participate immediately following the date of reemployment upon their return to an eligible class of Employees. If such Employee incurs a Break in Eligibility Service, their eligibility to participate will be determined by Plan Section 2.04.

An Employee who is not a member of the eligible class of Employees will become a Participant immediately upon becoming a member of the eligible class, provided such Employee has satisfied the age and eligibility service requirements. If such Employee has not satisfied the age and eligibility service requirements as of the date they become a member of the eligible class, such Employee will become a Participant on the first Entry Date coinciding with or following the date they satisfy those requirements.

2.04 RETURN AS A PARTICIPANT AFTER A BREAK IN ELIGIBILITY SERVICE

A. Employee Not a Participant Before Break – If an Employee incurs a Break in Eligibility Service before satisfying the Plan's eligibility requirements, such Employee's eligibility service before such Break in Eligibility Service will not be taken into account.

B. Employee a Participant Before Break – If a Participant incurs a Break in Eligibility Service, such Participant will continue to participate in the Plan, or, if terminated, will participate immediately following the date of reemployment.

2.05 DETERMINATIONS UNDER THIS SECTION

The Plan Administrator will determine the eligibility of each Employee to be a Participant. This determination will be conclusive and binding upon all persons except as otherwise provided herein or by law.

2.06 TERMS OF EMPLOYMENT

Nothing with respect to the establishment of the Plan and trust or any action taken with respect to the Plan, nor the fact that a common law Employee has become a Participant will give to that Employee any right to employment or continued employment or to grant any other rights except as specifically set forth in this Plan document, ERISA, or other applicable law; nor will the Plan or trust limit the right of the Employer to discharge an Employee or to otherwise deal with an Employee without regard to the effect such treatment may have upon the Employee's rights under the Plan.

SECTION THREE: CONTRIBUTIONS

3.01 ELECTIVE DEFERRALS

Each Employee who satisfies the eligibility requirements specified in the Adoption Agreement may begin making such Elective Deferrals to the Plan by enrolling as a Contributing Participant.

A. Requirements to Enroll as a Contributing Participant – Each Employee who satisfies the eligibility requirements specified in the Adoption Agreement, may enroll as a Contributing Participant, on the first Entry Date coinciding with or following the date the Employee satisfies the eligibility requirements, or if applicable, the first Entry Date following the date on which the Employee returns to the eligible class of Employees pursuant to Plan Section 2.03. A Participant who wishes to enroll as a Contributing Participant must deliver (either in writing or in any other form permitted by the IRS and the DOL) a salary reduction agreement to the Plan Administrator. Except for occasional, bona fide administrative considerations as set forth in the Treasury Regulations, contributions made pursuant to such election cannot precede the earlier of 1) the date on which services relating to the contribution are performed, and 2) the date on which the Compensation that is subject to the election would be payable to the Employee in the absence of an election to defer.

If a Plan permits both Pre-Tax and Roth Elective Deferrals and the Participant fails to designate whether their Elective Deferrals are Pre-Tax or Roth Elective Deferrals, the Participant will be deemed to have designated the Elective Deferrals as Pre-Tax Elective Deferrals.

The Employer shall deposit Elective Deferrals with the Trustee as of such time as is required by the IRS and DOL.

B. Ceasing Elective Deferrals – A Participant may cease Elective Deferrals and thus withdraw as a Contributing Participant as of any such times established by the Plan Administrator in a uniform and nondiscriminatory manner by revoking the authorization to the Employer to make Elective Deferrals on their behalf. A Participant who desires to withdraw as a Contributing Participant will give notice of withdrawal to the Plan Administrator at least 30 days (or such shorter period as the Plan Administrator will permit in a uniform and nondiscriminatory manner) before the effective date of withdrawal. A Participant will cease to be a Contributing Participant upon their Termination of Employment or on account of termination of the Plan.

C. Return as a Contributing Participant After Ceasing Elective Deferrals – A Participant who has withdrawn as a Contributing Participant (e.g., pursuant to Plan Section 3.01(B), a suspension due to a hardship distribution, or a suspension due to a distribution on account of a Deemed Severance from Employment) may not again become a Contributing Participant such times established by the Plan Administrator in a uniform and nondiscriminatory manner.

D. Changing Elective Deferral Amounts – A Contributing Participant or a Participant who has met the eligibility requirements in the Adoption Agreement, but who has never made an affirmative election regarding Elective Deferrals, may complete a new or modify an existing salary reduction agreement to increase or decrease the amount of their Compensation deferred into the Plan or change the type of their future Elective Deferrals (Roth or Pre-Tax), if applicable. Such modification may be made as of such times established by the Plan Administrator in a uniform and nondiscriminatory manner. A modification that results in the amount of the Participant's Compensation being deferred into the Plan being zero (0) will be considered a cessation of deferrals under the Plan. A Contributing Participant who desires to make such a modification will complete and deliver (either in writing or in any other form permitted by the IRS and the DOL) a new salary reduction agreement. The Plan Administrator may prescribe such uniform and nondiscriminatory rules as it deems appropriate to carry out the terms of this Plan Section 3.01(D).

E. Pre-Tax vs. Roth Elective Deferrals – If the Adopting Employer so elects in the Adoption Agreement, each Employee who enrolls as a Contributing Participant may specify whether their Elective Deferrals are to be characterized as Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a specified combination. A Contributing Participant's election will remain in effect until superseded by another election. Elective Deferrals contributed to the Plan as one type, either Roth or Pre-Tax, may not later be reclassified as the other type. A Contributing Participant's Roth Elective Deferrals will be deposited in the Contributing Participant's Roth Elective Deferral subaccount in the Plan. No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Contributing Participant's Roth Elective Deferral account, and gains, losses, and other credits or charges will be allocated on a reasonable and consistent basis to such subaccount.

F. Catch-up Contributions – All Employees who are eligible to make Elective Deferrals under this Plan and who are age 50 or older by the end of their taxable year will be eligible to make Catch-up Contributions. Catch-up Contributions are not subject to the limits on Annual Additions under Code section 415, are not counted in the ADP test, and are not counted in determining the minimum allocation under Code section 416 (but Catch-up Contributions made in prior years are counted in determining whether the Plan is top-heavy). Provisions in the Plan relating to Catch-up Contributions apply to Elective Deferrals made after 2001.

3.02 EMPLOYER CONTRIBUTIONS

A. Obligation to Contribute – The Employer may contribute an amount to be determined from year to year. The Employer may, in its sole discretion, make contributions without regard to current or accumulated earnings or profits.

B. Allocation Formula and the Right to Share in the Employer Contribution

1. General – Employer Profit Sharing Contributions will be allocated to all Qualifying Participants using a pro rata allocation formula. Under the pro rata allocation formula, Employer Profit Sharing Contributions will be allocated to the Individual Accounts of Qualifying Participants in the ratio that each Qualifying Participant's Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year. The Employer Contribution for any Plan Year will be deemed allocated to each Participant's Individual Account as of the last day of that Plan Year.

   Any Employer Contribution for a Plan Year must satisfy Code section 401(a)(4) and the corresponding Treasury Regulations for such Plan Year.

2. Special Rule for Owner-Employees – If this Plan provides contributions or benefits for one or more Owner-Employees, contributions on behalf of any Owner-Employee may be made only with respect to the Earned Income of such Owner-Employee.

3. Inclusion of Ineligible Employees – If any Employee who is not a Qualifying Participant is erroneously treated as a Qualifying Participant during a Plan Year, then, except as otherwise provided in Plan Section 3.02(F), the Employer will not be eligible to receive any portion of the contribution erroneously allocated to the Individual Account of the ineligible Employee. The Employer must correct the inclusion of ineligible employees using any method permitted under the Employee Plans Compliance Resolution System (EPCRS) or allowed by the IRS or DOL under regulations or other guidance. EPCRS is currently described in IRS Revenue Procedure 2013-12.

4. Exclusion of Eligible Participant – If in any Plan Year, any Participant is erroneously excluded and discovery of such exclusion is not made until after the Employer Contribution has been made and allocated, then the Employer must contribute

for the excluded Participant the amount, including earnings thereon, that the Employer should have contributed for the Participant. The Employer must correct the exclusion of eligible Participants using any method permitted under EPCRS or allowed by the IRS or DOL under regulations or other guidance. EPCRS is currently described in IRS Revenue Procedure 2013-12.

C. Allocation of Forfeitures – A Participant's Individual Account shall be nonforfeitable and 100 percent vested at all times.

D. Timing of Employer Contribution – Unless otherwise specified in the Plan or permitted by law or regulation, the Employer Contribution made by an Employer for each Plan Year will be deposited with the Trustee not later than the due date for filing the Employer's income tax return for its tax year in which the Plan Year ends, including extensions thereof. Notwithstanding the preceding, Employer Contributions may be deposited during the Plan Year for which they are being made.

E. Minimum Allocation for Top-Heavy Plans – The contribution and allocation provisions of this Plan Section 3.02(E) will apply for any Plan Year with respect to which this Plan is a Top-Heavy Plan and will supersede any conflicting provisions in the Plan.

1. Except as otherwise provided in (3) and (4) below, the Employer Contributions allocated on behalf of any Participant who is not a Key Employee will not be less than the lesser of three-percent of such Participant's Compensation or (in the case where the Employer does not maintain a defined benefit plan in addition to this Plan that designates this Plan to satisfy Code section 401 the largest percentage of Employer Contributions, as a percentage of the Key Employee's Compensation, as limited by Code section 401(a)(17), allocated on behalf of any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. Only Participants who are not Key Employees will be entitled to receive the minimum allocation. For purposes of the preceding sentences, the largest percentage of Employer Contributions as a percentage of each Key Employee's Compensation will be determined by treating Elective Deferrals as Employer Contributions. This minimum allocation will be made even though under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation.

2. For purposes of computing the minimum allocation, Compensation will mean compensation as provided in the Definitions Section of the Plan as limited by Code section 401(a)(17) and will include any amounts contributed by the Employer pursuant to a salary reduction agreement and that is not includible in gross income under Code sections 402(g), 125, 132(f)(4), or 457. Compensation for the full Determination Year will be used in calculating the minimum allocation.

3. The provision in (1) above will not apply to any Participant who was not employed by the Employer on the last day of the Plan Year.

4. The minimum allocation required under this Plan Section 3.02(E) (to the extent required to be nonforfeitable under Code section 416(b)) may not be forfeited under Code sections 411(a)(3)(B) or 411(a)(3)(D).

5. Elective Deferrals (and for Plan Years beginning before 2002, Matching Contributions) may be taken into account for purposes of satisfying the minimum allocation requirement applicable to Top-Heavy Plans described in Plan Section 3.02(E)(1).

F. Return of the Employer Contribution to the Employer Under Special Circumstances – Any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

In the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Code, any contributions made incident to that initial qualification by the Employer must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for qualification is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

In the event that a contribution made by the Employer under this Plan is conditioned on deductibility and is not deductible under Code section 404, the contribution, to the extent of the amount disallowed, must be returned to the Employer within one year after the deduction is disallowed.

If applicable, no contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

3.03 ROLLOVER CONTRIBUTIONS

An Employee may make Indirect Rollover and Direct Rollover contributions to the Plan from distributions made from plans described in Code sections 401(a), 403(a), 403(b), 408, and 457(b) (if maintained by a governmental entity) (excluding nondeductible employee contributions) unless an Employee is a member of any excluded class pursuant to Plan Section 2.01. The Plan Administrator may require the Employee to certify, either in writing or in any other form permitted under rules promulgated by the IRS and DOL, that the contribution qualifies as a rollover contribution under the applicable provisions of the Code. If it is later determined that all or part of a rollover contribution was ineligible to be contributed to the Plan, the Plan Administrator shall direct that any ineligible amounts, plus earnings or losses attributable thereto (determined in the manner described in Plan Section 7.02(B)), be distributed from the Plan to the Employee as soon as administratively feasible.

A separate account will be maintained by the Plan Administrator for each Employee's rollover contributions, which will be nonforfeitable at all times. Such account will share in the income and gains and losses of the Fund in the manner described in Plan Section 7.02(B). The

Employer may, in a uniform and nondiscriminatory manner, allow only Employees who have become Participants in the Plan to make rollover contributions.

2009 RMDs and Extended 2009 RMDs distributed for 2009 were considered Eligible Rollover Distributions and could have been rolled over to the Plan in accordance with this section.

3.04 TRANSFER CONTRIBUTIONS

The Adopting Employer may, subject to uniform and nondiscriminatory rules, permit elective transfers to be delivered to the Trustee in the name of an Employee from the trustee or custodian of another plan qualified under Code section 401(a). Whether any particular elective transfer will be accepted by the Plan will be determined using the uniform and nondiscriminatory rules established by the Plan Administrator, and the procedures for the receipt of such transfers by the Plan must be allowed under Code section 411(d)(6), Treasury Regulation section 1.411(d)-4, and other rules promulgated by the IRS. Nothing in this Plan prohibits the Plan Administrator from permitting (or prohibiting) Participants to transfer their Individual Accounts to other eligible plans, provided such transfers are permitted (or prohibited) in a uniform and nondiscriminatory manner. If it is later determined that all or part of an elective transfer was ineligible to be transferred into the Plan, the Plan Administrator shall direct that any ineligible amounts, plus earnings or losses attributable thereto (determined in the manner described in Plan Section 7.02(B)), be distributed from the Plan to the Employee as soon as administratively feasible. Notwithstanding the preceding, the Employer may, at its discretion, also return the amount transferred to the transferor plan or correct the ineligible transfer using any other method permitted by the IRS under regulation or other guidance.

A separate account will be maintained by the Plan Administrator for each Employee's elective transfers, which will, if applicable, be nonforfeitable at all times. Such account will share in the income and gains and losses of the Fund in the manner described in Plan Section 7.02(B). If elective transfers are associated with distributable events and the Employees are eligible to receive single sum distributions consisting entirely of Eligible Rollover Contributions, the elective transfers will be considered Direct Rollovers.

3.05 LIMITATION ON ALLOCATIONS

A. If the Participant does not participate in, and has never participated in, another qualified plan maintained by the Employer, a welfare benefit fund (as defined in Code section 419(e)) maintained by the Employer, an individual medical account (as defined in Code section 415(l)(2)) maintained by the Employer, or a simplified employee pension plan (as defined in Code section 408(k)) maintained by the Employer, any of which provides an Annual Addition as defined in the Definitions Section of the Plan, the following rules will apply.

1. The amount of Annual Additions that may be credited to the Participant's Individual Account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Individual Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated may be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

2. Before determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

3. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

4. Any Excess Annual Additions allocated to a Participant may be corrected through EPCRS or such other correction method allowed by statute, regulations, or regulatory authorities. EPCRS is currently described in IRS Revenue Procedure 2013-12.

B. If, in addition to this Plan, the Participant is covered under another qualified master or prototype defined contribution plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified employee pension plan maintained by the Employer any of which provides an Annual Addition as defined in the Definitions Section of the Plan during any Limitation Year, the following rules apply.

1. The Annual Additions that may be credited to a Participant's Individual Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under the other qualified Master or Prototype Plans, welfare benefit funds, individual medical account, and simplified employee pension plans for the same Limitation Year. If the Annual Additions with respect to the Participant under other qualified Master or Prototype defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pension plans maintained by the Employer are less than the Maximum Permissible Amount, and the Employer Contribution that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated may be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified Master or Prototype defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pension plans in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.

2. Before determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in Plan Section 3.05(A)(2).

3. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

4. Any Excess Annual Additions attributed to this Plan will be disposed of in the manner described in Plan Section 3.05(A)(4).

C. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a Master or Prototype Plan, the provisions of Plan Section 3.05(B)(1) through 3.05(B)(4) will apply as if the other plan were a Master or Prototype Plan. In the event this method cannot be administered because of conflicting language in the other plan, the Employer must provide, through a written attachment to the Plan, the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Annual Additions in a manner that precludes Employer discretion.

3.06 ACTUAL DEFERRAL PERCENTAGE TEST (ADP)

A. Limits on Highly Compensated Employees – The Actual Deferral Percentage (hereinafter "ADP") for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the ADP for Participants who are non-Highly Compensated Employees for the same Plan Year must satisfy one of the following tests.

1. The ADP for Participants who are Highly Compensated Employees for the Plan Year will not exceed the ADP for Participants who are non-Highly Compensated Employees for the same Plan Year multiplied by 1.25; or

2. The ADP for Participants who are Highly Compensated Employees for the Plan Year will not exceed the ADP for Participants who are non-Highly Compensated Employees for the same Plan Year multiplied by 2.0 provided that the ADP for Participants who are Highly Compensated Employees does not exceed the ADP for Participants who are non-Highly Compensated Employees by more than two percentage points.

   The prior-year testing method described below will apply to this Plan.

3. Prior-Year Testing – The ADP for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the prior year's ADP for Participants who were non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests.

   a. The ADP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year will not exceed the prior year's ADP for Participants who were non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or

   b. The ADP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year will not exceed the prior year's ADP for Participants who were non-Highly Compensated Employees for the prior Plan Year multiplied by 2.0, provided that the ADP for Participants who are Highly Compensated Employees does not exceed the ADP for Participants who were non-Highly Compensated Employees in the prior Plan Year by more than two percentage points.

   For the first Plan Year that the Plan permits any Participant to make Elective Deferrals and if this is not a successor Plan, for purposes of the preceding tests, the prior year's non-Highly Compensated Employees' ADP will be three-percent.

B. Special Rules

1. A Participant is a Highly Compensated Employee for a particular Plan Year if they meet the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a non-Highly Compensated Employee for a particular Plan Year if they do not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

2. The ADP for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Deferrals allocated to their Individual Accounts under two or more arrangements described in Code section 401(k) that are maintained by the Employer, will be determined as if such Elective Deferrals were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all Elective Deferrals made during the Plan Year under all such arrangements will be aggregated. For Plan Years beginning before 2006, cash or deferred arrangements ending with or within the same calendar year will be treated as a single arrangement. Notwithstanding the preceding, certain plans will be treated as separate if mandatorily disaggregated under the Treasury Regulations under Code section 401(k).

3. In the event that this Plan satisfies the requirements of Code sections 401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Code sections only if aggregated with this Plan, then this Plan Section 3.06(B)(3) will be applied by determining the ADP of Participants as if all such plans were a single plan. If more than ten-percent of the Employer's non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation section 1.401(k)-2(c)(4), then any adjustments to the non-Highly Compensated Employee ADP for the prior year will be made in accordance with such regulations. Plans may be aggregated in order to satisfy Code section 401(k) only if they have the same Plan Year and use the same ADP testing method.

4. For purposes of satisfying the ADP test, Elective Deferrals must be made before the end of the 12-month period immediately following the Plan Year to which contributions relate.

5. The Employer shall maintain records sufficient to demonstrate satisfaction of the ADP test.

6. The determination and treatment of the ADP amounts of any Participant will satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

7. In the event that the Plan Administrator determines that it is not likely that the ADP test will be satisfied for a particular Plan Year unless certain steps are taken before the end of such Plan Year, the Plan Administrator may require Contributing Participants who are Highly Compensated Employees to reduce or cease future Elective Deferrals for such Plan Year in order to satisfy that requirement. This limitation will be considered a Plan-imposed limit for Catch-up Contribution purposes. If the Plan Administrator requires Contributing Participants to reduce or cease making Elective Deferrals under this paragraph, the reduction or cessation will begin with the Highly Compensated Employee with either the largest amount of Elective Deferrals or the highest Contribution Percentage for the Plan Year (on the date on which it is determined that the ADP test will not likely be satisfied), as elected by the Plan Administrator. All remaining Highly Compensated Employees' Elective Deferrals for the Plan Year will be limited to such amount. Notwithstanding the preceding, if it is later determined that the ADP test for the Plan Year will be satisfied, Highly Compensated Employees will be permitted to enroll again as Contributing Participants in accordance with the terms of the Plan.

8. Elective Deferrals that are treated as Catch-up Contributions because they exceed a Plan limit or a statutory limit will be excluded from ADP testing. Amounts which are characterized as Catch–up Contributions as a result of the ADP test will reduce the amount of Excess Contributions distributed.

SECTION FOUR: VESTING AND FORFEITURES

An Employee is 100 percent vested in their Individual Account which shall be nonforfeitable at all times.

SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

5.01 DISTRIBUTIONS

A. Eligibility for Distributions

1. Entitlement to Distribution – A Participant's Individual Account shall be distributable to the Participant upon the Participant's Termination of Employment, attainment of Normal Retirement Age, Disability, attainment of age 59½, or the termination of the Plan. If a Participant who is entitled to a distribution is not legally competent to request or consent to a distribution, the Participant's court-appointed guardian, an attorney-in-fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Participant, may request and accept a distribution of the Vested portion of a Participant's Individual Account under this Plan Section 5.01(A).

2. Special Requirements for Certain 401(k) Contributions – Elective Deferrals and income allocable are not distributable to a Participant or their Beneficiary or Beneficiaries, in accordance with such Participant's or Beneficiaries' election, earlier than upon the Participant's Severance from Employment, death, or Disability, except as listed below.

   Such amounts may also be distributed upon any one of the following events:

   a. termination of the Plan without the establishment of another defined contribution plan, other than an employee stock ownership plan (as defined in Code section 4975(e) or Code section 409), a simplified employee pension plan (as defined in Code section 408(k)), a SIMPLE IRA Plan (as defined in Code section 408(p)), a plan or contract described in Code section 403(b), or a plan described in Code section 457(b) or (f), at any time during the period beginning on the date of Plan termination and ending twelve months after all assets have been distributed from the Plan;

   b. attainment of age 59½ in the case of a profit sharing plan;

   c. existence of a hardship incurred by the Participant as described in Plan Section 5.01(C)(2)(b);

   d. existence of a Deemed Severance from Employment under Code section 414(u)(12)(B) during a period of uniformed services as defined in Code section 3401(h)(2)(A). If an individual receives a distribution due to a Deemed Severance from Employment, the individual may not make an Elective Deferral during the six-month period beginning on the date of the distribution; or

   e. a federally declared disaster as described in Plan Section 5.01(D)(3).

   All distributions that may be made pursuant to one or more of the preceding distribution eligibility requirements are subject to the spousal and Participant consent requirements (if applicable) contained in Code section 401(a)(11) and 417. In addition, distributions that are triggered by either a., b., or c. above must be made in a lump sum.

   For years beginning after 2005, if both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, the Plan Administrator, in a uniform and nondiscriminatory manner, may establish operational procedures, including ordering rules as permitted under the law and related regulations, that specify whether distributions, including corrective distributions of Excess Elective Deferrals, or Excess Annual Additions, will consist of a Participant's Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination of both, to the extent such type of Elective Deferral was made for the year. The operational procedures may include an option for Participants to designate whether the distribution is being made from Pre-Tax or Roth Elective Deferrals.

3. Distribution Request: When Distributed – A Participant or Beneficiary entitled to a distribution who wishes to receive a distribution must submit a request (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Plan Administrator. If required in writing, such request will be made upon a form provided or approved by the Plan Administrator. Upon a valid request, the Plan Administrator will direct the Trustee to commence distribution as soon as administratively feasible after the request is received.

   Distributions will be made based on the value of the Individual Account available at the time of actual distribution. To the extent the distribution request is for an amount greater than the Individual Account, the Trustee will be entitled to distribute the entire Individual Account.

B. Distributions Upon Termination of Employment

1. Individual Account Balances Less Than or Equal to Cashout Level – If the value of a Participant's Individual Account does not exceed the cashout level, the following rules will apply. If the value of a Participant's Individual Account does not qualify as an Eligible Rollover Distribution, distribution from the Plan may be made to the Participant in a single lump sum in lieu of all other forms of distribution under the Plan. If the value of a Participant's Individual Account does not exceed $1,000 and qualifies as an Eligible Rollover Distribution, and the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution in accordance with this Section Five of the Plan, distribution will be made to the Participant in a single lump sum in lieu of all other forms of distribution under the Plan. If the value of the Vested portion of a Participant's Individual Account exceeds $1,000 and qualifies as an Eligible Rollover Distribution, and if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution in accordance with this Section Five of the Plan, distribution will be paid by the Plan Administrator in a Direct Rollover to an individual retirement arrangement (as described in Code section 408(a), 408(b) or 408A) designated by the Plan Administrator.

   Distributions made under this paragraph will occur following the Participant's Termination of Employment in accordance with a uniform and nondiscriminatory schedule established by the Plan Administrator. Notwithstanding the preceding, if the Participant is reemployed by the Employer before the occurrence of the distribution, no distribution will be made under this paragraph.

   The value of the Participant's Individual Account for purposes of this paragraph will be determined by including rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(a)(ii), and 457(e)(16).

2. Individual Account Balances Exceeding Cashout Level – If distribution in the form of a Qualified Joint and Survivor Annuity is required with respect to a Participant and either the value of the Participant's Vested Individual Account exceeds the cashout level or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and if the Individual Account is immediately distributable, the Participant must consent to any distribution of such Individual Account.

   If distribution in the form of a Qualified Joint and Survivor Annuity is not required with respect to a Participant and the value of such Participant's Vested Individual Account exceeds the cashout level, and if the Individual Account is immediately distributable, the Participant must consent to any distribution of such Individual Account.

   The consent of the Participant and the Participant's Spouse will be obtained (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Individual Account is no longer immediately distributable and, for Plan Years beginning after December 31, 2006, the consequences of failing to defer any distribution. Such notification will include a general description of the material features, and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code section 417(a)(3), and a description of the consequences of failing to defer a distribution, and will be provided no less than 30 days and no more than 180 days before the Annuity Starting Date.

   If a distribution is one to which Code sections 401(a)(11) and 417 do not apply, such distribution may commence less than 30 days after the notice required in Treasury Regulation section 1.411(a)-11(c) is given, provided that:

   a. the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

   b. the Participant, after receiving the notice, affirmatively elects a distribution.

   Notwithstanding the preceding, only the Participant need consent to the commencement of a distribution that is either made in the form of a Qualified Joint and Survivor Annuity or is made from a Plan that meets the Retirement Equity Act safe harbor rules of Plan Section 5.10(E), while the Individual Account is immediately distributable. Neither the consent of the Participant nor the Participant's Spouse will be required to the extent that a distribution is required to satisfy Code section 401(a)(9) or Code section 415. In addition, upon termination of this Plan, if the Plan does not offer an annuity option (purchased from a commercial provider), the Participant's Individual Account may, without the Participant's consent, be distributed to the Participant or transferred to another defined contribution plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)) within the same controlled group.

An Individual Account is immediately distributable if any part of the Individual Account could be distributed to the Participant (or surviving Spouse) before the Participant attains or would have attained (if not deceased) the later of Normal Retirement Age or age 62.

3. Distribution Before Attainment of Normal Retirement Age – A Participant who has incurred a Termination of Employment before attaining Normal Retirement Age may elect to receive a distribution with regard to Employer Profit Sharing Contributions. A Participant who has incurred a Severance from Employment before attaining Normal Retirement Age may elect to receive a distribution with regard to Elective Deferrals.

C. Distributions During Employment

1. In-Service Distributions – A Participant may elect to receive an in-service distribution of all or part of their Individual Account attributable to Employer Contributions, other than those described in Plan Sections 5.01(A)(2), upon meeting one of the following requirements.

   a. *Participant for Five or More Years* – An Employee who has been a Participant in the Plan for five or more years may withdraw up to the entire Individual Account.

   b. *Participant for Less than Five Years* – An Employee who has been a Participant in the Plan for less than five years may withdraw only the amount that has been in their Individual Account attributable to Employer Contributions for at least two full Plan Years, measured from the date such contributions were allocated.

   A Participant who is not otherwise eligible to receive a distribution of their Individual Account may elect to receive an in-service distribution of all or part of the Vested portion of their Individual Account attributable to transfers of money purchase pension contributions at age 62.

   All in-service distributions are subject to the requirements of Plan Section 5.10, as applicable.

2. Hardship Withdrawals

   a. *Hardship Withdrawals of Employer Profit Sharing Contributions* – Notwithstanding Plan Section 5.01(C)(1), an Employee may elect to receive a hardship distribution of all or part of the Vested portion of their Individual Account attributable to Employer Contributions other than those described in Plan Section 5.01(A)(2), subject to the requirements of Plan Section 5.10.

   For purposes of this Plan Section 5.01(C)(2)(a), hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code section 213(d), of the Employee, the Employee's Spouse, dependents, or the Employee's Primary Beneficiary, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's spouse, children, dependents, or the Employee's Primary Beneficiary, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5), funeral or burial expenses for the Employee's deceased parent, Spouse, child, dependent, or the Employee's Primary Beneficiary, and 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds ten-percent of adjusted gross income).

   A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Employee only if

   i. the Employee has obtained all distributions, other than hardship distributions, and all nontaxable loans available under all plans maintained by the Employer; and

   ii. the distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

   b. *Hardship Withdrawals of Elective Deferrals* – Distribution of Elective Deferrals (including and any earnings credited to an Employee's account as of the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989) may be made to an Employee in the event of hardship. For the purposes of this Plan Section 5.01(C)(2)(b), hardship is defined as an immediate and heavy financial need of the Employee where the distribution is needed to satisfy the immediate and heavy financial need of such Employee. Hardship distributions are subject to the spousal consent requirements contained in Code sections 401(a)(11) and 417, if applicable.

   For purposes of determining whether an Employee has a hardship, rules similar to those described in Plan Section 5.01(C)(2)(a) will apply except that only the financial needs listed above will be considered. In addition, a distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Employee only if

   i. all plans maintained by the Employer provide that the Employee's Elective Deferrals will be suspended for six months (12 months for hardship distributions before 2002) after the receipt of the hardship distribution; and

   ii. for hardship distributions before 2002, all plans maintained by the Employer provide that the Employee may not make Elective Deferrals for the Employee's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code section 402(g) for such taxable year less the amount of such Employee's Elective Deferrals for the taxable year of the hardship distribution.

3. Qualified Reservist Distributions – Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a Participant where 1) such distribution is made from Elective Deferrals, 2) such Participant was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and 3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period. The Participant must have been ordered or called to active duty after September 11, 2001.

D. Miscellaneous Distribution Issues

1. Distribution of Rollover and Transfer Contributions – The following rules will apply with respect to entitlement to distribution of rollover and transfer contributions.

   a. *Entitlement to Distribution* – Rollover contributions (including rollovers of nondeductible employee contributions) and earnings thereon may be distributed at any time upon request. Transfer contributions may be distributed at any time upon request.

   To the extent that any optional form of benefit under this Plan permits a distribution before the Employee's retirement, death, Disability, attainment of Normal Retirement Age, or Termination of Employment, or before Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred (within the meaning of Code section 414(l)) to this Plan from a money purchase pension plan or a target benefit pension plan qualified under Code section 401(a) (other than any portion of those assets and liabilities attributable to voluntary employee contributions). In addition, if such transfers consist of Elective Deferrals (including earnings thereon) from a 401(k) plan, the assets transferred will continue to be subject to the distribution restrictions under Code sections 401(k)(2) and 401(k)(10).

   b. *Direct Rollovers of Eligible Rollover Distributions* – A Recipient may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least $500 (or such lesser amount if the Plan Administrator permits in a uniform and nondiscriminatory manner) paid directly to an Eligible Retirement Plan specified by the Recipient in a Direct Rollover.

2. Commencement of Benefits – Notwithstanding any other provision, unless the Participant elects otherwise, distribution of benefits will begin no later than the 60th day after the latest of the close of the Plan Year in which

   a. the Participant attains age 65 (or Normal Retirement Age, if earlier),

   b. the Participant reaches the 10th anniversary of the year in which the Participant commenced participation in the Plan, or

   c. the Participant incurs a Termination of Employment.

   Notwithstanding the preceding, the failure of a Participant (and Spouse, if applicable) to consent to a distribution while a benefit is immediately distributable, within the meaning of Plan Section 5.01(B)(2), will be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Plan Section 5.01(D)(2).

3. Federally Declared Disaster – If allowed by the Plan Sponsor, Participants may have previously requested or may in the future request a distribution of, or a loan from, the Vested portion of their Individual Account balance related to federally declared disaster area tax relief (e.g., Katrina Emergency Tax Relief Act of 2005, Heartland Disaster Tax Relief Act of 2008), as specified by the Plan Sponsor and as allowed under the Code and any additional rules, regulations, or other pronouncements promulgated by either the IRS or DOL.

5.02 FORM OF DISTRIBUTION TO A PARTICIPANT

If the value of the Participant's Individual Account exceeds $1,000 and the Participant has properly waived the Qualified Joint and Survivor Annuity (if applicable), as described in Plan Section 5.10, the Participant may request (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) that the Individual Account be paid to them in one or more of the following forms of payment: 1) in a lump sum, 2) in a non-recurring partial payment, 3) in installment payments (a series of regularly scheduled recurring partial payments), or 4) applied to the purchase of an annuity contract. Notwithstanding the preceding, non-recurring partial payments may be made from the Plan either before Termination of Employment or to satisfy the requirements of Code section 401(a)(9).

5.03 DISTRIBUTIONS UPON THE DEATH OF A PARTICIPANT

A. Designation of Beneficiary – Spousal Consent – Each Participant may designate, in a form or manner approved by and delivered to the Plan Administrator, one or more primary and contingent Beneficiaries to receive all or a specified portion of the Participant's Individual Account in the event of the Participant's death. A Participant may change or revoke such Beneficiary designation by completing and delivering the proper form to the Plan Administrator.

In the event that a Participant wishes to designate a Primary Beneficiary who is not their Spouse, their Spouse must consent (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to such designation, and the Spouse's consent must acknowledge the effect of such designation and be witnessed by a notary public or plan representative. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such consent may not be obtained because there is no Spouse or the Spouse cannot be located, no consent will be required. In addition, if the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if the guardian is the Participant, may give consent. If the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, spousal consent is not required unless a Qualified Domestic Relations Order provides otherwise. Any change of Beneficiary will require a new spousal consent to the extent required by the Code or Treasury Regulations.

B. Payment to Beneficiary – If a Participant dies before the Participant's entire Individual Account has been paid to them, such deceased Participant's Individual Account will be payable to any surviving Beneficiary designated by the Participant, or, if no Beneficiary survives the Participant, to the Participant's Spouse, or, where no Spouse exists, to the Participant's estate. If the Beneficiary is a minor, distribution will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to their legal guardian or, if applicable, to their custodian under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act. If a Beneficiary is not a minor but is not legally competent to request or consent to a distribution, distributions will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to the Participant's court-appointed guardian, an attorney-in-fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Beneficiary. A Beneficiary may disclaim their portion of a Participant's Individual Account by providing the Plan Administrator written notification pursuant to Code section 2518(b).

C. Distribution Request – When Distributed – A Beneficiary of a deceased Participant entitled to a distribution who wishes to receive a distribution must submit a request (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Plan Administrator. If required in writing, such request will be made on a form provided or approved by the Plan Administrator. Upon a valid request, the Plan Administrator shall direct the Trustee to commence distribution as soon as administratively feasible after the request is received.

5.04 FORM OF DISTRIBUTION TO BENEFICIARIES

A. Value of Individual Account Does Not Exceed $5,000 – If the value of the a Participant's Individual Account does not exceed $5,000, the value of a Participant's Individual Account may be made to the Beneficiary in a single lump sum in lieu of all other forms of distribution under the Plan, as soon as administratively feasible.

The value of the Participant's Individual Account for purposes of this paragraph will be determined by including rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

B. Value of Individual Account Exceeds $5,000 – If the value of a Participant's Individual Account exceeds $5,000, the preretirement survivor annuity requirements of Plan Section 5.10 will apply unless waived in accordance with that Plan Section 5.10 or unless the Retirement Equity Act safe harbor rules of Plan Section 5.10(E) apply. However, a surviving Spouse Beneficiary may elect any form of payment allowable under the Plan in lieu of the preretirement survivor annuity. Any such payment to the surviving Spouse must meet the requirements of Plan Section 5.05.

If the value of the Vested portion of a Participant's Individual Account exceeds $5,000 and either (1) the preretirement survivor annuity requirements of Plan Section 5.10 have been satisfied or waived in accordance or (2) the Retirement Equity Act safe harbor rules of Plan Section 5.10(E) apply, the value of the Vested portion of a Participant's Individual Account may be made to the Beneficiary in a single lump sum in lieu of all other forms of distribution under the Plan, as soon as administratively feasible.

C. Other Forms of Distribution to Beneficiary – If the value of a Participant's Individual Account exceeds $5,000 and the Participant has properly waived the preretirement survivor annuity, as described in Plan Section 5.10 (if applicable), or if the Beneficiary is the Participant's surviving Spouse, the Beneficiary may, subject to the requirements of Plan Section 5.05, request (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) that the Participant's Individual Account be paid in any form of distribution permitted to be taken by the Participant under this Plan other than applying the Individual Account toward the purchase of an annuity contract. Notwithstanding the preceding, installment payments to a Beneficiary cannot be made over a period exceeding the Life Expectancy of such Beneficiary.

Notwithstanding the preceding provisions, a Beneficiary is permitted (subject to regulatory guidance) to directly roll over their portion of the Individual Account to an inherited individual retirement arrangement (under Code sections 408 or 408A). Such Direct Rollovers must otherwise qualify as Eligible Rollover Distributions.

5.05 REQUIRED MINIMUM DISTRIBUTION REQUIREMENTS

A. General Rules

1. Subject to Plan Section 5.10, the requirements of this Plan Section 5.05 will apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Plan Section 5.05 apply to calendar years beginning after December 31, 2002.

2. All distributions required under this Plan Section 5.05 will be determined and made in accordance with Treasury Regulation section 1.401(a)(9), including the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G).

3. Limits on Distribution Periods – As of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods (or a combination thereof):

   a. the life of the Participant,

   b. the joint lives of the Participant and a Designated Beneficiary,

   c. a period certain not extending beyond the Life Expectancy of the Participant, or

   d. a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.

B. Time and Manner of Distribution

1. Required Beginning Date – The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

   For purposes of this Plan Section 5.05(B) and Plan Section 5.05(D), unless Plan Section 5.05(D)(2)(a)(iii) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Plan Section 5.05(D)(2)(a)(iii) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Plan Section 5.05(D)(2)(a)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse in Plan Section 5.05(D)(2)(a)(i)), the date distributions are considered to begin is the date distributions actually commence.

   Except as provided in a separate IRS model amendment, if applicable, Participants or Beneficiaries may elect on an individual basis whether the five-year rule or the life expectancy rule in Plan Section 5.05(D) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under this Plan Section 5.05(B), or by September 30 of the calendar year that contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions will be made in accordance with this Plan Section 5.05(B) and Plan Section 5.05(D) and, if applicable, the election in a separate IRS model amendment, if applicable).

2. Forms of Distribution – Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Plan Section 5.05(C) and Plan Section 5.05(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the corresponding Treasury Regulations.

C. Required Minimum Distributions During Participant's Lifetime

1. Amount of Required Minimum Distribution for Each Distribution Calendar Year – During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

   a. the quotient obtained by dividing the Participant's Benefit by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation section 1.401(a)(9)-9, Q&A 2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

   b. if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Benefit by the number in the Joint and Last Survivor Table set forth in Treasury Regulation section 1.401(a)(9)-9, Q&A 3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

2. Lifetime Required Minimum Distributions Continue Through Year of Participant's Death – Required minimum distributions will be determined under this Plan Section 5.05(C) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

D. Required Minimum Distributions After Participant's Death

1. Death On or After Date Distributions Begin

   a. *Participant Survived by Designated Beneficiary* – If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

      i. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

ii. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

iii. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

b. *No Designated Beneficiary* – If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

2. <u>Death Before Date Distributions Begin</u>

a. *Participant Survived by Designated Beneficiary* – Except as provided in a separate IRS model amendment, if applicable, or as elected by a Designated Beneficiary pursuant to Plan Section 5.05(B)(1), if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Plan Section 5.05(D)(1).

i. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, (except as provided in a separate IRS model amendment, if applicable), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

ii. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, (except as provided in a separate IRS model amendment, if applicable), distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

iii. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse are required to begin, this Plan Section 5.05(D)(2), other than Plan Section 5.05(D)(2)(a), will apply as if the surviving Spouse were the Participant.

b. *No Designated Beneficiary* – If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

3. <u>Election to Allow Designated Beneficiary Receiving Distributions Under Five-Year Rule to Elect Life Expectancy Distributions</u> – Unless specified otherwise in a separate IRS model amendment, a Designated Beneficiary who is receiving payments under the five-year rule may have made a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003 or the end of the five-year period.

E. TEFRA Section 242(b) Elections

1. Notwithstanding the other requirements of this Plan Section 5.05 and subject to the requirements of Plan Section 5.10, Joint and Survivor Annuity Requirements, distribution on behalf of any Employee (or former Employee), including a five-percent owner, who has made a designation under the Tax Equity and Fiscal Responsibility Act of 1982 Section 242(b)(2) (a "Section 242(b)(2) Election") may be made in accordance with all of the following requirements (regardless of when such distribution commences).

a. The distribution by the Fund is one which would not have qualified such Fund under Code section 401(a)(9) as in effect before amendment by the Deficit Reduction Act of 1984.

b. The distribution is in accordance with a method of distribution designated by the Employee whose interest in the Fund is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.

c. Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.

d. The Employee had accrued a benefit under the Plan as of December 31, 1983.

e. The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Employee's death, the Beneficiaries of the Employee listed in order of priority.

2. A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee.

3. If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the corresponding regulations. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute, by the end of the calendar year following the calendar year in which the revocation occurs, the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the corresponding regulations, but for an election made under the Tax Equity and Fiscal Responsibility Act of 1982, Section 242(b)(2). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, provided such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

4. In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation section 1.401(a)(9)-8, Q&A 14 and Q&A 15, will apply.

F. **Transition Rules –** For plans in existence before 2003, required minimum distributions before 2003 were made pursuant to Plan Section 5.05(E), if applicable, and Plan Sections 5.05(F)(1) through 5.05(F)(3) below.

1. 2000 and Before – Required minimum distributions for calendar years after 1984 and before 2001 were made in accordance with Code section 401(a)(9) and the corresponding Proposed Treasury Regulations published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").

2. 2001 – Required minimum distributions for calendar year 2001 were made in accordance with Code section 401(a)(9) and the Proposed Treasury Regulations in Section 401(a)(9) as published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations") unless a prior IRS model amendment provision was adopted that stated that the required minimum distributions for 2001 were made pursuant to the 1987 Proposed Regulations. If distributions were made in 2001 under the 1987 Proposed Regulations before the date in 2001 that the Plan began operating under the 2001 Proposed Regulations, the special transition rule in Announcement 2001-82, 2001-2 C.B. 123, applied.

3. 2002 – Required minimum distributions for calendar year 2002 were made in accordance with Code section 401(a)(9) and the 2001 Proposed Regulations unless the prior IRS model amendment, if applicable, provided that either a. or b. below applies.

   a. Required minimum distributions for 2002 were made pursuant to the 1987 Proposed Regulations.

   b. Required minimum distributions for 2002 were made pursuant to the Final and Temporary Treasury Regulations under Code section 401(a)(9) published in the Federal Register on April 17, 2002 (the "2002 Final and Temporary Regulations"), which are described in Plan Sections 5.05(B) through 5.05(E). If distributions were made in 2002 under either the 1987 Proposed Regulations or the 2001 Proposed Regulations before the date in 2002 on which the Plan began operating under the 2002 Final and Temporary Regulations, the special transition rule in Section 1.2 of the model amendment in Revenue Procedure 2002-29, 2002-1 C.B. 1176, applied.

G. **Temporary Waiver of Required Minimum Distribution Requirements –** Notwithstanding anything in the Plan or the definition of Distribution Calendar Year to the contrary, Participants and Beneficiaries who would have been required to receive a 2009 RMD or Extended 2009 RMD but for the enactment of Code section 401(a)(9)(H) were given the choice to receive such distributions for 2009.

If a Participant or Beneficiary described above was allowed to remove their 2009 RMD or Extended 2009 RMD but did not elect to receive such amount, the 2009 RMD or Extended 2009 RMD was retained in the Plan.

In addition, notwithstanding anything in the Plan to the contrary, if a Beneficiary's balance was required to be distributed under Code section 401(a)(9)(B)(ii), the five-year period described in such section will be determined without regard to calendar year 2009.

5.06 ANNUITY CONTRACTS

Any annuity contract distributed under the Plan (if permitted or required by this Plan Section Five) must be nontransferable. The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse will comply with the requirements of the Plan.

5.07 DISTRIBUTIONS IN-KIND

The Plan Administrator may, but need not, cause any distribution under this Plan to be made either in a form actually held in the Fund, or in cash by converting assets other than cash into cash, or in any combination of the two preceding methods. Assets other than cash, or other assets with a readily ascertainable market value, must be subject to a third-party appraisal before they may be distributed from the Plan.

5.08 PROCEDURE FOR MISSING PARTICIPANTS OR BENEFICIARIES

The Plan Administrator must use all reasonable measures to locate Participants or Beneficiaries who are entitled to distributions from the Plan. Such measures may include using certified mail, checking records of other plans maintained by the Employer, contacting the Participant's Beneficiaries, using a governmental letter-forwarding service, or using internet search tools, commercial locator services, and credit reporting agencies. The Plan Administrator should consider the cost of the measures relative to the Individual Account balance when determining which measures are used.

In the event that the Plan Administrator cannot locate a Participant or Beneficiary who is entitled to a distribution from the Plan after using all reasonable measures, the Plan Administrator may, consistent with applicable laws, regulations, and other pronouncements under the Code and ERISA, use any reasonable procedure to dispose of distributable Plan assets, including any of the following: 1) establish an individual retirement arrangement (IRA), under Code section 408, that complies with the automatic rollover safe harbor regulations, without regard to the amount in the Individual Account, 2) establish a federally insured bank account for and in the name of the Participant or Beneficiary and transfer the assets to such bank account, 3) purchase an annuity contract with the assets in the name of the Participant or Beneficiary (unless an annuity form of distribution is prohibited under the Plan), or 4) transfer the assets to the unclaimed property fund of the state in which the Participant or Beneficiary was last known to reside.

In the event the Plan is terminated, payments must be made in a manner that protects the benefit rights of a Participant or Beneficiary. Benefit rights will be deemed to be protected if the amount in a Participant's or Beneficiary's Individual Account is placed into an IRA, used to purchase an annuity contract, or transferred to another qualified retirement plan. Benefit rights need not, however, be protected if an Individual Account becomes subject to state escheat laws, or if a payment is made to satisfy Code section 401(a)(9), or if such other process is followed that is consistent with applicable statutory or regulatory guidance.

5.09 CLAIMS PROCEDURES

A. Filing a Claim for Plan Distributions – A Participant or Beneficiary who has been denied a request for a distribution or loan and desires to make a claim for the Participant's Individual Account will file a request (either in writing or in any other form permitted under rules promulgated by the IRS and DOL and acceptable to the Plan Administrator) with the Plan Administrator. If such request is required in writing, such request must be made on a form furnished to them by the Plan Administrator for such purpose. The request will set forth the basis of the claim. The Plan Administrator is authorized to conduct such examinations as may be necessary to facilitate the payment of any benefits to which the Participant or Beneficiary may be entitled under the terms of the Plan.

B. Denial of a Claim – Whenever a claim for a Plan distribution or loan submitted in accordance with this Plan Section 5.09 by any Participant or Beneficiary has been wholly or partially denied, the Plan Administrator must furnish such Participant or Beneficiary notice (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) of the denial within 90 days (45 days for claims involving disability benefits) of the date the original claim was filed. This notice will set forth the specific reasons for the denial, specific reference to pertinent Plan provisions on which the denial is based, a description of any additional information or material needed to perfect the claim, an explanation of why such additional information or material is necessary, and an explanation of the procedures for appeal.

C. Remedies Available – The Participant or Beneficiary will have 60 days from receipt of the denial notice in which to make written application for review by the Plan Administrator. The Participant or Beneficiary may request that the review be in the nature of a hearing. The Participant or Beneficiary will have the right to representation, to review pertinent documents, and to submit comments in writing (or in any other form permitted by the IRS or DOL). The Plan Administrator shall issue a decision on such review within 60 days (45 days for claims involving disability benefits) after receipt of an application for review as provided for in this Plan Section 5.09. Upon a decision unfavorable to the Participant or Beneficiary, such Participant or Beneficiary will be entitled to bring such actions in law or equity as may be necessary or appropriate to protect or clarify their right to benefits under this Plan.

5.10 JOINT AND SURVIVOR ANNUITY REQUIREMENTS

A. Application – The provisions of this Plan Section 5.10 will apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984, and such other Participants as provided in Treasury Regulations.

B. Qualified Joint and Survivor Annuity – Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Annuity Starting Date, a married Participant's Individual Account Balance will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's account balance will be paid in the form of a life annuity. The Participant may elect to have such annuity distributed upon attainment of the Earliest Retirement Age under the Plan. In the case of a married Participant, the Qualified Joint and Survivor Annuity must be at least as valuable as any other optional form of benefit payable under the Plan at the same time.

A Plan that is subject to the Qualified Joint and Survivor Annuity requirements must offer an additional survivor annuity option in the form of a Qualified Optional Survivor Annuity.

C. Qualified Preretirement Survivor Annuity – Unless an optional form of benefit has been selected within the Election Period pursuant to a Qualified Election, if a Participant dies before the Annuity Starting Date then the Participant's Individual Account shall be applied toward the purchase of an annuity for the life of the surviving Spouse. The surviving Spouse may elect to have such annuity distributed within a reasonable period after the Participant's death.

D. Notice Requirements

1. In the case of a Qualified Joint and Survivor Annuity, the Plan Administrator shall no less than 30 days and not more than 180 days before the Annuity Starting Date provide each Participant an explanation (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) of 1) the terms and conditions of a Qualified Joint and Survivor Annuity, 2) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit, 3) the rights of a Participant's Spouse, and 4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation section 1.417(a)(3)-1.

The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the explanation described in the preceding paragraph provided 1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) a form of distribution other than a Qualified Joint and Survivor Annuity, 2) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time before the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant, and 3) the annuity starting date is a date after the date that the explanation was provided to the Participant.

2. In the case of a Qualified Preretirement Survivor Annuity as described in Plan Section 5.10(C), the Plan Administrator shall provide each Participant within the applicable period for such Participant an explanation (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) of the Qualified Preretirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Plan Section 5.10(D)(1) applicable to a Qualified Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation section 1.417(a)(3)-1.

   The applicable period for a Participant is whichever of the following periods ends last: 1) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35, 2) a reasonable period ending after the individual becomes a Participant, 3) a reasonable period ending after Plan Section 5.10(D)(3) ceases to apply to the Participant, and 4) a reasonable period ending after this Plan Section 5.10 first applies to the Participant. Notwithstanding the preceding, notice must be provided within a reasonable period ending after separation from service in the case of a Participant who separates from service before attaining age 35.

   For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in 2), 3) and 4) is the end of the two-year period beginning one year before the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice will be provided within the two-year period beginning one year before separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant will be redetermined.

3. Notwithstanding the other requirements of this Plan Section 5.10(D), the respective notices prescribed by this Plan Section 5.10(D) need not be given to a Participant if 1) the Plan "fully subsidizes" the costs of a Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity, and 2) the Plan does not allow the Participant to waive the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity and does not allow a married Participant to designate a non-Spouse Beneficiary. For purposes of this Plan Section 5.10(D)(3), a plan fully subsidizes the costs of a benefit if no increase in cost or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit.

E. Retirement Equity Act Safe Harbor Rules

1. The safe harbor provisions of this Plan Section 5.10(E) shall always apply to any distribution made on or after the first day of the first Plan Year beginning after December 31, 1988, from or under a separate account attributable solely to accumulated deductible employee contributions, as defined in Code section 72(o)(5)(B), and maintained on behalf of a Participant in a money purchase pension plan, if the following conditions are satisfied:

   a. the Participant does not or cannot elect payments in the form of a life annuity; and

   b. on the death of a Participant, the Participant's account balance will be paid to the Participant's surviving Spouse, but if there is no surviving Spouse, or if the surviving Spouse has consented in a manner conforming to a Qualified Election, then to the Participant's Designated Beneficiary. The surviving Spouse may elect to have distribution of the account balance commence within the 180-day period following the date of the Participant's death. The account balance shall be adjusted for gains or losses occurring after the Participant's death in accordance with the provisions of the Plan governing the adjustment of account balances for other types of distributions. This Plan Section 5.10(E) will not apply to a Participant in a profit sharing plan if the plan is a direct or indirect transferee of a defined benefit plan, money purchase pension plan, a target benefit pension plan, stock bonus, or profit sharing plan that is subject to the survivor annuity requirements of Code sections 401(a)(11) and 417. If this Plan Section 5.10(E) applies, then no other provisions of this Plan Section 5.10 will apply except as provided in Treasury Regulations.

2. The Participant may waive the spousal death benefit described in this Plan Section 5.10(E) at any time provided that no such waiver will be effective unless it is a Qualified Election (other than the notification requirement referred to therein) that would apply to the Participant's waiver of the Qualified Preretirement Survivor Annuity.

3. In the event this Plan is a direct or indirect transferee of or a restatement of a plan previously subject to the survivor annuity requirements of Code sections 401(a)(11) and 417 and the Employer has selected to have this Plan Section 5.10(E) apply, the provisions of this Plan Section 5.10(E) will not apply to any benefits accrued (including subsequent adjustments for earnings and losses) before the adoption of these provisions. Such amounts will be separately accounted for in a manner consistent with Plan Section 7.02 and administered in accordance with the general survivor annuity requirements of Plan Section 5.10.

5.11 LIABILITY FOR WITHHOLDING ON DISTRIBUTIONS

The Plan Administrator shall be responsible for withholding federal income taxes from distributions from the Plan, unless the Participant (or Beneficiary, where applicable) elects not to have such taxes withheld. The Trustee or other payor may act as agent for the Plan Administrator to withhold such taxes and to make the appropriate distribution reports, provided the Plan Administrator furnishes all the information to the Trustee or other payor which such payor may need to properly perform withholding and reporting.

5.12 DISTRIBUTION OF EXCESS ELECTIVE DEFERRALS

A. General Rule – A Participant may assign to this Plan any Excess Elective Deferrals made during a taxable year of the Participant by notifying the Plan Administrator of the amount of the Excess Elective Deferrals to be assigned to the Plan. Participants who claim Excess Elective Deferrals for the preceding calendar year must submit their claims (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Plan Administrator by March 1. A Participant is deemed to notify the Plan Administrator of any Excess Elective Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan, contract, or arrangement of the Employer.

Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, will be distributed no later than April 15th to any Participant to whose Individual Account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year, except to the extent such Excess Elective Deferrals were classified as Catch-up Contributions. For years beginning after 2005, the Plan Administrator, in a uniform and nondiscriminatory manner, will determine whether the distribution of Excess Elective Deferrals for a year will be made first from the Participant's Pre-Tax Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

B. Determination of Income or Loss – For taxable years beginning after 2007, Excess Elective Deferrals will be adjusted for any income or loss up to the end of the Plan Year to which such contributions were allocated. The income or loss allocable to Excess Elective Deferrals is the income or loss allocable to the Participant's Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Elective Deferrals for the year and the denominator of which is the Participant's Individual Account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year. For taxable years beginning before 2008, income or loss allocable to Excess Elective Deferrals also included ten percent of the amount determined under the preceding sentence multiplied by the number of whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month. Notwithstanding the preceding sentences, the Plan Administrator may compute the income or loss allocable to Excess Elective Deferrals in the manner described in Plan Section 7.02(B) (i.e., the usual manner used by the Plan for allocating income or loss to Participants' Individual Accounts or any reasonable method), provided such method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year. The Plan will not fail to use a reasonable method for computing the income or loss on Excess Elective Deferrals merely because the income allocable is based on a date that is no more than seven days before the distribution.

5.13 DISTRIBUTION OF EXCESS CONTRIBUTIONS

A. General Rule – Notwithstanding any other provision of this Plan, Excess Contributions, plus any income and minus any loss allocable thereto, will be distributed no later than 12 months after a Plan Year to Participants to whose Individual Accounts such Excess Contributions were allocated for such Plan Year, except to the extent such Excess Contributions were classified as Catch-up Contributions. Excess Contributions are allocated to the Highly Compensated Employees with the largest amounts of Employer Contributions taken into account in calculating the ADP test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such Employer Contributions and continuing in descending order until all the Excess Contributions have been allocated. Both the total amount of the Excess Contribution and, for purposes of the preceding sentence, the "largest amount" are determined after distribution of any Excess Deferrals. To the extent a Highly Compensated Employee has not reached their Catch-up Contribution limit under the Plan, Excess Contributions allocated to such Highly Compensated Employees as Catch-up Contributions will not be treated as Excess Contributions. If such Excess Contributions are distributed more than 2½ months after the last day of the Plan Year in which such Contributions were made, a ten-percent excise tax will be imposed on the Employer maintaining the Plan with respect to such amounts. Excess Contributions will be treated as annual additions under the Plan even if distributed.

B. Determination of Income or Loss – For taxable years beginning after 2007, Excess Contributions will be adjusted for any income or loss up to the end of the Plan Year to which such contributions were allocated. The income or loss allocable to Excess Contributions allocated to each Participant is the income or loss allocable to the Participant's Elective Deferral account(s) for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Contributions for the year and the denominator of which is the Participant's Individual Account balance attributable to Elective Deferrals without regard to any income or loss occurring during such Plan Year. For taxable years beginning before 2008, income or loss allocable to Excess Contributions also included ten percent of the amount determined under the preceding sentence multiplied by the number of whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month. Notwithstanding the preceding sentences, the Plan Administrator may compute the income or loss allocable to Excess Contributions in the manner described in Plan Section 7.02(B) (i.e., the usual manner used by the Plan for allocating income or loss to Participants' Individual Accounts or any reasonable method), provided such method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year. The Plan will not fail to use a reasonable method for computing the income or loss on Excess Contributions merely because the income allocable is based on a date that is no more than seven days before the distribution.

C. Accounting for Excess Contributions – Excess Contributions allocated to a Participant will be distributed from the Participant's Elective Deferral account(s) in proportion to the Participant's Elective Deferrals for the Plan Year. For years beginning after 2005, the Plan Administrator, in a uniform and nondiscriminatory manner, will either determine whether the distribution of Excess Contributions for a year will be made first from the Participant's Pre-Tax Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

5.14 LOANS TO PARTICIPANTS

If the Adoption Agreement so indicates, a Participant may receive a loan from the Fund, subject to the following rules and the Plan's loan policy.

A. Loans will be made available to all Participants on a reasonably equivalent basis. Notwithstanding the preceding, new loans will not be available to Participants who cease to be employed by the Employer, unless such Participants are parties-in-interest as defined in ERISA section 3(14). In addition, existing loans will be considered due and payable at such time as a Participant ceases to be an Employee, and the loan will be considered in default and the Participant's Individual Account will be reduced by the outstanding amount of the loan unless otherwise specified in the loan policy statement or other loan documentation.

B. Loans will not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Employees.

C. Loans must be adequately secured and bear a reasonable interest rate.

D. No Participant loan will exceed the Present Value of the Vested portion of a Participant's Individual Account.

E. A Participant must obtain the consent of their Spouse, if any, to the use of the Individual Account as security for the loan. Spousal consent will be obtained no earlier than the beginning of the 90-day period that ends on the date on which the loan is to be so secured. The consent must be in writing (or any other form permitted by the IRS and DOL), must acknowledge the effect of the loan, and must be witnessed by a notary public or plan representative. Such consent will thereafter be binding with respect to the consenting Spouse or any subsequent Spouse with respect to that loan. A new consent will be required if the Individual Account is used for renegotiation, extension, renewal, or other revision of the loan. Notwithstanding the preceding, no spousal consent is necessary if, at the time the loan is secured, no consent would be required for a distribution under Code section 417(a)(2)(B). In addition, spousal consent is not required if the Plan or the Participant is not subject to Code section 401(a)(11) at the time the Individual Account is used as security, or if the total Individual Account subject to the security is less than or equal to $5,000.

F. In the event of default, foreclosure on the note and attachment of security will not occur until a distribution eligibility requirement is met under the Plan.

G. For plan loans made before January 1, 2002, no loans will be made to any shareholder-employee or Owner-Employee. For purposes of this requirement, a shareholder-employee means an employee or officer of an electing small business (Subchapter S) corporation who owns (or is considered as owning within the meaning of Code section 318(a)(1)), on any day during the taxable year of such corporation, more than five-percent of the outstanding stock of the corporation.

H. Loan repayments will be suspended under the Plan as permitted under Code section 414(u)(4) (USERRA).

I. For years beginning after 2005, if the Participant's Individual Account contains any combination of Pre-Tax Elective Deferrals and Roth Elective Deferrals, the specific rules governing the loan program may also designate the extent to which Pre-Tax Elective Deferrals and Roth Elective Deferrals, or any combination thereof will 1) be used to calculate the maximum amount available for a loan, or 2) be available as a source from which loan proceeds may be taken or which may be used as security for a loan. To the extent permitted by law and related regulations, the rules established by the Plan Sponsor may specify the ordering rules to be applied in the event of a defaulted loan.

If a valid spousal consent has been obtained in accordance with Plan Section 5.14(E), then, notwithstanding any other provisions of this Plan, the portion of the Participant's Individual Account used as a security interest held by the Plan by reason of a loan outstanding to the Participant will be taken into account for purposes of determining the amount of the Individual Account payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than 100 percent of the Participant's Individual Account (determined without regard to the preceding sentence) is payable to the surviving Spouse, then the Individual Account will be adjusted by first reducing the Individual Account by the amount of the security used as repayment of the loan, and then determining the benefit payable to the surviving Spouse.

To avoid taxation to the Participant, unless otherwise permitted by law or regulatory guidance, no loan to any Participant or Beneficiary can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of 1) $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 2) 50 percent of the Present Value of the nonforfeitable Individual Account of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and other members of a group of employers described in Code sections 414(b), 414(c), and 414(m) are aggregated. Furthermore, any loan will by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which, within a reasonable time (determined at the time the loan is made), will be used as the principal residence of the Participant. Notwithstanding the preceding, a Participant will suspend their loan repayments under this Plan as permitted under Code section 414(u)(4). An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

The Plan Administrator shall administer the loan program in accordance with specific rules that are documented either in writing or in such other format as permitted by the IRS and the DOL. Such rules will include, at a minimum, the following: 1) the identity of the person or positions authorized to administer the Participant loan program, 2) the procedure for applying for loans, 3) the basis on which loans will be approved or denied, 4) limitations (if any) on the types and amounts of loans offered, 5) the procedure under the program for determining a reasonable rate of interest, 6) the types of collateral that may secure a Participant loan, and 7) the events constituting default and the steps that will be taken to preserve Plan assets in the event of such default.

SECTION SIX: DEFINITIONS

Words and phrases used in the Plan with initial capital letters will, for the purpose of this Plan, have the meanings set forth in the portion of the Plan entitled "Definitions" unless the context indicates that other meanings are intended.

SECTION SEVEN: MISCELLANEOUS

7.01 THE FUND

A. Establishment and Maintenance – By adopting this Plan, the Employer establishes the Fund, which will consist of the assets of the Plan held by the Trustee pursuant to Section Eight. Assets within the Fund may be pooled on behalf of all Participants, earmarked on behalf of each Participant, or be a combination of pooled and earmarked assets. To the extent that assets are earmarked for a particular Participant, they will be held in a Separate Fund for that Participant.

No part of the corpus or income of the Fund may be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries. The Fund will be valued each Valuation Date at fair market value.

B. Division of Fund Into Investment Funds – The Employer may direct the Trustee to divide and redivide the Fund into one or more Investment Funds. Such Investment Funds may include, but are not limited to, Investment Funds representing the assets under the control of an investment manager pursuant to Plan Section 7.22(C) and Investment Funds representing investment options available for individual direction by Participants pursuant to Plan Section 7.22(B). Upon each division or redivision, the Employer may specify the part of the Fund to be allocated to each such Investment Fund and the terms and conditions, if any, under which the assets in such Investment Fund will be invested.

7.02 INDIVIDUAL ACCOUNTS

A. Establishment and Maintenance – The Plan Administrator shall establish and maintain an Individual Account in the name of each Participant to reflect the total value of their interest in the Fund (including but not limited to Employer Contributions and earnings thereon). Each Individual Account established hereunder will consist of such subaccounts as may be needed for each Participant, including:

1. a subaccount to reflect Employer Contributions allocated on behalf of a Participant;
2. a subaccount to reflect a Participant's rollover contributions;
3. a subaccount to reflect a Participant's transfer contributions;
4. a subaccount to reflect a Participant's Pre-Tax Elective Deferrals; and
5. a subaccount to reflect a Participant's Roth Elective Deferrals.

The Plan Administrator may establish additional accounts as it may deem necessary for the proper administration of the Plan.

If this Plan is funded by individual contracts that provide a Participant's Benefit under the Plan, such individual contracts will constitute the Participant's Individual Account. If this Plan is funded by group contracts under the group annuity or group insurance contract, premiums or other consideration received by the insurance company must be allocated to Participants' Individual Accounts under the Plan.

B. Valuation of Individual Accounts

1. Where all or a portion of the assets of a Participant's Individual Account are invested in a Separate Fund for the Participant, then the value of that portion of such Participant's Individual Account at any relevant time equals the sum of the fair market values of the assets in such Separate Fund, less any applicable charges or penalties.
2. The fair market value of the remainder of each Individual Account is determined in the following manner:

   a. *Separate Fund* – First, the portion of the Individual Account invested in each Investment Fund as of the previous Valuation Date is determined. Each such portion is reduced by any withdrawal made from the applicable Investment Fund to or for the benefit of a Participant or the Participant's Beneficiary, further reduced by any transfer to another Investment Fund since the previous Valuation Date, and is increased by any amount transferred from another Investment Fund since the previous Valuation Date. The resulting amounts are the net Individual Account portions invested in the Investment Funds.

b. *No Separate Fund* – Second, the net Individual Account portions invested in each Investment Fund are adjusted upwards or downwards, pro rata (i.e., using the ratio of each net Individual Account portion to the sum of all net Individual Account portions) so that the sum of all the net Individual Account portions invested in an Investment Fund will equal the then fair market value of the Investment Fund. Notwithstanding the previous sentence, for the first Plan Year only, the net Individual Account portions will be the sum of all contributions made to each Participant's Individual Account during the first Plan Year.

c. *Allocations* – Third, any contributions to the Plan are allocated in accordance with the appropriate allocation provisions of Plan Section Three. For purposes of this Plan Section Seven, contributions made by the Employer for any Plan Year but after that Plan Year will be considered to have been made on the last day of that Plan Year regardless of when paid to the Trustee.

Amounts contributed between Valuation Dates will not be credited with investment gains or losses until the next following Valuation Date.

d. *Aggregation of Portions* – Finally, the portions of the Individual Account invested in each Investment Fund (determined in accordance with (a), (b), and (c) above) are added together.

C. Modification of Method for Valuing Individual Accounts – If necessary or appropriate, the Plan Administrator may establish different or additional procedures (which will be uniform and nondiscriminatory) for determining the fair market value of the Individual Accounts including, but not limited to, valuation on a daily basis pursuant to the number of shares of each permissible investment held on behalf of a Participant.

7.03 POWERS AND DUTIES OF THE PLAN ADMINISTRATOR

A. The Plan Administrator will have the authority to control and manage the operation and administration of the Plan. The Plan Administrator shall administer the Plan for the exclusive benefit of the Participants and their Beneficiaries in accordance with the specific terms of the Plan.

B. The Plan Administrator may, by appointment, allocate the duties of the Plan Administrator among several individuals or entities. Such appointments will not be effective until the party designated accepts such appointment in writing.

C. The Plan Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

1. to determine all questions of interpretation or policy in a manner consistent with the Plan's documents. The Plan Administrator's construction or determination in good faith will be conclusive and binding on all persons except as otherwise provided herein or by law. Any interpretation or construction will be done in a nondiscriminatory manner and will be consistent with the intent that the Plan will continue to be deemed a qualified plan under the terms of Code section 401(a), as amended from time to time, and will comply with the terms of ERISA, as amended from time to time;
2. to determine all questions relating to the eligibility of Employees to become or remain Participants hereunder;
3. to compute the amounts necessary or desirable to be contributed to the Plan;
4. to compute the amount and kind of benefits to which a Participant or Beneficiary will be entitled under the Plan and to direct the Trustee with respect to all disbursements under the Plan, and, when requested by the Trustee, to furnish the Trustee with instructions, in writing, on matters pertaining to the Plan on which the Trustee may rely and act;
5. to maintain all records necessary for the administration of the Plan;
6. to prepare and file such disclosures and tax forms as may be required from time to time by the Secretary of Labor or the Secretary of the Treasury;
7. to furnish each Employee, Participant, or Beneficiary such notices, information, and reports under such circumstances as may be required by law;
8. to periodically review the performance of each Fiduciary and all other relevant parties to ensure such individuals' obligations under the Plan are performed in a manner that is acceptable under the Plan and applicable law; and
9. to furnish a statement to each Participant or Beneficiary no later than 270 days after the close of each Plan Year, indicating the Individual Account balances of such Participant as of the last Valuation Date in such Plan Year.

D. The Plan Administrator will have all of the powers necessary or appropriate to accomplish their duties under the Plan, including, but not limited to, the following:

1. to appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator;
2. to appoint and retain counsel, specialists, or other persons as the Plan Administrator deems necessary or advisable in the administration of the Plan;
3. to resolve all questions of administration of the Plan;
4. to establish such uniform and nondiscriminatory rules that it deems necessary to carry out the terms of the Plan;

5. to make any adjustments in a uniform and nondiscriminatory manner that it deems necessary to correct any arithmetical or accounting errors that may have been made for any Plan Year;

6. to correct any defect, supply any omission, or reconcile any inconsistency in such manner and to such extent as will be deemed necessary or advisable to carry out the purpose of the Plan; and

7. if the Plan permits a form of distribution other than a lump sum, and a Participant elects such form of distribution, the Plan Administrator may place that Participant's Individual Account into a segregated Investment Fund for the purpose of maintaining the necessary liquidity to provide benefit installments on a periodic basis.

7.04 EXPENSES AND COMPENSATION

All reasonable expenses of administration, including, but not limited to, those involved in retaining necessary professional assistance, may be paid from the assets of the Fund. Alternatively, the Employer may, in its discretion, pay any or all such expenses. Pursuant to uniform and nondiscriminatory rules that the Plan Administrator may establish from time to time, administrative expenses and expenses unique to a particular Participant or group of Participants may be charged to the Individual Account of such Participant or may be assessed against terminated Participants even if not assessed against active Participants (subject to rules promulgated by the IRS and the DOL), or the Plan Administrator may allow Participants to pay such fees outside of the Plan. The Employer shall furnish the Plan Administrator with such clerical and other assistance as the Plan Administrator may need in the performance of their duties.

7.05 INFORMATION FROM EMPLOYER

To enable the Plan Administrator to perform their duties, the Employer shall supply complete, accurate, and timely information to the Plan Administrator (or their designated agents) on all matters relating to the Compensation of all Participants; their regular employment; retirement, death, Disability, Severance from Employment, or Termination of Employment; and such other pertinent facts as the Plan Administrator (or their agents) may require. The Plan Administrator shall advise the Trustee of such of the preceding facts as may be pertinent to the Trustee's duties under the Plan. The Plan Administrator (or their agents) is entitled to rely on such information as is supplied by the Employer and will have no duty or responsibility to verify such information. Such information, including authorizations and directions, may be exchanged among the Employer, the Plan Administrator, the Trustee, or their agents through electronic, telephonic, or other means (including, for example, through the internet) pursuant to applicable servicing arrangements in effect for the Plan.

7.06 PLAN AMENDMENTS

A. Right of Prototype Document Sponsor to Amend the Plan or Terminate Sponsorship

1. The Employer, by adopting the Plan, expressly delegates to the Prototype Document Sponsor the power, but not the duty, to amend the Plan without any further action or consent of the Employer as the Prototype Document Sponsor deems either necessary for the purpose of adjusting the Plan to comply with all laws and regulations governing pension or profit sharing plans or desirable to the extent consistent with such laws and regulations. Specifically, it is understood that the amendments may be made unilaterally by the Prototype Document Sponsor. However, it will be understood that the Prototype Document Sponsor will be under no obligation to amend the Plan documents, and the Employer expressly waives any rights or claims against the Prototype Document Sponsor for not exercising this power to amend. For purposes of Prototype Document Sponsor amendments, the mass submitter will generally be recognized as the agent of the Prototype Document Sponsor. If the Prototype Document Sponsor does not adopt IRS model amendments adopted by the mass submitter, the Plan will no longer be identical to or a minor modifier of the mass submitter plan and will be considered an individually designed plan. Notwithstanding the preceding, the adoption of good faith IRS amendments must be accomplished pursuant to the rules for each such amendment as prescribed by the IRS.

   However, for purposes of reliance on an opinion letter, the Prototype Document Sponsor will no longer have the authority to amend the Plan on behalf of the Employer as of the date the Employer amends the Plan to incorporate a type of plan that is not permitted under the prototype program, or as of the date the IRS notifies the Employer that the Plan is an individually designed plan due to the nature and extent of the Employer's amendments to the Plan.

2. An amendment by the Prototype Document Sponsor will be accomplished by giving notice (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Adopting Employer of the amendment to be made. The notice will set forth the text of such amendment and the date such amendment is to be effective. Such amendment will take effect unless within the 30-day period after such notice is provided, or within such shorter period as the notice may specify, the Adopting Employer gives the Prototype Document Sponsor written notice of refusal to consent to the amendment. Such written notice of refusal will have the effect of withdrawing the Plan as a prototype plan and will cause the Plan to be considered an individually designed plan.

3. In addition to the amendment rights described above, the Prototype Document Sponsor will have the right to terminate its sponsorship of this Plan by providing notice (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Adopting Employer of such termination. Such termination of sponsorship will have the effect of withdrawing the Plan as a prototype plan and will cause the Plan to be considered an individually designed plan. The Prototype Document Sponsor will have the right to terminate its sponsorship of this Plan regardless of whether the Prototype Document Sponsor has terminated sponsorship with respect to other employers adopting its prototype Plan.

B. Right of Adopting Employer to Amend the Plan – The Adopting Employer may amend the Plan to

1. change options previously selected in the Adoption Agreement;

2. add overriding language in the Adoption Agreement when such language is necessary to satisfy Code section 415 or Code section 416 because of the required aggregation of multiple plans;

3. amend administrative provisions of the trust or custodial document in the case of a nonstandardized plan and make more limited amendments in the case of a standardized plan, such as the name of the Plan, Employer, Trustee, Plan Administrator and other Fiduciaries, the trust year, and the name of pooled trust in which the Plan's trust will participate;

4. add certain sample and model amendments published by the IRS or other required good faith amendments, that specifically provide that their adoption will not cause the Plan to be treated as individually designed; and

5. add or change provisions permitted under the Plan or specify or change the Effective Date of a provision as permitted under the Plan.

An Adopting Employer that amends the Plan for any other reason, including a waiver of the minimum funding requirement under Code section 412(d), will no longer participate in this prototype plan and will be considered to have an individually designed plan.

An Adopting Employer who wishes to amend the Plan shall document the amendment in writing, executed by a duly authorized officer of the Adopting Employer. If the amendment is in the form of a restated Adoption Agreement, the amendment will become effective on the date provided in the Adoption Agreement. Any other amendment will become effective as described therein upon execution by the Adopting Employer and, if appropriate, the Trustee. A copy of a restated Adoption Agreement or other amendment must be provided to the Prototype Document Sponsor and the Trustee before the effective date of the amendment.

The Adopting Employer further reserves the right to replace the Plan in its entirety by adopting another retirement plan which the Adopting Employer designates as a replacement plan.

C. Limitation on Power to Amend – No amendment to the Plan will be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's Individual Account may be reduced to the extent permitted under Code section 412(d)(2) or to the extent permitted under Treasury Regulations sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a Plan amendment that has the effect of decreasing a Participant's Individual Account with respect to benefits attributable to service before the amendment will be treated as reducing an accrued benefit. For purposes of this paragraph, a Participant will not accrue a right to an allocation of an Employer Profit Sharing Contribution or Employer Money Purchase Pension Contribution for the current Plan Year until the last day of such Plan Year and after the application of all amendments required or permitted by the IRS.

No amendment to the Plan will be effective to eliminate or restrict an optional form of benefit. The preceding sentence will not apply to a Plan amendment that eliminates or restricts the ability of a Participant to receive payment of their Individual Account under a particular optional form of benefit if the amendment provides a single-sum distribution form. Where this Plan document is being adopted to amend another plan that contains a protected benefit not provided for in this document, the Employer must complete a "Protected Benefit and Prior Plan Document Provisions Attachment," describing such protected benefit which, will become part of the Plan.

7.07 PLAN MERGER OR CONSOLIDATION

In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of such Plan to, any other plan, each Participant will be entitled to receive benefits immediately after the merger, consolidation, or transfer (if the Plan had then terminated) that are equal to or greater than the benefits they would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). The Trustee has the authority to enter into merger agreements or agreements to directly transfer the assets of this Plan, but only if such agreements are made with trustees or custodians of other retirement plans described in Code section 401(a) or such other plans permitted by laws or regulations. If it is later determined that all or part of a non-elective transfer was ineligible to be transferred into the Plan, the Plan Administrator shall direct that any ineligible amounts, plus earnings or losses attributable thereto (determined in the manner described in Plan Section7.02(B)), be returned to the transferor plan or correct the ineligible transfer using any other method permitted by the IRS under regulation or other guidance.

7.08 PERMANENCY

The Employer expects to continue this Plan and make the necessary contributions thereto indefinitely, but such continuance and payment is not assumed as a contractual obligation. Neither the Adoption Agreement nor the Plan nor any amendment or modification thereof nor the making of contributions hereunder will be construed as giving any Participant or any other person any legal or equitable right against the Employer, the Trustee, the Plan Administrator, or the Prototype Document Sponsor except as specifically provided herein, or as provided by law.

7.09 METHOD AND PROCEDURE FOR TERMINATION

The Plan may be terminated by the Adopting Employer at any time by appropriate action of its managing body. Such termination will be effective on the date specified by the Adopting Employer. The Plan shall terminate, if required by either the IRS or the DOL, if the Adopting Employer is dissolved or terminated. Written notice of the termination and effective date thereof will be given to the Trustee, Plan Administrator, Prototype Document Sponsor, and the Participants and Beneficiaries of deceased Participants. The required filings (such as the Form 5500 series and others) must be made by the Adopting Employer with the IRS and any other regulatory body as required by current laws and regulations. Until all of the assets have been distributed from the Fund, the Adopting Employer must keep the Plan in compliance with current laws and regulations by making appropriate amendments to the Plan and by taking such other measures as may be required. If the Plan is abandoned by the Adopting Employer, however, a qualified termination administrator (QTA) (or other entity permitted by the IRS or DOL) may terminate the Plan according to rules promulgated by the IRS and DOL.

Notwithstanding anything to the contrary in the Plan, a reversion to the Employer of amounts contributed to the Plan that exceed the limitations imposed under Code section 415(c) may occur upon termination of the Plan according to rules promulgated by the IRS.

7.10 CONTINUANCE OF PLAN BY SUCCESSOR EMPLOYER
Notwithstanding the preceding Plan Section 7.09, a successor of the Adopting Employer may continue the Plan and be substituted in the place of the present Adopting Employer. The successor and the present Adopting Employer (or, if deceased, the executor of the estate of a deceased Self-Employed Individual who was the Adopting Employer) must execute a written instrument authorizing such substitution, and the successor shall amend the Plan in accordance with Plan Section 7.06.

7.11 FAILURE OF PLAN QUALIFICATION
If the Plan fails to retain its qualified status, the Plan will no longer be considered to be part of a prototype plan, and such Employer can no longer participate under this prototype. In such event, the Plan will be considered an individually designed plan.

7.12 GOVERNING LAWS AND PROVISIONS
To the extent such laws are not preempted by federal law, the terms and conditions of this Plan will be governed by the laws of the state in which the Prototype Document Sponsor is located, unless otherwise agreed to in writing by the Prototype Document Sponsor and the Employer.

In the event of any conflict between the provisions of this Basic Plan Document and provisions of the Adoption Agreement, the summary plan description, or any related documents, the Basic Plan Document will control.

7.13 STATE COMMUNITY PROPERTY LAWS
The terms and conditions of this Plan will be applicable without regard to the community property laws of any state.

7.14 HEADINGS
The headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

7.15 GENDER AND NUMBER
Whenever any words are used herein in the masculine gender, they will be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form, they will be construed as though they were also used in the plural form in all cases where they would so apply.

7.16 STANDARD OF FIDUCIARY CONDUCT
The Employer, Plan Administrator, Trustee, and any other Fiduciary under this Plan shall discharge their duties with respect to this Plan solely in the interests of Participants and their Beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. No Fiduciary will cause the Plan to engage in any transaction known as a "non-exempt prohibited transaction" under either the Code or ERISA.

7.17 GENERAL UNDERTAKING OF ALL PARTIES
All parties to this Plan and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents and papers that may be necessary or desirable for the carrying out of this Plan and any of its provisions.

7.18 AGREEMENT BINDS HEIRS, ETC.
This Plan shall be binding upon the heirs, executors, administrators, successors, and assigns as those terms will apply to any and all parties hereto, present and future.

7.19 DETERMINATION OF TOP-HEAVY STATUS

A. In General – Except as provided in Plan Section 7.19(B), this Plan is a Top-Heavy Plan if any of the following conditions exist:

1. if the top-heavy ratio for this Plan exceeds 60 percent and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans;

2. if this Plan is part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the top-heavy ratio for the group of plans exceeds 60 percent; or

3. if this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the top-heavy ratio for the Permissive Aggregation Group exceeds 60 percent.

B. Top-Heavy Ratio

1. If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan that during the five-year period ending on the Determination Date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) (including any part of any account balance distributed in the one-year period ending on the Determination Date(s) (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002)) and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the one-year period ending on the Determination Date(s), (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002)) both computed in accordance with Code section 416 and the corresponding regulations. Both the numerator and the denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the Determination Date, but that is required to be taken into account on that date under Code section 416 and the corresponding regulations.

2. If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer maintains or has maintained one or more defined benefit plans that during the five-year period ending on the Determination Date(s) has or has had any accrued benefits, the top-heavy ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with 1) above, and the Present Value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with 1) above, and the Present Value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date(s), all determined in accordance with Code section 416 and the corresponding regulations. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the one-year period ending on the Determination Date (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002).

3. For purposes of (1) and (2) above, the value of account balances and the Present Value of accrued benefits will be determined as of the most recent Valuation Date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the corresponding regulations for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant 1) who is not a Key Employee but who was a Key Employee in a prior year, or 2) who has not been credited with at least one Hour of Service with any employer maintaining the plan at any time during the one-year period (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002) ending on the Determination Date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the corresponding regulations. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

   The accrued benefit of a Participant other than a Key Employee will be determined under 1) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or 2) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code section 411(b)(1)(C).

7.20 INALIENABILITY OF BENEFITS

No benefit or interest available under the Plan will be subject to assignment or alienation, either voluntarily or involuntarily. The preceding sentence will not apply to judgments and settlements described in Code section 401(a)(13)(C) and ERISA section 206(d)(4). Such sentence will, however, apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order, unless such order is determined to be a Qualified Domestic Relations Order as defined in the Definitions Section of the Plan.

Generally, a Domestic Relations Order cannot be a Qualified Domestic Relations Order until January 1, 1985. However, in the case of a Domestic Relations Order entered before January 1, 1985, the Plan Administrator:

1. shall treat such order as a Qualified Domestic Relations Order if the Plan Administrator is paying benefits pursuant to such order on January 1, 1985; and

2. may treat any other such order entered before January 1, 1985, as a Qualified Domestic Relations Order even if such order does not meet the requirements of Code section 414(p).

Notwithstanding any provision of the Plan to the contrary, a distribution to an Alternate Payee under a Qualified Domestic Relations Order will be permitted even if the Participant affected by such order is not otherwise entitled to a distribution, and even if such Participant has not attained the earliest retirement age as defined in Code section 414(p).

7.21 BONDING

Every Fiduciary and every person who handles funds or other property of the Plan shall be bonded to the extent required by ERISA section 412 and the corresponding regulations for purposes of protecting the Plan against loss by reason of acts of fraud or dishonesty on the part of the person, group, or class, alone or in connivance with others, to be covered by such bond. The amount of the bond will be fixed at the beginning of each Plan Year and will not be less than ten-percent of the amount of funds handled. The amount of funds handled will be determined by the funds handled the previous Plan Year or, if none, the amount of funds estimated, in accordance with rules provided by the Secretary of Labor, to be handled during the current Plan Year. Notwithstanding the preceding, no bond will be less than $1,000 nor more than $500,000, except that the Secretary of Labor will have the right to prescribe an amount in excess of $500,000. In the case of a Plan that holds employer securities (within the meaning of ERISA section 407(d)(1)), the maximum bond amount is $1,000,000 or such other amount as the Secretary of Labor prescribes.

7.22 INVESTMENT AUTHORITY

A. Plan Investments – Except as provided in Plan Section 7.22(B) (relating to individual direction of investments by Participants), the Adopting Employer, not the Trustee, will have exclusive management and control over the investment of the Fund into any permitted investment. The Adopting Employer will be responsible for establishing a funding policy statement on behalf of the Plan and shall provide a copy of such funding policy statement to the Discretionary Trustee, if any. Notwithstanding the preceding, if the Trustee is designated as a Discretionary Trustee in the Adoption Agreement, such Discretionary Trustee may enter into an agreement with the Adopting Employer whereby the Discretionary Trustee will manage the investment of all or a portion of the Fund. Any such agreement will be in writing and will set forth such matters as the Discretionary Trustee deems necessary or desirable.

B. Direction of Investments by Participants – Each Participant will have the responsibility for directing the Trustee, regarding the investment of all or part of their Individual Account. If all of the requirements pertaining to Participant direction of investment in ERISA section 404(c)(1) are satisfied, then to the extent so directed, the Adopting Employer, Plan Administrator, Trustee, and all other Fiduciaries are relieved of Fiduciary liability under ERISA section 404.

The Plan Administrator shall direct that a Separate Fund be established in the name of each Participant who directs the investment of part or all of their Individual Account. Each Separate Fund will be charged or credited (as appropriate) with the earnings, gains, losses, or expenses attributable to such Separate Fund. No Fiduciary will be liable for any loss that results from a Participant's individual direction. The assets subject to individual direction will not be invested in collectibles as that term is defined in Code section 408(m).

The Plan Administrator shall establish such uniform and nondiscriminatory rules relating to individual direction as it deems necessary or advisable including, but not limited to, rules describing 1) which portions of Participants' Individual Accounts can be individually directed, 2) the frequency of investment changes, 3) the forms and procedures for making investment changes, and 4) the effect of a Participant's failure to make a valid direction.

The Plan Administrator may, in a uniform and nondiscriminatory manner, limit the available investments for Participants' individual direction to certain specified investment options (including, but not limited to, certain mutual funds, investment contracts, deposit accounts, and group trusts). The Plan Administrator may permit, in a uniform and nondiscriminatory manner, a Beneficiary of a deceased Participant or the Alternate Payee under a Qualified Domestic Relations Order to individually direct investments in accordance with this Plan Section 7.22(B).

Notwithstanding any provision hereof to the contrary, if the Adoption Agreement names a Directed Trustee, such Participants will furnish investment instruction to the Plan Administrator under procedures adopted by the Adopting Employer and/or the Plan Administrator consistent with the Plan, and it will be the responsibility of the Plan Administrator to provide direction to the Directed Trustee regarding the investment of such amounts. If a Participant who has the right to direct investments under the terms of the Plan fails to provide such direction to the Plan Administrator, the Plan Administrator shall direct the investment of such Participant's Individual Accounts. The Plan Administrator shall maintain records showing the interest of each Participant and/or Beneficiary in the Fund unless the Directed Trustee enters into a written agreement with the Adopting Employer to keep separate accounts for each such Participant or Beneficiary.

C. Investment Managers

1. Definition of Investment Manager – The Adopting Employer may appoint one or more investment managers to make investment decisions with respect to all or a portion of the Fund. The investment manager will be any firm or individual registered as an investment adviser under the Investment Advisers Act of 1940, a bank as defined in said Act, or an insurance company qualified under the laws of more than one state to perform services consisting of the management, acquisition, or disposition of any assets of the Plan.

2. Investment Manager's Authority – A separate Investment Fund will be established representing the assets of the Fund invested at the direction of the investment manager. The investment manager so appointed shall direct the Trustee with respect to the investment of such Investment Fund. The investments that may be acquired at the direction of the investment manager are those described in Plan Section 7.22(D).

3. Written Agreement – The appointment of any investment manager will be by written agreement between the Adopting Employer and the investment manager, and a copy of such agreement (and any modification or termination thereof) must be given to the Trustee. The agreement will set forth, among other matters, the effective date of the investment manager's appointment and an acknowledgment by the investment manager that it is a Fiduciary of the Plan under ERISA.

4. Concerning the Trustee – Written notice of each appointment of an investment manager will be given to the Trustee at least 30 days in advance of the effective date of such appointment. Such notice will specify which portion of the Fund will constitute the Investment Fund subject to the investment manager's direction. The Trustee will comply with the investment direction given to it by the investment manager and will not be liable for any loss which may result by reason of any action (or inaction) it takes at the direction of the investment manager.

D. Permissible Investments – The Trustee may invest the assets of the Plan in property of any character, real or personal, including, but not limited to, the following: stocks, including Qualifying Employer Securities, and including shares of open-end investment companies (mutual funds); bonds; notes; debentures; proprietary mutual funds; deposit accounts; options; limited partnership interests; mortgages; real estate or any interests therein (including Qualifying Employer Real Property); unit investment trusts; Treasury Bills, and other U.S. Government obligations; common trust funds, combined investment trusts, collective trust funds or commingled funds maintained by a bank or similar financial organization (whether or not the Trustee hereunder); savings accounts, certificates of deposit, demand or time deposits or money market accounts of a bank or similar financial organization (whether or not the Trustee hereunder); annuity contracts that are "guaranteed benefit policies," as defined in ERISA section 401(b)(2)(B); or in such other investments as is deemed proper without regard to investments authorized by statute or rule of law governing the investment of trust funds but with regard to ERISA and this Plan. Notwithstanding the preceding sentence, the Prototype Document Sponsor may, as a condition of making the Plan available to the Adopting Employer, limit the types of property in which the assets of the Plan may be invested. The list of permissible investment options will be further limited in accordance with any applicable law, regulations, or other restrictions applicable to the Trustee, including, but not limited to, internal operational procedures adopted by such Trustee. The actions of a Discretionary Trustee named in the Adoption Agreement will also be subject to the funding policy statement provided by the Adopting Employer. If any Trustee invests all or any portion of the Fund pursuant to written instructions provided by the Adopting Employer (including an investment manager appointed by the Adopting Employer pursuant to Plan Section 7.22(C)) or any Participant pursuant to Plan Section 7.22(B), the Trustee will be deemed to have invested pursuant to the Adopting Employer's funding policy statement.

To the extent the assets of the Plan are invested in a group trust, including a collective trust fund or commingled funds maintained by a bank or similar financial organization, the declaration of trust of such composite trust will be deemed to be a part of the Plan, and any investment in such composite trust will be subject to all of the provisions of such declaration of trust, as the same may be amended or supplemented from time to time.

If the responsibility for directing investments for Elective Deferrals (and earnings) is executed by someone other than the Participants, the acquisition of Qualifying Employer Securities and Qualifying Employer Real Property will be limited to ten-percent of the fair market value of the assets of the Plan, to the extent required by ERISA section 407(b)(2).

E. Intentionally Omitted

F. Diversification Requirements When Employer Securities are Held as Investments in the Plan – For Plan Years beginning on or after January 1, 2007, Code section 401(a)(35) requires qualified retirement plans that hold employer securities to allow Participants, Alternate Payees with Individual Accounts under the Plan, or Beneficiaries of deceased Participants to diversify their investments. This Code section and other relevant guidance govern the diversification procedures, which include the following.

1. Employee Contributions and Elective Deferrals Invested in Employer Securities – In the case of the portion of an Individual Account attributable to Nondeductible Employee Contributions and Elective Deferrals (if applicable) that are invested in employer securities, the Participant, Alternate Payee, or Beneficiary, as applicable, may elect to direct the Plan to divest any such securities and to reinvest an equivalent amount in other investments that meet the investment option requirements below.

2. Employer Contributions Invested in Employer Securities – In the case of the portion of an Individual Account attributable to Employer Contributions other than Elective Deferrals that are invested in employer securities, a Participant who has completed at least three Years of Vesting Service (Periods of Service, if applicable), an Alternative Payee with respect to a Participant who has completed at least three Years of Vesting Service (Periods of Service, if applicable), or a Beneficiary, as applicable, may elect to direct the Plan to divest any such securities and to reinvest an equivalent amount in other investments that meet the investment option requirements below. Notwithstanding the preceding, if the Plan provides for immediate vesting, the three years of service requirement will be satisfied on the day immediately preceding the third anniversary of the Participant's date of hire.

3. Investment Options – The diversification requirements above are met if the Plan offers not less than three investment options, other than employer securities, to which a Participant, Alternate Payee, or Beneficiary, as applicable may direct the proceeds from the divestment of employer securities, each of which is diversified and has materially different risk and return characteristics. The Plan may limit the time for divestment and reinvestment to periodic, reasonable opportunities that occur no less frequently than quarterly. Except as provided in regulations, the Plan must not impose employer securities investment restrictions or conditions that are not imposed on the investment of other Plan assets (other than restrictions or conditions imposed by securities laws or other relevant guidance) except that a Plan may allow for more frequent transfers to or from either a stable value fund or a qualified default investment alternative.

4. Exception for Certain Plans – The diversification requirement does not apply to a one-Participant retirement plan, an employee stock ownership plan (ESOP) if 1) there are no contributions or earnings in the ESOP that are held within such plan and that are subject to Code sections 401(k) or (m), and 2) such plan is a separate plan for purposes of Code section 414(l) with respect to any other defined benefit plan or defined contribution plan maintained by the same employer or employers, or to a retirement plan where employer securities are held in an investment fund as described in Treasury Regulation section 1.401(a)(35)-1(f)(2)(B)(3)(ii).

5. Transition Rule for Securities Attributable to Employer Contributions – In the case of the portion of an Individual Account attributable to Employer Contributions other than Elective Deferrals that are invested in employer securities, including, a Participant who has completed at least three Years of Vesting Service (Periods of Service, if applicable), an Alternate Payee with respect to a Participant who has completed at least three Years of Vesting Service (Periods of Service, if applicable), or a Beneficiary, as applicable, the employer securities acquired in a Plan Year beginning before January 1, 2007, will be subject to the following divestiture and reinvestment transition schedule, which applies separately with respect to each class of securities.

For the Plan Year in which diversification requirement applies, the applicable percentage subject to diversification is:

- First. 33%
- Second. 66%
- Third. 100%

This three-year phase-in requirement does not apply to a Participant who has attained age 55 and who has completed at least three Years of Vesting Service (Periods of Service, if applicable) before the first Plan Year beginning after December 31, 2005.

Notwithstanding the preceding, if the Plan provides for immediate vesting, the three-years-of-service requirement will be satisfied on the day immediately preceding the third anniversary of the Participant's date of hire.

7.23 PROCEDURES AND OTHER MATTERS REGARDING DOMESTIC RELATIONS ORDERS

A. To the extent provided in any Qualified Domestic Relations Order, the former Spouse of a Participant will be treated as a surviving Spouse of such Participant for purposes of any benefit payable in the form of either a Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity.

B. The Plan will not be treated as failing to meet the requirements of the Code, which generally prohibits payment of benefits before the Participant's Termination of Employment or Severance from Employment, as applicable, with the Employer, solely by reason of payments to an Alternate Payee pursuant to a Qualified Domestic Relations Order.

C. In the case of any Domestic Relations Order received by the Plan:

1. the Plan Administrator shall promptly notify the Participant and any other Alternate Payee of the receipt of such order and the Plan's procedure for determining the qualified status of Domestic Relations Orders; and

2. within a reasonable period after receipt of such order, the Plan Administrator shall determine whether such order is a Qualified Domestic Relations Order and notify the Participant and each Alternate Payee of such determination.

The Plan Administrator shall establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under such qualified orders.

D. During any period in which the issue of whether a Domestic Relations Order is a Qualified Domestic Relations Order is being determined by the Plan Administrator, by a court of competent jurisdiction, or otherwise, the Plan Administrator shall segregate in a separate account in the Plan or in an escrow account the amounts which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within 18 months the order or modification thereof is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall pay the segregated amounts (plus any interest thereon) to the person or persons entitled thereto. If within 18 months either 1) it is determined that the order is not a Qualified Domestic Relations Order, or 2) the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall pay the segregated amounts (plus any interest thereon) to the person or persons who would have been entitled to such amounts if there had been no order. Any determination that an order is a Qualified Domestic Relations Order that is made after the close of the 18-month period will be applied prospectively only.

7.24 INDEMNIFICATION OF PROTOTYPE DOCUMENT SPONSOR

Notwithstanding any other provision herein, and except as may be otherwise provided by ERISA, the Employer shall indemnify and hold harmless the Prototype Document Sponsor, its officers, directors, employees, agents, heirs, executors, successors, and assigns, from and against any and all liabilities, damages, judgments, settlements, losses, costs, charges, or expenses (including legal expenses) at any time arising out of or incurred in connection with any action taken by such parties in the performance of their duties with respect to this Plan, unless there has been a final adjudication of gross negligence or willful misconduct in the performance of such duties. Further, except as may be otherwise provided by ERISA, the Employer will indemnify the Prototype Document Sponsor from any liability, claim, or expense (including legal expense) that the Prototype Document Sponsor incurs by reason of, or which results in whole or in part from, the reliance of the Prototype Document Sponsor on the facts and other directions and elections the Employer, Plan Administrator, or Investment Fiduciary communicates or fails to communicate.

7.25 MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code section 414(u), including, but not limited to the following.

A. Benefit Accrual in the Case of Death or Disability Resulting from Active Military Service.

1. Benefit Accrual – For benefit accrual purposes, an individual who dies or becomes disabled while performing qualified military service (as defined in Code section 414(u)) will be treated as if the individual resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), on the day preceding death or Disability (as applicable) and terminated employment on the actual date of death or Disability. Subject to items (2) and (3) below, any full or partial compliance by the Plan with respect to the benefit accrual requirements will be treated for purposes of Code section 414(u)(1) as if such compliance were required under USERRA.

2. Nondiscrimination Requirement – Part A, item (1) above will only apply if all individuals performing qualified military service with respect to the Employer (as determined under Code sections 414(b), (c), (m), and (o)) who die or became disabled as a result of performing qualified military service (as defined in Code section 414(u)) before reemployment by the Employer are credited with service and benefits on reasonably equivalent terms.

3. Determination of Benefits – The amount of Nondeductible Employee Contributions and the amount of Elective Deferrals of an Employee treated as reemployed under Part A, item (1) for purposes of applying Code section 414(u)(8)(C) will be determined on the basis of the individual's average actual Nondeductible Employee Contributions or Elective Deferrals for the lesser of

   a. the 12-month period of service with the Employer immediately before qualified military service (as defined in Code section 414(u)), or

   b. if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

B. Vesting in the Case of Disability Resulting from Active Military Service

1. Years of Vesting Service (Periods of Service, if applicable) – If elected in the Adoption Agreement, for vesting purposes, an individual who becomes disabled while performing qualified military service (as defined in Code section 414(u)) will be treated as if the individual resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding Disability (as applicable) and terminated employment on the actual date of Disability. If the Employer elects to treat an individual as having resumed employment as described above, subject to item (2) below, compliance by the Plan with respect to the vesting requirements will be treated for purposes of Code section 414(u)(1) as if such compliance were required under USERRA.

2. Nondiscrimination Requirements – Part B, item (1) above will apply to the extent permitted under other applicable rules, including the rules provided in Treasury Regulation section 1.401(a)(4)-11(d)(3), which provides nondiscrimination rules for crediting imputed service. Under Treasury Regulation section 1.401(a)(4)-11(d)(3), the provisions crediting vesting service to any Highly Compensated Employee must apply on the same terms to all similarly situated non-Highly Compensated Employees.

C. Death Benefits – In the case of an individual Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in Code section 414(u)), the Participant's survivors are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment with the Employer and then terminated employment on account of death.

SECTION EIGHT: TRUSTEE

8.01 Intentionally Omitted

8.02 TRUSTEE

This Plan Section 8.02 applies when either a financial organization has and/or one or more individuals have, indicated in the Adoption Agreement that it will serve as Trustee with respect to all or a portion of the assets of the Fund. The responsibilities and powers of the Trustee may not be expanded except with its prior written consent and, notwithstanding any provision hereof to the contrary, may be further limited by the terms of a separate agreement between the Trustee and the Adopting Employer. Notwithstanding any provision hereof regarding the responsibilities of or granting powers to the Trustee, a Directed Trustee will have no discretionary authority with respect to the management or administration of the Plan or the Fund, and is subject to the proper and lawful directions of the Plan Administrator, who has authority with respect to receipt of the Plan's assets.

A. Responsibilities of the Trustee – The responsibilities of the Trustee will be limited to the following duties.

1. To receive Plan contributions and to hold, invest, and reinvest the portion of the Fund for which it serves as Trustee, as authorized by the Employer or its designee, without distinction between principal and interest; provided, however, that nothing in this Plan will require the Trustee to maintain physical custody of stock certificates (or other indicia of ownership) representing assets within the Fund;

2. To maintain accurate records of contributions, investments, earnings, receipts, disbursements, withdrawals, and other transactions under the trust;

3. To make disbursements from the portion of the Fund for which it serves as Trustee to Participants or Beneficiaries upon the proper authorization of the Plan Administrator; and

4. To furnish to the Plan Administrator a statement that reflects the value of the investments in the custody of the Trustee as of the end of each Plan Year and as of any other times as the Trustee and Plan Administrator may agree in writing.

B. Powers of the Trustee – Except as otherwise provided in this Plan, the Trustee will have the power, but, in the absence of proper direction, as provided in Plan Section 8.02(A) above, not the duty to take any action with respect to the portion of the Fund for which it serves as Trustee that it deems necessary or advisable to discharge its responsibilities under this Plan including, but not limited to, the following powers.

1. To purchase or subscribe for securities or other property and to retain them in trust; to sell any such property at any time held by it for cash or other consideration at such time or times and on such terms and conditions as may be deemed appropriate; to exchange such property and to grant options for the purchase or exchange thereof, and to convey, partition, or otherwise dispose of, with or without covenants, including covenants of warranty of title, any securities or other property free of all trusts; to charge the trust for the cost of all securities purchased or received against a payment and to credit the trust with the proceeds received from the securities sold or delivered against payment. For any trades not settled immediately upon placement, the Trustee will have the right to sell securities from the trust in a reasonably prudent fashion sufficient to recover any funds advanced;

2. To oppose, or consent to and participate in, any plan of reorganization, consolidation, merger, combination, or other similar plan; to oppose or to consent to any contract, lease, mortgage, purchase, sale, or other action by any corporation pursuant to such plan, and to accept and retain any securities or other property issued under any such plan; to deposit any such property with any protective, reorganization or other similar Plan Administrator; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such securities or other property so deposited;

3. To assign, renew, extend, or discharge, or to participate in the assignment, renewal, extension, or discharge of any debt, mortgage, or other lien, upon such terms, including a partial release, as may be deemed advisable by the Trustee, and to agree to a reduction in the rate of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed in the best interest of the Fund; to waive any default, whether in the performance of any covenant or condition of any note, bond, or mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure and to exercise and enforce, in any action, suit, or proceeding at law or in equity, any rights or remedies in respect of any debt, mortgage, lien, or guarantee;

4. To exercise all conversion and subscription rights pertaining to any securities or other property;

5. To collect and receive any and all moneys, securities, or other property of whatsoever kind or nature due or owing or belonging to the Fund and to give full discharge and acquittance therefore;

6. To exercise, personally or by general or limited power of attorney, any right, including the right to vote or grant proxies, discretionary or otherwise, appurtenant to any assets held by the trust, and the right to participate in voting trusts with other stockholders. The Plan Administrator will have responsibility for instructing the Trustee as to voting such shares and the tendering of such shares, by proxy or in person, except to the extent such responsibility is delegated to another person, under the terms of the Plan or under an agreement between the Adopting Employer and an investment manager, in which case such persons will have such responsibility. In no event will the Trustee be responsible for the voting or tendering of shares of securities held in the trust or for ascertaining or monitoring whether or how proxies are voted or whether the proper number of proxies is received;

7. To register any securities or other property held by it hereunder in the name of the Trustee or in the names of nominees (as allowed under Department of Labor Regulation section 2550.403a-1(b)), with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, to take and hold the same unregistered or in form permitting transferability by delivery, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities or other property may be held in the name of the nominee of such depository with other securities deposited therein by other persons, or to deposit or to arrange for the deposit of any securities or other property issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve bank, provided that the books and records of the Trustee shall at all times disclose that all such securities or other property are part of the Fund;

8. To settle, compromise, or submit to arbitration (aside from controversies involving Plan qualification), any claims, debts, or damages due or owing to or from the Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Fund so requires, and to represent the Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal and to charge against the Fund all reasonable expenses and attorney's fees in connection therewith;

9. To borrow money from others, excluding the Trustee in its corporate capacity or any party-in-interest, for the purposes of the Fund, and upon such terms and conditions as the Trustee may deem proper, and for the sum so borrowed or advanced, the Trustee may issue its promissory note as Trustee and secure the repayment thereof by creating a lien upon any assets of the Fund;

10. To invest all or part of the Fund in interest bearing deposits with a bank or similar financial institution related to the Trustee if such bank or other institution is a fiduciary with respect to the Plan, as defined in ERISA, including but not limited to investments in time deposits, savings deposits, certificates of deposit, or time accounts that bear a reasonable interest rate;

11. To invest and reinvest all or a part of the Fund in any available investments and to dispose of all or any part of the securities or other property that may from time to time or at any time constitute the Fund;

12. To invest and reinvest all or a portion of the Fund pursuant to an agreement between the Adopting Employer and the Trustee establishing a special designated "pooled investment fund" primarily for the purpose of valuing certain trust assets held by the Trustee in a fiduciary capacity;

13. To register Fund property in the Trustee's own name, in the name of a nominee (as allowed under Department of Labor Regulation section 2550.403a-1(b)), or in bearer form, provided the Trustee's records and accounts show that such property is an asset of the Fund;

14. To exercise or dispose of any right it may have as the holder of any security, to convert the same into another security, to acquire any additional security or securities, to make any payments, to exchange any security, or to do any other act with reference thereto;

15. To exchange any property for other property upon such terms and conditions as the Trustee may deem proper, and to give or receive money to effect equality in price;

16. To deposit any security with any protective or reorganization committee, to delegate to that committee such power and authority as the Trustee may deem proper, and to agree to pay out of the Fund that portion of the expenses and compensation of that committee as the Trustee may deem proper;

17. To invest in Qualifying Employer Securities;

18. To appoint agents as necessary or desirable, including legal counsel who may be counsel for the Employer;

19. To hold that portion of the Fund as the Trustee may deem necessary for ordinary administration, the transfer of assets to another trust or fiduciary, pending investment instructions, and for the disbursement of funds in cash, without liability for interest, by depositing the same in any bank (including deposits that bear no interest or a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, or otherwise is a Fiduciary of the Plan, subject to the rules and regulations governing such deposits, and without regard to the amount of any such deposit);

20. To retain insurance contracts that are guaranteed investment contracts;

21. To invest cash balances held by the Trustee, from time to time, in short-term cash equivalents having ready marketability, including but not limited to interest bearing accounts, money market mutual funds, U.S. Treasury bills, commercial paper (including such forms thereof, other than the Trustee's own paper, as may be available through the Trustee's own trust department), certificates of deposit, and similar types of securities; and

22. Generally to do all such acts, execute all such instruments, initiate such proceedings, and exercise all such rights and privileges with relation to property constituting the Fund as if the Trustee were the absolute owner thereof, and, to the extent not inconsistent with the express provisions hereof, the enumeration of any power herein will not be by way of limitation, but will be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically herein granted, the Trustee will have such power to do all acts as may be deemed necessary for full and complete management of the Fund and appropriate to carry out the purposes of the Fund, and will further have all powers and authorities conferred on trustees by the laws of the Trustee's domiciliary state.

8.03 COMPENSATION AND EXPENSES

The Trustee will receive such reasonable compensation as may be agreed upon by the Trustee and the Adopting Employer. The Trustee will be entitled to reimbursement by the Employer for all proper expenses incurred in carrying out their duties under this Plan, including reasonable legal, accounting, and actuarial expenses. Such compensation will include any earnings on funds retained pursuant to Plan Sections 8.01(A)(7) and 8.02(B)(19) hereof in non-interest bearing accounts and any such earnings will not become a part of the Fund. The Adopting Employer expressly acknowledges that the ability of the Trustee, as applicable, and any affiliated financial organization of the preceding, to earn income on amounts held in such non-interest bearing accounts has been taken into consideration in establishing the Trustee's fees hereunder. If not paid by the Employer, all such compensation and expenses may be charged against the Fund. Notwithstanding the preceding, a Participant will not be entitled to compensation even if they serve in the capacity as a Trustee.

The Trustee will be reimbursed by the Employer or from the Fund for all taxes of any kind whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Fund. The Trustee shall promptly notify the Employer with regard to any levies or tax assessments that it receives on any income or property maintained in the Fund and, unless notified to the contrary by the Employer within ninety (90) days, shall pay any such levies or assessments. If the Employer notifies the Trustee within said period that it is its opinion or the opinion of counsel that such levies or assessments are invalid or that they should be contested, then the Trustee shall take whatever action concerning payment of the levy or assessment as is indicated in the notice received by the Trustee; provided, however, that the Employer, and not the Trustee, will be responsible for contesting any such levies or assessments or litigating any such claims.

8.04 NO OBLIGATION TO QUESTION DATA

The Employer shall furnish the Trustee and Plan Administrator the information which each party deems necessary for the administration of the Plan including, but not limited to, changes in a Participant's status, eligibility, mailing addresses and other such data as may be required. The Trustee and Plan Administrator will be entitled to act on such information as is supplied to them and will have no duty or responsibility to further verify or question such information.

8.05 RESIGNATION

Any person serving as Trustee may resign at any time by giving thirty (30) days advance written notice to the Adopting Employer. The resignation will become effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. If the Adopting Employer fails to appoint a successor Trustee following notice of resignation, the Trustee will have the power to appoint a successor Trustee.

The Adopting Employer may remove any Trustee at any time by giving written notice to such Trustee and such removal will be effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer will have the power to appoint a successor Trustee.

In the event the Trustee is removed, resigns, dies, or becomes incapacitated and the Adopting Employer or Trustee will not or cannot appoint a successor Trustee within a reasonable period of time thereafter, a majority of Participants in the Plan will have the authority to appoint a successor Trustee but will not be obligated to do so if engaging a majority of Participants would result in unreasonable time, expense, or administrative burden.

Upon such resignation or removal, if the resigning or removed Trustee is the sole Trustee, they shall transfer all of the assets of the Fund then held by such Trustee as expeditiously as possible to the successor Trustee after paying or reserving such reasonable amount as they will deem necessary to provide for the expense in the settlement of the accounts and the amount of any compensation due them and any sums chargeable against the Fund for which they may be liable. If the Funds as reserved are not sufficient for such purpose, then they will be entitled to reimbursement from the successor Trustee out of the assets in the successor Trustee's hands under this Plan. If the amount reserved will be in excess of the amount actually needed, the former Trustee will return such excess to the successor Trustee.

Upon receipt of the transferred assets, the successor Trustee will thereupon succeed to all of the powers and responsibilities given to the Trustee by this Plan.

Where a financial organization is serving as Trustee and it is merged with or bought by another organization (or comes under the control of any federal or state agency), that organization shall serve as the successor Trustee of this Plan, but only if it is the type of organization that can so serve under applicable law. Notwithstanding anything herein to the contrary, the Trustee or any subsequent assignees may, by prior written notice to the Employer, and without the need for the Employer's consent or prior approval, assign all or any part of its rights and obligations under this Plan to any affiliate (which term includes, without limitation, any parent, subsidiary, or sister entity) of the Trustee or the assignee.

Where the Trustee is serving as a nonbank trustee or custodian pursuant to Treasury Regulation section 1.408-2(e), the Adopting Employer will appoint a successor Trustee upon notification by the Commissioner of Internal Revenue that such substitution is required because the Trustee has failed to comply with the requirements of Treasury Regulation section 1.408-2(e) or is not keeping such records or making such returns or rendering such statements as are required by forms or regulations.

8.06 DEGREE OF CARE – LIMITATIONS OF LIABILITY

The Trustee will be under no duty to take any action other than its express responsibilities under this Plan unless the responsible party under the terms of the Plan will furnish the Trustee with written instructions; provided that in no event may the Trustee's (or Custodian's, if applicable) responsibilities be expanded except with its prior written consent. Any instructions hereunder may be delivered to the Trustee directly by the responsible party or by other mutually agreed upon parties. The Trustee will not be liable for any action taken or omitted by it in good faith in reliance upon any instructions received hereunder or any other notice, request, consent, certificate, or other instrument or paper reasonably believed by it to be genuine and to have been properly executed. A Directed Trustee will have no duty to inquire into the purpose or propriety of any order, instruction, or other communication received hereunder and may conclusively presume that any such order, instruction, or other communication is accurate and complete. The Trustee will not be responsible for determining that all instructions provided to the Trustee are being given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. The Trustee may conclusively presume that any instructions received have been duly authorized by the Employer, Investment Fiduciary, Plan Administrator, Trustee, or Participant, as applicable, pursuant to the terms of the Plan and applicable law.

The Trustee will not be responsible for the validity or effect or the qualification under the Code or the Plan. The Trustee will not be required to take any action upon receipt of any notice from the IRS or other taxing authority (unless such notice relates to the performance of the Trustee responsibilities in Plan Sections 8.01(A) or 8.02(A)) except to promptly forward a copy thereof to the Employer. Further, it is specifically understood that the Trustee will have no duty or responsibility with respect to the determination of matters pertaining to the eligibility of any Employee to become a Participant or remain a Participant hereunder, the amount of benefit to which a Participant or Beneficiary will be entitled to receive hereunder, whether a distribution to Participant or Beneficiary is appropriate under the terms of the Plan, the size and type of any policy to be purchased from any insurer for any Participant hereunder, or any other similar matters, it being understood that all such responsibilities under the Plan are vested in the Plan Administrator.

8.07 INDEMNIFICATION OF TRUSTEE

Notwithstanding any provision hereof, the Adopting Employer hereby agrees to indemnify, defend, and hold the Trustee, and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits, or actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, or instruction purporting to have been delivered by a representative of the Adopting Employer or the Plan that has been duly identified to the Trustee in a manner required or accepted by such Trustee ("Designated Representative"). The Adopting Employer waives any and all claims of any nature it now has or may have against the Trustee and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or instruction from a Designated Representative of the Adopting Employer. The Adopting Employer also hereby agrees to indemnify, defend, and hold the Trustee, and any parent, subsidiary, related corporation, or affiliates of the Trustee, including their respective directors, managers, officers, employees, agents, and other representatives, harmless from and against any and all loss, costs, damages, liability, expenses, or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on instructions from the Adopting Employer or its Designated Representative; any exercise or failure to exercise investment direction authority by the Adopting Employer or by its Designated Representative; the Trustee's refusal on advice of counsel to act in accordance with any investment direction by the Adopting Employer or its Designated Representative; any other act or failure to act by the Adopting Employer or its Designated Representative; any prohibited transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Trustee, in reliance on instructions from the Adopting Employer or its Designated Representative; or any other act the Trustee, takes in good faith hereunder that arises under the Plan or the administration of the Fund.

The Trustee will not be liable to the Adopting Employer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the preceding, the Trustee will not be liable for any losses arising from its compliance with instructions from the Adopting Employer or its Designated Representative; for executing, failing to execute, failing to timely execute, or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Trustee.

The Trustee will be accountable only for monies or property actually received by it. If any portion of the Fund is held by another custodian or trustee, the term "Fund" herein will mean only that portion of the Fund from time to time held by the applicable Trustee. The Trustee will not be deemed accountable, responsible, or liable for the acts or omissions of any other custodian or trustee of the Plan. The Trustee will have no duty or responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the collection thereof, the transmittal of the same to the Trustee, or compliance with any statute, regulation, or rule applicable to such contributions. A Directed Trustee will have no discretion as to investment of the Fund or administration of the Plan and will not be deemed a "fiduciary" as that term is used in ERISA. The Trustee is signing the Adoption Agreement solely to signify its acceptance of appointment as Trustee and the Employer will have sole responsibility for the accuracy, completeness, legal sufficiency, and due execution thereof, including consulting with legal counsel and tax advisors as the Employer deems appropriate in connection therewith.

The provisions of this Plan Section 8.07 will survive the termination or amendment of the Plan.

8.08 MISCELLANEOUS

A. Governing Law – To the extent not preempted by ERISA, Plan Sections 8.01 and 8.02 will be construed and enforced, to the extent possible, according to the laws of the State in which the Trustee maintains its principle place of business and all provisions hereof will be administered according to the laws of said State and any federal laws, regulations, or rules that may from time to time be applicable.

B. Necessary Parties – To the extent permitted by law, only the Employer and the Trustee will be necessary parties in any application to the courts for an interpretation of Plan Sections 8.01 or 8.02 or for an accounting by the Trustee, and no other Plan Fiduciary, Participant, Beneficiary, or other person having an interest in the Fund will be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding will, to the extent permitted by law, be conclusive upon all persons claiming in Plan Sections 8.01 or 8.02.

C. Force Majeure – The Trustee will not be responsible or liable for the failure or delay in performance of its obligations arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic, or communications failure.

D. Agents – In performing its obligations under this Plan, the Trustee will be entitled to employ suitable agents, counsel, sub-custodians, and other service providers.

8.09 LIMITED TRUSTEE

This section applies where either a financial organization and/or one or more individuals has/have indicated in the Adoption Agreement that it will serve as Limited Trustee with respect to the Fund or where one or more individuals has/have indicated in the Adoption Agreement that they will serve as individual trustee(s) and a separate Limited Trustee(s) has not been indicated on the Adoption Agreement. At no time will a financial organization that is serving as a Trustee be considered a Limited Trustee without their express authorization shown by its signature on either the Adoption Agreement or a separate form approved by the financial organization. The responsibilities and powers of the Limited Trustee may not be expanded except with its prior written consent and, notwithstanding any provision hereof to the contrary, may be further limited by the terms of a separate agreement between the Limited Trustee and the Adopting Employer.

A. Responsibilities of the Limited Trustee

Notwithstanding anything in the Plan to the contrary, the responsibilities of the Limited Trustee will be limited to ensuring the timely collection and deposit of Employer Contributions.

B. Compensation and Expenses

The Limited Trustee will receive such reasonable compensation as may be agreed upon by the Limited Trustee and the Adopting Employer. The Limited Trustee will be entitled to reimbursement by the Employer for all proper expenses incurred in carrying out their duties under this Plan, including reasonable legal, accounting, and actuarial expenses. If not paid by the Employer, all such compensation and expenses may be charged against the Fund. Notwithstanding the preceding, a Participant will not be entitled to compensation even if they serve in the capacity as a Limited Trustee.

C. No Obligation to Question Data

The Plan Administrator and/or Employer shall furnish to the Limited Trustee the information that the Limited Trustee deems necessary for complying with its responsibilities under the Plan. The Limited Trustee will be entitled to act on such information as is supplied and will have no duty or responsibility to further verify or question such information.

D. Resignation

Any person serving as Limited Trustee may resign at any time by giving thirty (30) days advance written notice to the Adopting Employer. The resignation will become effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer may remove any Limited Trustee at any time by giving written notice to such Limited Trustee and such removal will be effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer will have the power and the duty to appoint a successor Limited Trustee. If the Adopting Employer fails to appoint a successor Limited Trustee following notice of resignation, the Trustee will have the power, but not the duty, to appoint a successor Limited Trustee. In no event will the Trustee become a Limited Trustee unless the Trustee acknowledges the appointment by executing the Limited Trustee section of the Adoption Agreement.

Where a financial organization is serving as Limited Trustee and it is merged with or bought by another organization (or comes under the control of any federal or state agency), that organization will serve as the successor Limited Trustee of this Plan, but only if it is the type of organization that can so serve under applicable law. Notwithstanding anything herein to the contrary, the Limited Trustee or any subsequent assignees may, by prior written notice to the Employer, and without the need for the Employer's consent or prior approval, assign all or any part of its rights and obligations under this Plan to any affiliate (which term includes, without limitation, any parent, subsidiary, or sister entity) of the Limited Trustee or the assignee.

E. Degree of Care – Limitations of Liability

The Limited Trustee will be under no duty to take any action other than its express responsibilities under this Plan unless the responsible party under the terms of the Plan shall furnish the Limited Trustee with written instructions; provided that in no event may the Limited Trustee's responsibilities be expanded except with its prior written consent. Any instructions hereunder may be delivered to the Limited Trustee directly by the responsible party or by other mutually agreed upon parties. The Limited Trustee will not be liable for any action taken or omitted by it in good faith in reliance upon any instructions received hereunder or any other notice, request, consent, certificate, or other instrument or paper reasonably believed by it to be genuine and to have been properly executed. The Limited Trustee will not be responsible for determining that all instructions provided to the Limited Trustee are being given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. The Limited Trustee may conclusively presume that any instructions received have been duly authorized by the Employer, Plan Administrator, or Discretionary Trustee, as applicable, pursuant to the terms of the Plan and applicable law. The Limited Trustee will not be responsible for the validity or effect or the qualification under the Code or the Plan.

F. Indemnification of Limited Trustee

Notwithstanding any provision hereof, the Adopting Employer hereby agrees to indemnify, defend, and hold the Limited Trustee, and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits, or actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, or instruction purporting to have been delivered by a representative of the Adopting Employer or the Plan that has been duly identified to the Limited Trustee in a manner required or accepted by such Limited Trustee. The Adopting Employer waives any and all claims of any nature it now has or may have against the Limited Trustee and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives, which arise, directly or indirectly, from any action or act the Limited Trustee takes in good faith hereunder that arises under the Plan or the administration of the Fund.

The Limited Trustee will not be liable to the Adopting Employer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the preceding, the Limited Trustee will not be liable for any losses arising from its compliance with instructions from the Adopting Employer or its Designated Representative; for executing, failing to execute, failing to timely execute, or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Limited Trustee

The Limited Trustee is signing the Adoption Agreement solely to signify its acceptance of appointment as Limited Trustee and the Employer will have sole responsibility for the accuracy, completeness, legal sufficiency, and due execution thereof, including consulting with legal counsel and tax advisors as the Employer deems appropriate in connection therewith.

The provisions of this Plan Section 8.09 will survive the termination or amendment of the Plan.

SECTION NINE: ADOPTING EMPLOYER SIGNATURE

Adoption Agreement Section Nine must contain the signature of an authorized representative of the Adopting Employer evidencing the Employer's agreement to be bound by the terms of the Basic Plan Document, Adoption Agreement, and, if applicable, separate trust or custodial agreement.