



**PUTNAM FIDUCIARY TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN**

[TITLE]: PROFIT SHARING/401(k) PLAN
Standardized (011)

ADOPTION AGREEMENT

Amended for the regulations and guidance specified in the cumulative list contained in IRS Notice 2010-90, including the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA") and the Small Business Jobs Act of 2010 ("SBJA").

National Office Letter

Date: _____

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[TITLE]: PROFIT SHARING/401(k) PLAN
Standardized (011)

ADOPTION 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

Lead Employer:
[Plan Sec. 2.33]

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

Plan:
[Plan Sec. 1.1]

C.1. Plan Name: _____

Plan Year:
[Plan Sec. 2.51]

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

Trustee:
[Plan Secs. 1.3 and 2.65]

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

Excluded Employment Categories:
[Plan Sec. 2.13(a)]

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 any Component, he/she must have attained age ... [check one]:
- a. _____ [21 or less].
 - b. N/A – there is no age requirement.
- D.3. The service requirement for participation in the Employee Pre-Tax Component (if applicable) and in the Regular Matching Component (if applicable) will be determined under F.2.

The service requirement for participation in the Employer Regular Profit Sharing Component (if applicable) will be determined under J.2.

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 computation 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 in 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 Employee 401(k) Contributions, other 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. Employee 401(k) Contributions and other 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: The Plan Administrator may, in its sole discretion, include or exclude items from Plan

Compensation against which a pay reduction agreement applies for purposes of determining Employee 401(k) Contributions, regardless of the elections made in E.1. and E.2. However, the elections made in E.1. and E.2. will apply for other purposes.]

[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]

E.3. Plan Compensation for the Plan Year ... [check one]:

- a. does not
b. does

... 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 Services Rules:
[Plan Secs. 2.49(g) and 21.3]

E.4. Plan Compensation ... [check one]:

- a. excludes
b. includes

... military differential wage payment 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.]

E.5. The Plan ... [check one]:

- a. does
b. does not

... 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 required 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 401(k) Component

Employee 401(k) Contributions:
[Plan Sec. 4.1]

F.1. Employee 401(k) Contributions ... [check one]:

- a. will not be allowed under the Plan. *[Skip to Section G.]*
b. will be allowed under the Plan ... [check if applicable]: *[Note: If this Adoption Agreement allows Employee 401(k) Contributions for the first time, you must complete the "Special Effective Date for Employee 401(k) Contributions" below.]*
i. Employee Catch-Up Contributions also are allowed by eligible Participants. *[Complete the "Special Effective Date for Employee Catch-Up Contributions" below, if applicable.]*

Special Effective Date for Employee 401(k) Contributions

If this Adoption Agreement adds Employee 401(k) Contributions to the Plan for the first time, the effective date of this provision is ____ [month, day, year] *[An Employee 401(k) Component cannot be adopted retroactively. The date cannot be earlier than the date the Plan was initially adopted by the Lead Employer, it cannot be effective retroactively.] [Employer 401(k) Contributions cannot be contributed prior to the later of the effective date listed above or the execution date of the restatement or amendment first adopting this provision.]*

Special Effective Date for Employee Catch-Up Contributions

If this Adoption Agreement adds Employee Catch-Up Contributions to the Plan for the first time, the effective date of this provision is _____ [month, day, year] [Cannot be earlier than the date in the Special Effective Date for Employee 401(k) Contributions.]

[NOTE: All Employee 401(k) Contributions under the Plan will be pre-tax contributions. Participants are not able to make a "Roth" designation with respect to any contributions under the Plan.]

Service Requirement:
[Plan Sec. 3.1(a)]

F.2. For an Employee to participate in the Employee 401(k) Component, he/she must have completed ... [check one]: [NOTE: Whether an Employee has "one year" of Service is determined using the hour count method as specified in D.7.]

- a. one year of Service.
- b. N/A – there is no service requirement.

Pay Reduction Contributions – Minimums/Maximums:
[Plan Sec. 4.1(a)]

F.3. Employee 401(k) Contributions are permitted by means of pay reduction in any whole percentage or dollar amount, subject to such uniform minimum and maximum, if any, as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.

[NOTE: Employee 401(k) Contributions (other than Employee Catch-Up Contributions) are limited by Code § 402(g).]

[NOTE: If the Plan allows Employee Catch-Up Contributions, and the Employee 401(k) Contribution limit specified for a Plan Year is less than 75% of Plan Compensation, Employee Catch-Up Contributions will be allowed each payroll period in excess of the limit specified above, subject to an aggregate limit of 75% of Plan Compensation. Employee Catch-Up Contributions also are allowed in excess of the limit under Code § 402(g), up to the limit under Code § 414(v).]

Make-Up Election

F.4. If the Lead Employer has specified a maximum amount for Employee 401(k) Contributions, the Lead Employer may further specify in written action taken prior to the first day of the Plan Year that a Participant who has contributed less than the maximum amount for prior payroll periods within the Plan Year may increase his/her pay reductions above the maximum in subsequent payroll periods to account for no prior pay reductions, or prior pay reductions at less than the maximum.

Automatic Enrollment

F.5. Upon initial entry into the Employee 401(k) Component, a Participant will be deemed to have elected a pay reduction of ... [check one]: [NOTE: Some state laws may prohibit or limit automatic enrollments.]

- a. N/A – the automatic enrollment provision does not apply.
- b. _____% of Plan Compensation per payroll period unless he/she affirmatively elects a different percentage or amount or elects not to receive Employee 401(k) Contributions.

Special Effective Date [complete if desired]:

If this Adoption Agreement adds automatic enrollment for the first time in the manner specified above, this provision will be effective as of _____ [month, day, year] with respect to individuals who become Employees on or after that date.

Pay Reduction Agreements:
[Plan Sec. 4.1(a)]

F.6. The initial pay reduction agreement made by a Participant may be effective as soon as administratively practicable after his/her initial Entry Date. Thereafter, a pay reduction agreement may be effective, or once effective may be modified, as soon as administratively practicable after ... [check one]:

- a. any Entry Date.
- b. the first day of any Plan Year or the first day of the seventh month of any Plan Year.
- c. the first day of any Plan Year.
- d. the first day of any quarter of any Plan Year.
- e. the first day of any month.
- f. the date the election is made.

[NOTE: A pay reduction agreement may be revoked at any time, with the revocation effective as soon as administratively practicable after the date the revocation election is made.]

Cash or Deferred Contributions:
[Plan Sec. 4.1]

- F.7. A cash or deferred option is available with respect to ... *[check one]*: *[NOTE: If a cash or deferred option is available with respect to an item of compensation, a general pay reduction agreement will not apply to that item.]*
- a. N/A – a cash or deferred option is not available.
 - b. bonuses paid during the Plan Year and designated as eligible for this option by the Lead Employer (up to the full amount of any designated bonus is eligible for deferral).

In-Service Hardship Withdrawals:
[Plan Secs. 11.2(c) and 11.3]

- F.8. Withdrawals from Employee 401(k) Contribution Accounts on account of Hardship are ... *[check one]*:
- a. not allowed.
 - b. allowed.

Deemed Severance Distributions:
[Plan Sec. 11.7]

- F.9. Deemed severance distributions ... *[check one]*:
- a. are
 - b. are not

... allowed under the Plan. *[NOTE: Deemed severance distributions are only available to employees in active United States military service for a period of at least 30 days and only from Employee 401(k) Contributions Accounts. If allowed, deemed severance distributions are in addition to any withdrawals allowed in F.8. or M.2.]*

G. Employee After-Tax Component

Employee After-Tax Contributions:
[Plan Sec. 4.2]

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

H. Employer Safe-Harbor Component

Employer Safe-Harbor Contributions:
[Plan Secs. 5.1, 5.4, 6.1 and 6.5]

- H.1. This Plan is not intended to be a Safe-Harbor Plan – that is, Employer Safe-Harbor Matching and/or Safe-Harbor Profit Sharing Contributions will not be made under the Plan, and the Plan is not intended to be exempt from Actual Deferral Percentage and Actual Contribution Percentage Testing under Code §§ 401(k) and (m).

I. Employer Regular Matching Component

Employer Regular Matching Contributions:
[Plan Sec. 5.2]

- I.1. Employer Regular Matching Contributions ... *[check one]*:
- a. may not *[Skip to Section J.]*
 - b. may

... be made under the Plan as provided in this Section.

Service Requirement:
[Plan Sec. 3.1(a)]

- I.2. For an Employee to participate in the Employer Regular Matching Component, he/she must have satisfied the service requirement (if any) specified in F.2. for the Employee 401(k) Component.

Requirements to Receive an Employer Regular Matching Contribution:
[Plan Sec. 5.2(a) or (b)]

- I.3. A Participant will receive an Employer Regular Matching Contribution for a Plan Year if (and only if) he/she is an Active Participant in the Employer Regular Matching Component at some time during the Plan Year, even if he/she is not an Employee on the last day of the Plan Year and regardless of the number of Hours of Service he/she completes

during the Plan Year.

Matching Formula:
[Plan Sec. 5.2(a) or (b)]

I.4. Employer Regular Matching Contributions will be ... [check one of a. or b., and complete c. if applicable]:

Fixed Contributions –
as ratio of Employee
401(k) Contributions to
Plan Compensation

a. ____% [may not exceed 100%] of the first ____% of Match Eligible Contributions expressed as a percentage of Plan Compensation for payroll periods ending within the Matching Contribution Period.

The Matching Contribution Period is ... [check one]:

- i. each Plan Year.
- ii. each payroll period.
- iii. each month.
- iv. each quarter of each Plan Year.

[NOTE: Employer Regular Matching Contributions will be calculated based on the ratio of Match Eligible Contributions to Plan Compensation for each Matching Contribution Period. If the Matching Contribution Period is the Plan Year, but Employer Regular Matching Contributions are made on a more frequent basis (e.g., each payroll period or month), “true-up” contributions are required and will be calculated based on the ratio of Match Eligible Contributions to Plan Compensation for the Plan Year.]

Discretionary
Contributions

b. a discretionary amount determined by the Lead Employer.

The Lead Employer may specify in a written action taken prior to the first day of the Plan Year that Employer Regular Matching Contributions will be made for the specified Matching Contribution Period in accordance with a schedule that conforms with a schedule specified in a., above.

If such written action is not taken prior to the first day of the Plan Year, then any Employer Regular Matching Contribution made for the Plan Year on Employee 401(k) Contributions will be allocated in proportion to Employee 401(k) Contributions for payroll periods ending within the Plan Year that do not exceed ... [check one]:

- i. N/A – no limit.
- ii. ____% [may not exceed 100%] of Plan Compensation for the Plan Year.

Match Eligible
Contributions

c. Match Eligible Contributions are Employee 401(k) Contributions, including Employee Catch-Up Contributions.

**In-Service Hardship
Withdrawals:**
[Plan Sec. 11.2(c)]

I.5. Withdrawals from Employer Regular Matching Contribution Accounts on account of Hardship are allowed if (and only if) such withdrawals are allowed from Employee 401(k) Contribution Accounts under F.8.

J. Employer Regular Profit Sharing Component

Profit Sharing Contributions:
[Plan Sec. 6.2]

J.1. Employer Regular Profit Sharing Contributions ... [check one]:

- a. may
- b. may not [Skip to Section K.]

... be made under the Plan as provided in this Section.

Service Requirement:
[Plan Sec. 3.1(a)]

J.2. For an Employee to participate in the Employer Regular Profit Sharing Component, 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.

Requirements to Share in the Employer Regular Profit Sharing Contribution:
[Plan Sec. 6.2(a) or (b)]

- J.3. A Participant will share in the Employer Regular Profit Sharing Contribution for a Plan Year if (and only if) he/she is an Active Participant in the Employer Regular Profit Sharing Component at some time during the Plan Year and either is an Employee on the last day of the Plan Year or completes at least 501 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.]

Contribution/Allocation Formula:
[Plan Sec. 6.2(a) or (b)]

- J.4. The Employer Regular Profit Sharing Contribution for each Plan Year will ... *[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 or allocation method for the Employer Regular Profit Sharing Contributions will be applied with the applicable modifications described in Plan Sec. 17.1(b).]**

Non-Integrated
Variable Formula –
Discretionary

- a. be allocated among the eligible Participants in proportion to Plan Compensation for the Plan Year using the nonintegrated allocation formula in Plan Sec. 6.2(a)(1).

The amount of the contribution will be a discretionary amount determined by the Lead Employer (not contingent on Net Profits).

Integrated
Variable Formula –
Discretionary

- b. be allocated among the eligible Participants using an integrated allocation formula in Plan Sec. 6.2(a)(2).

The amount of the contribution will be a discretionary amount determined by the Lead Employer (not contingent on Net Profits).

- i. The Integration Level is ... *[check one]:*

- A. the Taxable Wage Base in effect at the beginning of the Plan Year.
B. \$ _____ *[not more than the Taxable Wage Base in effect at the beginning of the Plan Year in which this dollar amount is first effective].*
C. _____ % *[less than 100%]* of the Taxable Wage Base in effect at the beginning of the Plan Year.

- ii. The integrated allocation formula used is the ... *[check one]:*

- A. Two-step formula (non-top-heavy method).
B. Four-step formula (top-heavy method).

Non-Integrated
Fixed Formula –
Non-Discretionary

- c. equal a fixed amount for each eligible Participant. The amount of the contribution will be _____ % of Plan Compensation for the Plan Year. **[NOTE: IRS deduction rules generally limit an Employer's deduction for its contributions to a maximum deduction of 25% of Compensation paid to Participants during its taxable year.]**

In-Service Hardship Withdrawals:
[Plan Sec. 11.2(c)]

- J.5. Withdrawals from Employer Regular Profit Sharing Contribution Accounts on account of Hardship are ... *[check one]:*

- a. not allowed.
b. allowed.

K. Employer Qualified Matching and Profit Sharing Component

[NOTE: Contributions under this Section K. are in addition to any Regular Matching or Regular Profit Sharing Contributions.]

Employer Qualified Contributions:

- K.1. Employer Qualified Matching and/or Qualified Profit Sharing Contributions may be made under the Plan at the discretion of the Lead Employer.

[NOTE: If the Plan uses the prior year testing method, Employer Qualified Profit Sharing

[Plan Secs. 5.3 and 6.3]

Contributions may not be counted for purposes of satisfying the ADP or ACP Test; however, Employer Qualified Matching Contributions may be counted, provided they are made during the Plan Year being tested.]

[NOTE: If the Plan uses the current year testing method, Employer Qualified Matching and/or Qualified Profit Sharing Contributions must be made within twelve months following the close of the current Plan Year. However, contributions made later than 30 days after the employer's tax filing deadline must be treated as Annual Additions in the Limitation Year made for purposes of Code § 415.]

Employer Qualified Matching Contributions (QMACs):
[Plan Sec. 5.3]

- K.2. Employer Qualified Matching Contributions (QMACs) will be allocated among the Non-Highly Compensated Employees who are eligible Participants described in I.3. with respect to the applicable Plan Year. The allocation will be made in proportion to the Employer Regular Matching Contributions of each eligible Participant. *[NOTE: Employer Qualified Matching Contributions will be made only if the Plan includes an Employer Regular Matching Component.]*

[NOTE: Employer Qualified Matching Contributions may not exceed 100% of the Participant's Match Eligible Contributions

Employer Qualified Profit Sharing Contributions (QNECs):
[Plan Sec. 6.3]

- K.3. Employer Qualified Profit Sharing Contributions (QNECs) will be allocated among the Non-Highly Compensated Employees who benefit under the applicable Component for the Plan Year. *[NOTE: The "applicable" Component is the Employee 401(k) Component in the case of a contribution made to satisfy the Actual Deferral Percentage (ADP) Test of Code § 401(k); or the Employer Regular Matching Component in the case of a contribution made to satisfy the Actual Contribution Percentage (ACP) Test of Code § 401(m).] [NOTE: If a Component is disaggregated into two or more separate Components for purposes of the coverage requirements of Code § 410(b), the contribution will be determined separately for each disaggregated Component.]*

[NOTE: An Employee "benefits" under the Employee 401(k) Component if he/she is eligible to make Employee 401(k) Contributions during the applicable Plan Year. An Employee "benefits" under the Employer Regular Matching Component if he/she satisfies the requirements in I.3. for the Plan Year.]

- K.4. Employer Qualified Profit Sharing Contributions (QNECs) will be allocated as a uniform percentage of Plan Compensation for the Plan Year, using testing compensation as the definition of Plan Compensation for the Plan Year instead of the definition in Section E.

[NOTE: For this purpose, "testing compensation" means the definition of compensation used for purposes of applying the Actual Deferral Percentage Test or Actual Contribution Percentage Test for the Plan Year.]

L. Employee Rollover Component

Employee Rollover Contributions:
[Plan Sec. 4.5]

- L.1. Employee Rollover Contributions are allowed if the Employee is in Covered Employment (but regardless of whether he/she is an Active Participant).
- L.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).
- L.3. Employee Rollover Contributions will be allowed of pre-tax amounts only.
- L.4. Employee Rollover Contributions will be allowed in cash only.

Inservice Withdrawals

- L.5. Withdrawals are allowed from Employee Rollover Contribution Accounts at any time

[Plan Sec. 11.2(a)]

and for any reason.

M. Retirement and In-Service Withdrawals

Retirement Age:
[Plan Sec. 2.40]

M.1. The Normal Retirement Age is age _____ [65 or less].

In-Service Withdrawals:
[Plan Sec. 11.2]

M.2. Withdrawals prior to Termination of Service, other than on account of Hardship, are ...
[check one]:

- a. not allowed from any Contribution Account (other than as provided in L.5).
b. allowed from any Contribution Account for any reason after age 59½.

[NOTE: The availability of in-service withdrawals on account of Hardship with respect to certain Components is addressed under F.8., I.5., and J.5.]

M.3. Following a Hardship distribution, Employee 401(k) Contributions will be suspended for ... [check one]:

- a. N/A – Hardship distributions are not allowed under the Plan.
b. 6 months.

N. Vesting Rules

Vesting:
[Plan Sec. 10.2(e)]

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

O. Employer Securities

Employer Securities:
[Plan Secs. 14.13 and 14.14]

O.1. The Plan may not hold Qualifying Employer Securities.

P. Payment of Benefits

Payment of Small Balances:
[Plan Sec. 12.4]

P.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]

P.2. A lump-sum payment ... [check one]:

- a. is the only form of payment permitted to a Participant or Beneficiary (except partial payments in the minimum amount necessary to satisfy Code § 401(a)(9)).
b. or partial payments are permitted to a Participant or Beneficiary. [NOTE: A Participant or Beneficiary must separately request each partial payment unless a methodology for systematic partial payments is established by the Plan Administrator, including partial payments in the minimum amount necessary to satisfy Code § 401(a)(9).]

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

P.3. 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]**

- P.4. 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 1st 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]:
 - i. January 1, 2007.
 - ii. _____ [month, day, year, cannot be before January 1, 2007].

Q. Top-Heavy Provisions

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

- Q.1. Does any Controlled Group Member maintain another qualified plan? ... [check one]:
- a. No. [Skip to Section R.]
 - b. Yes.
- Q.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 money purchase pension plan (Adoption Agreement #012). [NOTE: However, if the Employees who benefit under this Plan are not identical to the Employees who benefit under the paired money purchase pension plan, each plan will provide the defined contribution minimum.]
 - c. this Plan.
- Q.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 Q.2. (or if there is no other defined contribution plan, or if another defined contribution plan is designated in Q.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]: _____.

R. Code § 415 Coordination

**415 Compensation:
[Plan Sec. 18.3]**

- R.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 amount received by 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 amount received by Participants 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 the 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:
[Plan Sec. 18.2]

- R.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(l)(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]: _____.

S. Special Testing Rules

Highly Compensated Employees:
[Plan Sec. 2.27]

- S.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.]

- S.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.]
- S.3. The Actual Deferral Percentage Test and the Actual Contribution Percentage Test will be applied using the ... [select the method being used for the Plan Year for which this Adoption Agreement is effective]:

ADP/ACP Testing Method:
[Plan Secs. 19.2 and 19.3]

[complete only if the Plan has an Employee 401(k) Component]

- a. prior year testing method. [NOTE: If the Plan is first required to apply the Actual Deferral Percentage Test or Actual Contribution Percentage Test in a Plan Year beginning on or after January 1, 1997 (and the plan is not a successor plan), and the prior year testing method is used for such Plan Year, then the test will be applied for such Plan Year using the greater of (i) 3%, or (ii) the Actual Deferral Percentage or Actual Contribution Percentage, as appropriate, of the Non-Highly Compensated Employees for such Plan Year.]
- b. current year testing method. [NOTE: The current year testing election can be changed only under circumstances prescribed by the IRS.]

T. Frozen Participation and Frozen Contributions

- T.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.

U. 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.

V. 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.

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W. 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(1)(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.

X. 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).

PUTNAM FIDUCIARY TRUST COMPANY:

By _____
Name (Print): _____
Title: _____
Date Signed: _____

INDIVIDUAL TRUSTEES:

Name (Print): _____

Signature
Date Signed: _____

Name (Print): _____

Signature
Date Signed: _____

Name (Print): _____

Signature
Date Signed: _____

FINANCIAL ORGANIZATION TRUSTEE:

Name: _____
By _____
Name (Print): _____
Title: _____
Date Signed: _____

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