# TABLE OF CONTENTS

A. **Preamble** ......................................................................................................................... 1

B. **Lead Employer** .................................................................................................................. 1
   - Lead Employer: [Plan Sec. 2.33] .................................................................................. 1

C. **Plan Information** ............................................................................................................... 1
   - **Plan:** [Plan Sec. 1.1] ................................................................................................. 1
   - **Plan Year:** [Plan Sec. 2.51] .................................................................................... 1
   - **Trustee:** [Plan Secs. 1.3 and 2.65] ........................................................................... 1

D. **Eligibility and Service Requirements** .............................................................................. 1
   - Excluded Employment Categories: [Plan Sec. 2.13(a)] ............................................ 1
   - Age and Service Requirements: [Plan Sec. 3.1(a)] .................................................... 2
   - Entry: [Plan Secs. 2.23 and 3.1(a)] ............................................................................. 2
   - Hours of Service: [Plan Sec. 2.29] .............................................................................. 2
   - Method to Determine Service for Eligibility Purposes: [Plan Sec. 2.57(a)] ............... 2

E. **Plan Compensation** .......................................................................................................... 2
   - **Plan Compensation:** [Plan Sec. 2.49] ..................................................................... 2
   - **Plan Compensation for the Plan Year:** [Plan Sec. 2.50] ......................................... 3
   - **Special Military Service Rules:** [Plan Secs. 2.49(g) and 21.3] .............................. 3

F. **Employee After-Tax Component** .................................................................................... 3
   - **Employee After-Tax Contributions:** [Plan Sec. 4.2] ................................................. 3

G. **Employer Safe-Harbor Pension Component** .................................................................. 3
   - **Employer Safe-Harbor Pension Contributions:** [Plan Sec. 7.1] .............................. 3

H. **Employer Regular Pension Component** ....................................................................... 3
   - **Employer Regular Pension Contributions:** [Plan Sec. 7.2] .................................... 3
   - Requirements to Receive an Employer Regular Pension Contribution: [Plan Sec. 7.2] 3
   - Contribution/Allocation Formula: [Plan Sec. 7.2] ....................................................... 4
   - In-Service Withdrawals: [Plan Sec. 11.1] .................................................................... 4

I. **Employee Rollover Component** ...................................................................................... 4
   - **Employee Rollover Contributions:** [Plan Sec. 4.5] .................................................. 4
   - In-Service Withdrawals: [Plan Sec. 11.2(a)] .............................................................. 5

J. **Retirement** ....................................................................................................................... 5
   - **Retirement Age:** [Plan Sec. 2.40] .......................................................................... 5

K. **Vesting Rules** .................................................................................................................. 5
   - **Vesting:** [Plan Sec. 10.2(c)] .................................................................................. 5

L. **Payment of Benefits** ....................................................................................................... 5
   - **Payment of Small Balances:** [Plan Sec. 12.4] .......................................................... 5
   - **Payment Forms:** [Plan Secs. 12.3(b) and 12.6] .................................................... 5
   - **2009 Minimum Distribution Waiver:** [Plan Sec. 12.7(k)] ...................................... 5
   - **Non-Spouse Beneficiary Direct Transfers:** [Plan Sec. 12.19] ............................... 5

M. **Top-Heavy Provisions** ................................................................................................... 6
   - **Coordination With Other Qualified Plans:** [Plan Sec. 17.1] ...................................... 6

N. **Code § 415 Coordination** ............................................................................................ 6
   - 415 Compensation: [Plan Sec. 18.3] ....................................................................... 6
   - Coordination With Other Plans: [Plan Sec. 18.2] ....................................................... 6

O. **Special Testing Rules** ..................................................................................................... 7
   - Highly Compensated Employees: [Plan Sec. 2.27] ................................................... 7

P. **Frozen Participation and Frozen Contributions** ............................................................... 7

Q. **Other Information for the Participating Employers** ..................................................... 7

R. **Sponsor of the Prototype** ............................................................................................... 8

S. **Reliance on IRS Opinion Letter** .................................................................................... 9

T. **Lead Employer Signature** ............................................................................................... 9

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ADDITION AGREEMENT

A. Preamble

A.1. BY THIS AGREEMENT, the Lead Employer hereby ... [check one]:

a. ☐ adopts a new plan effective as of ... [complete]:
   i. Original Effective Date: ______ [month, day, year]. [NOTE: The Original Effective Date may not be earlier than the first day of the current Plan Year.]

b. ☐ amends/restates its existing plan effective as of ... [complete]:
   i. Original Effective Date: ______ [month, day, year].
   ii. Amendment Effective Date: ______ [month, day, year]. [NOTE: The Amendment Effective Date may not be earlier than the first day of the current Plan Year, except as otherwise provided.]

B. Lead Employer

B.1. Lead Employer Name: ____________________________.[NOTE: Must be a legal entity recognized under federal tax laws.]

   [NOTE: The Lead Employer and all Controlled Group Members are Participating Employers in the Plan.]

C. Plan Information

C.1. Plan Name: _______________________.

C.2. The Plan Year is the twelve-consecutive-month period that coincides with the fiscal year of the Lead Employer.

C.3. The Plan is funded by a Trust Fund with ... [check one]:

a. ☐ Putnam Fiduciary Trust Company serving as a Directed Trustee.

b. ☐ one or more individuals or a financial organization (other than Putnam Fiduciary Trust Company) serving as a Discretionary Trustee.

D. Eligibility and Service Requirements

D.1. Covered Employment does not include employment as ... [check if applicable]:

   [NOTE: Covered Employment includes employment with any Controlled Group Member. However, it does not include employment as a Collective Bargaining Employee unless the collective bargaining agreement provides for participation in the Plan under the terms set forth in this Adoption Agreement.]

   a. ☐ a non-resident alien who receives no earned income (within the meaning of Code § 911(d)(2)) from a Participating Employer which constitutes income from sources within the United States (within the meaning of Code § 861(a)(3)), or who receives such earned income but it is all exempt from income tax in the United States under the terms of an income tax convention, pursuant to Treas. Reg. § 1.410(b)-6(c)(1) and (2).
Age and Service Requirements:
[Plan Sec. 3.1(a)]

D.2. For an Employee to participate in the Plan, he/she must have attained age … [check one]:
   a. ☐ 21 or less,
   b. ☐ N/A – there is no age requirement.

D.3. For an Employee to participate in the Plan, he/she must have completed … [check one]:
   [NOTE: Whether an Employee has “one year” or “two years” of Service is determined using
   the hour count method as specified in D.7.]
   a. ☐ one year of Service.
   b. ☐ two years of Service.
   c. ☐ N/A – there is no service requirement.

Entry:
[Plan Secs. 2.23 and 3.1(a)]

D.4. The first day of each month is an Entry Date.

Hours of Service:
[Plan Sec. 2.29]

D.5. An Employee for whom a record of actual hours is not maintained or available (e.g.,
   salaried employees) will be credited with … [check one]:
   a. ☐ 190 Hours of Service for each month
   b. ☐ 95 Hours of Service for each semi-monthly payroll period
   c. ☐ 45 Hours of Service for each week
   d. ☐ 10 Hours of Service for each day
   … in which he/she has one or more Hours of Service.

D.6. An Employee for whom a record of actual hours is maintained and available will be
   credited with … [check one]:
   a. ☐ actual Hours of Service.
   b. ☐ the same equivalency as specified in D.5.

Method to Determine Service for Eligibility Purposes:
[Plan Sec. 2.57(a)]

D.7. One year of Service will be determined for eligibility purposes using the hour count
   method.

   An Employee must complete at least 1,000 Hours of Service during an eligibility com-
   putation period for it to count as one year of Service. The eligibility computation period
   is the twelve-consecutive-month period beginning on the Service Commencement Date
   and each anniversary of the Service Commencement Date.

E. Plan Compensation
[NOTE: Except as specifically provided under the Plan, Plan Compensation will be used for nondiscrimination testing unless the Plan
Administrator expressly directs that a different definition of compensation be used for such testing for a particular Plan Year.]

Plan Compensation:
[Plan Sec. 2.49]

E.1. Plan Compensation means … [check one]:
   a. ☐ earnings required to be reported in the Wages, Tips and Other Compensation box
      of Form W-2.
   b. ☐ earnings for purposes of Code § 415(c)(3).

   [NOTE: Unless specifically excluded below, Plan Compensation includes Elective Deferrals (as
defined in Plan Sec. 2.17) and elective contributions that are excluded from income under Code
§§ 125 and 132(f)(4).]

E.2. Plan Compensation does not include … [check each that applies]:
   a. ☐ Elective Deferrals (as defined in Plan Sec. 2.17), and elective contributions that are
      excluded from income under Code § 125 (cafeteria plan) or Code § 132(f)(4).
   b. ☐ reimbursements or other expense allowances, fringe benefits (cash and non-cash),
      moving expenses, deferred compensation and welfare benefits.

   [NOTE: Amounts paid after an Employee ceases to be an Active Participant are automatically
excluded from Plan Compensation, except as provided in applicable regulations under Code § 414(s) and/or Code § 415.

### Plan Compensation for the Plan Year:
[Plan Sec. 2.50]

<table>
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<tr>
<th>E.3. Plan Compensation for the Plan Year … [check one]:</th>
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<tr>
<td>a. does not</td>
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<tr>
<td>b. does</td>
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</table>

… include amounts paid prior to the Entry Date for purposes of any Employer Contribution Component. [NOTE: Plan Compensation does include amounts paid prior to the Entry Date for purposes of Top-Heavy Plan rules.]

### Special Military Service Rules:
[Plan Secs. 2.49(g) and 21.3]

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<th>E.4. Plan Compensation … [check one]:</th>
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<tr>
<td>a. excludes</td>
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<td>b. includes</td>
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</table>

… military differential wage payments for purposes of Plan contributions.

[NOTE: If the Plan includes military differential wage payments as Plan Compensation, all Controlled Group Members must provide military differential wage payments on reasonably equivalent terms to employees and all plans of any Controlled Group Member must recognize military differential wage payments as Plan Compensation.] [NOTE: This provision cannot be effective prior to the first day of the first Plan Year beginning on or after January 1, 2009.]

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<th>E.5. The Plan … [check one]:</th>
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<tr>
<td>a. does</td>
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<tr>
<td>b. does not</td>
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… provide for Employer Contributions on behalf of Participants who die or become disabled while on qualified military service. [NOTE: This is in addition to any benefits under USERRA. If elected, the Plan must provide such Employer Contributions on reasonably equivalent terms to all employees of a Controlled Group Member.]

### F. Employee After-Tax Component

| F.1. Employee After-Tax Contributions are not allowed under the Plan. |

### G. Employer Safe-Harbor Pension Component

| G.1. Employer Safe-Harbor Pension Contributions will not be made under the Plan – that is, contributions under this Plan will not be used to qualify any cash or deferred arrangement under the safe-harbors of Code §§ 401(k)(12) or (13) and (m)(11) or (12). |

### H. Employer Regular Pension Component

| H.1. Employer Regular Pension Contributions will be made under the Plan in accordance with this Section. |
| H.2 A Participant will receive an Employer Regular Pension Contribution for a Plan Year if (and only if) he/she is an Active Participant at some time during the Plan Year and either is an Employee on the last day of the Plan Year or completes more than 500 Hours of Service during the Plan Year. However, the last day and hours requirements do not apply if the Participant’s Termination of Service occurs during the Plan Year because he/she dies, becomes Disabled or retires after Normal Retirement Age. |

[NOTE: In the event of a short Plan Year, any minimum number of Hours of Service will be proportionately reduced.]
H.3. The Employer Regular Pension Contribution for each Plan Year will be a fixed amount for each eligible Participant. The amount of the contribution … [check one. Do not check b. if any Controlled Group Member maintains any other plan that is integrated and that covers any of the same Participants]: [NOTE: If the Plan is Top-Heavy, the contribution formula for the Employer Regular Pension Contributions will be applied with the applicable modifications described in Plan Sec. 17.1(b).]

Non-Integrated

a. will be ___% of Plan Compensation for the Plan Year.

Integrated

b. will be … [complete i. through iii. below]:

i. ___% of Plan Compensation for the Plan Year, plus

ii. ___% of Plan Compensation for the Plan Year in excess of the Integration Level [the percentage in ii. may not exceed the lesser of the percentage in i. or the appropriate maximum percentage from the table below].

iii. The Integration Level is … [check one]:

A. the Taxable Wage Base in effect at the beginning of the Plan Year.
B. ___% [less than 100%] of the Taxable Wage Base in effect at the beginning of the Plan Year.

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<th>Table</th>
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<tbody>
<tr>
<td>If the Integration Level is:</td>
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<tr>
<td>The Taxable Wage Base for the current year (“TWB”)</td>
</tr>
<tr>
<td>More than 80% of the TWB but less than 100% of the TWB</td>
</tr>
<tr>
<td>More than 20% of the TWB but not more than 80% of the TWB</td>
</tr>
<tr>
<td>Less than or equal to 20% of the TWB</td>
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</table>

In-Service Withdrawals: [Plan Sec. 11.1]

H.4. In-service withdrawals are not allowed from Employer Regular Pension Contribution Accounts.

I. Employee Rollover Component

Employee Rollover Contributions: [Plan Sec. 4.5]

I.1. Employee Rollover Contributions are allowed if the Employee is in Covered Employment (but regardless of whether he/she is an Active Participant).

I.2. Employee Rollover Contributions will be allowed from the following retirement savings vehicles in addition to Code § 401(a) and 403(a) qualified plans and “conduit” IRAs … [check each that applies]:

a. Code § 403(b) annuity plans.
b. Code § 457(b) plans maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
c. IRAs (as described in Code § 408(a) or (b)) other than “conduit” IRAs (to the extent the distribution that is eligible to be rolled over is otherwise includible in gross income).

I.3. Employee Rollover Contributions will be allowed of pre-tax amounts only.
I.4. Employee Rollover Contributions will be allowed in cash only.

<table>
<thead>
<tr>
<th>In-Service Withdrawals: [Plan Sec. 11.2(a)]</th>
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<tbody>
<tr>
<td>I.5. Withdrawals are allowed from Employee Rollover Contribution Accounts at any time for any reason.</td>
</tr>
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</table>

### J. Retirement

**Retirement Age:** [Plan Sec. 2.40]

- J.1. The Normal Retirement Age is age [55 to 65]. [NOTE: The Normal Retirement Age for Employer Regular Pension Contributions must be a reasonable representation of the typical retirement age for your industry. A Normal Retirement Age of 62 to age 65 satisfies this requirement. A Normal Retirement Age between age 55 to age 62 may qualify, depending on the facts and circumstances.]

  [NOTE: An increase in Normal Retirement Age is a change to the vesting rules of the Plan. As such, the limitations of Plan Section 10.2(k) will apply. Any Participant with 3 years of Service will be eligible to elect to continue with the prior Normal Retirement Age rule for purposes of vesting only.]

### K. Vesting Rules

- K.1. A Participant will at all times be fully – 100% – vested in all of his/her Contribution Accounts.

### L. Payment of Benefits

**Payment of Small Balances:** [Plan Sec. 12.4]

- L.1. The Benefit subject to involuntary distribution at Termination of Service (or death) is … [check one]:
  - a $5,000 or less. [NOTE: The Plan will be subject to the automatic rollover requirements of Code § 401(a)(31)(B) for all Benefits payable to a Participant prior to Normal Retirement Age (or, if later, age 62).]
  - b N/A – involuntary distributions will not be made.

**Payment Forms:** [Plan Secs. 12.3(b) and 12.6]

- L.2. The Qualified Joint and Survivor Annuity is a joint and survivor annuity with a survivor percentage of 50%.

- L.3. In addition to an annuity or a lump-sum payment, the methods of payment permitted under the Plan (for Benefits in excess of the cash-out and automatic rollover amounts) include … [check each that applies]:
  - a partial payments. [NOTE: A Participant or Beneficiary must separately request each partial payment, including minimum distributions under Code § 401(a)(9). If a Participant fails to request a minimum distribution in the form of a partial payment, a Qualified Joint and Survivor Annuity for a married Participant, or a Life Annuity for a single Participant, will be purchased to satisfy Code § 401(a)(9).]
  - b installments over a period that does not exceed the applicable life expectancy under Code § 401(a)(9).

**2009 Minimum Distribution Waiver:** [Plan Sec. 12.7(k)]

- L.4. 2009 Required Minimum Distribution Waiver. [Complete if the Plan was in existence prior to January 1, 2010 and the Plan did not pay the 2009 required minimum distributions to Participants and Beneficiaries until notified to pay such amount by the applicable Participant or Beneficiary] … [check if applicable]:
  - a The Plan did not pay the 2009 required minimum distributions unless the Participant (or Beneficiary) elected to receive such distribution.

**Non-Spouse Beneficiary Direct Transfers:** [Plan Sec. 12.19]

- L.5. Prior to the first day of the Plan Year beginning on or after January 1, 2010, the Plan … [check one]:
  - a Did not allow non-Spouse Beneficiary direct transfers to an individual retirement account. [NOTE: Effective as of the first day of the Plan Year beginning on or after ...]
January 1, 2010, Plans must allow non-Spouse Beneficiary direct transfers.

b. □ Allowed non-Spouse Beneficiary direct transfers, effective … [check one]:
   ii. □ [month, day, year, cannot be before January 1, 2007].

M. Top-Heavy Provisions

Coordination With Other Qualified Plans:
[Plan Sec. 17.1]

M.1. Does any Controlled Group Member maintain another qualified plan? … [check one]:
   a. □ No. [Skip to Section N.]
   b. □ Yes.

M.2. If this Plan is Top-Heavy, and if a Participant also is covered under another qualified defined contribution plan, the defined contribution minimum will be provided under … [check one]:
   a. □ N/A – no such defined contribution plan exists.
   b. □ the paired profit sharing plan (Adoption Agreement #011). [NOTE: However, if the Employees who benefit under this Plan are not identical to the Employees who benefit under the paired profit sharing plan, each plan will provide the defined contribution minimum.]
   c. □ this Plan.

M.3. If this Plan is Top-Heavy, and if a Participant also is covered under a qualified defined benefit plan, … [check one]:
   a. □ N/A – no such defined benefit plan exists.
   b. □ a defined benefit minimum of 2% per year of Service (up to 20%) will be provided under the defined benefit plan.
   c. □ a defined contribution minimum of 5% will be provided under the defined contribution plan designated in M.2. (or if there is no other defined contribution plan, or if another defined contribution plan is designated in M.2. but the Participant is not covered under such plan, then under this Plan).
   d. □ other [specify manner in which top-heavy benefit will be provided; attach addendum if necessary]: ________.

N. Code § 415 Coordination

415 Compensation:
[Plan Sec. 18.3]

N.1. The 415 Compensation of a Participant … [check one]:
   a. □ does not include taxable amounts received by a Participant prior to termination of employment pursuant to a nonqualified unfunded deferred compensation plan.
   b. □ includes taxable amounts received by a Participant prior to termination of employment pursuant to a nonqualified unfunded deferred compensation plan in the year received … [check i. if applicable]:
      i. □ 415 Compensation also includes taxable amounts received by the Participant following severance from employment pursuant to a nonqualified unfunded deferred compensation plan, provided the payment would have been paid to the Participant at the same time if the Participant had not had a severance from employment. [NOTE: To be included, the payment must be paid by the later of 2½ months after the severance from employment or the end of the Limitation Year in which the severance from employment occurred.]

[NOTE: 415 Compensation includes Elective Deferrals (as defined in Plan Sec. 2.17), and any contributions made at the election of the Participant that is excluded from gross income under Code § 125 or 132(f)(4).]

Coordination With Other Plans:

N.2. Does any Controlled Group Member maintain (i) another qualified defined contribution plan (other than another master or prototype plan), (ii) a simplified employee pension as defined in Code § 408(a), (iii) a welfare benefit fund as defined in Code § 419(e), or (iv) an individual medical account as defined in Code § 415(f)(2), under which amounts are
treated as Annual Additions with respect to any Participant in this Plan? … [check one]:

a. No.

b. Yes, and the method used to coordinate the limit on Annual Additions among the plans will be as follows [specify the method that will be used to coordinate the annual addition limits in a manner that precludes discretion; attach addendum if necessary]:

O. Special Testing Rules

Highly Compensated Employees:

[Plan Sec. 2.27]

O.1. An Employee will be a Highly Compensated Employee if he/she is a more than five-percent owner at any time during the current Plan Year or the twelve-consecutive-month period immediately preceding the current Plan Year. [NOTE: The constructive ownership rules under Code § 318 apply for determining who is a more than five-percent owner.]

An Employee also will be a Highly Compensated Employee if his/her Compensation during the look-back period exceeded the dollar amount in effect under Plan Sec. 2.27 and the Employee was in the top-paid group for the look-back period. [NOTE: The top-paid group election must be made in all other plans of all Controlled Group Members.]

O.2. The look-back period is the twelve-consecutive-month period immediately preceding the current Plan Year. [NOTE: If the Plan Year is the calendar year, the look-back period is the prior calendar year.]

P. Frozen Participation and Frozen Contributions

P.1. The Plan has been frozen in the following respects … [check a., or check each of b. and c. that applies and complete]:

a. N/A – The participation and contribution provisions of this Adoption Agreement continue to apply.

b. Participation. The Plan participation provisions of the Adoption Agreement apply to all individuals who were Participants as of [month, day, year] and no individuals shall become Participants in the Plan after that date.

c. Contributions. The Plan contribution provisions of the Adoption Agreement apply to contributions made prior to [month, day, year] and no additional contributions shall be made to the Plan for periods after that date.

Q. Other Information for the Participating Employers

Failure to fill out this Adoption Agreement completely and correctly may result in failure of the Plan to qualify under Code § 401(a).

The Plan Administrator is responsible for administration of the Plan, including the filing of the annual report on Form 5500 and the preparation and delivery of summary plan descriptions, summaries of material modifications and summary annual reports. The Lead Employer and other fiduciaries agree to obtain bonds as required by law. [ERISA § 412.]

Inquiries regarding the adoption of the Plan or the effect of the opinion letter should be directed to the Sponsor of the Prototype.
R. Sponsor of the Prototype

The Sponsor of the Prototype is:

Putnam Fiduciary Trust Company
One Post Office Square
Boston, Massachusetts 02109
Telephone: 1-800-662-0019

Putnam Fiduciary Trust Company (or its designee) will inform the Lead Employer if any amendments are made to the Prototype Defined Contribution Plan, or if the Prototype Defined Contribution Plan is discontinued or abandoned.

[The remaining portion of the page is intentionally blank]
S. Reliance on IRS Opinion Letter

The Participating Employers may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code § 401(a) except to the extent provided in Rev. Proc. 2011-49.

A Participating Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code § 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code § 419A(d)(3), or an individual medical account, as defined in Code § 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 §§ 415 and 416.

If the Participating Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Participating 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 Rev. Proc. 2011-49.

This Adoption Agreement may be used only in conjunction with Basic Plan Document #01.

T. Lead Employer Signature

The Lead Employer has executed this Adoption Agreement effective as of the dates specified in the Adoption Agreement.

You should consult with an attorney or other independent qualified advisor as to the legal and tax effect of adopting the Plan.

Date Signed: ______________________  Lead Employer: ________________________________

By ________________________________

Name (Print): ______________________

Title: ______________________________

Other Participating Employer: ______________________________

By ________________________________

Name (Print): ______________________

Title: ______________________________
PROTOTYPE TRUST AGREEMENT

The Trustee hereby accepts its appointment as such in accordance with Article XX of the Basic Plan Document (for Putnam Fiduciary Trust Company) or separate Trust Agreement (for any other Trustee).

<table>
<thead>
<tr>
<th>PUTNAM FIDUCIARY TRUST COMPANY:</th>
<th>INDIVIDUAL TRUSTEES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By ____________________________</td>
<td>Name (Print):________</td>
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<td>Name (Print): _________________</td>
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