PUTNAM INVESTOR SERVICES, INC.
PRE-APPROVED DEFINED CONTRIBUTION PLAN

BASIC PLAN DOCUMENT #01

Amended for the regulations and guidance specified in the cumulative list contained in IRS Notice 2017-37.

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This pre-approved defined contribution plan is made available to employers by Putnam Investor Services, Inc. By executing the appropriate Adoption Agreement, an employer may adopt a pre-approved plan in the form of a profit sharing plan or a money purchase pension plan, or the employer may amend and restate an existing profit sharing plan or money purchase pension plan in the form of this pre-approved plan. **This Basic Plan Document supports more than one Adoption Agreements, and not all provisions and features in this Basic Plan Document apply to all Adoption Agreements. In addition, this Basic Plan Document and the Adoption Agreements may contain features that Putnam Investor Services, Inc. does not support administratively for all employers.**

ARTICLE I – GENERAL

1.1 Plan. The Plan will be referred to by the name specified in the Adoption Agreement.

1.2 Effective Dates

(a) Original Effective Date. The Original Effective Date is the date as of which the Plan was initially adopted, whether in the form of this pre-approved plan or in some other form (e.g., as another pre-approved or individually designed plan).

(b) Amendment Effective Date. The Amendment Effective Date is the date specified in the Adoption Agreement as of which an amendment is effective with respect to the Plan.

(c) Special Effective Dates. A Special Effective Date may apply to any given provision if so specified in the Adoption Agreement or in this Basic Plan Document, and this Special Effective Date will control over the Original Effective Date or Amendment Effective Date with respect to such provision of the Plan. Further, any provision necessary to comply with any change in law resulting from federal legislation or the issuance of regulations or other guidance by federal agencies, or to conform to any changes in administration consistent with any such change in law will be effective as of the date required by the law, regulation or other guidance, even if earlier than an Amendment Effective Date.

Any provision or amendment required to comply with a change in qualification requirements will be effective as of the date required by the qualification change or, if the qualification change allowed a choice as to the effective date of the provision or amendment, as of the effective date specified in any "good faith" compliance amendment adopted in response to the change in qualification requirements. In the absence of a good faith compliance amendment, and unless a Special Effective Date is specified in the Adoption Agreement, any provision or feature that is required to be in a qualified plan, or any amendment that is required to be made to a qualified plan, to comply with the change in qualification requirements, will be effective as of the earliest date contemplated by the change in qualification requirements. Any feature that is allowed, but is not required, in a qualified plan as a result of a statutory or regulatory change and that is added to the Plan will be effective as of the effective date of any prior amendment (including the "good faith" compliance amendment) or, in the absence of such prior amendment as of the Amendment Effective Date or Special Effective Date on which such feature is added to the Plan.

1.3 Funding. The Plan will be funded by one or more Trust Funds as specified in the Adoption Agreement.

1.4 Construction and Controlling State Law. The Plan is intended to meet the requirements for qualification under Code § 401 and to comply with ERISA (unless exempt under the provisions thereof), and will be administered and construed consistent with this intent.

The Plan also will be administered and construed according to the laws of the State or Commonwealth (applied without regard to its conflict of law principles) in which is located the main administrative office of the Lead Employer, or such other State or Commonwealth as may be specified in the Adoption Agreement, to the extent such laws are not preempted by ERISA or other laws of the United States of America. However, with respect to any dispute involving the Trust Agreement or the duties of the Trustee, the controlling state law will be determined in accordance with the Trust Agreement, and if Putnam Fiduciary Trust Company, LLC is the Trustee, the controlling law will be the laws of the Commonwealth of Massachusetts.

ARTICLE II – DEFINITIONS

2.1 Account – means a Contribution Account or a Pending Allocation Account (including any subaccount established thereunder).

2.2 Active Participant – means an Employee who has met the eligibility, age and service and Entry Date requirements for any Component pursuant to the terms of the Plan and who remains in Covered Employment with respect to such Component.

2.3 Adoption Agreement – means the agreement appropriately adopted by the Participating Employer(s) and the Trustee(s) that establishes the Plan and creates the Trust Fund(s), including any addendum to such agreement that may contain provisions and/or effective dates that supplement or override provisions of the core agreement.

2.4 Basic Plan Document – means this document.

2.5 Beneficiary – means the Person or Persons designated as such pursuant to the terms of the Plan.

2.6 Benefit – means the value of the vested portion of the Participant's Contribution Accounts, whether vested before or upon death, including the cash value, or death benefit proceeds, of any life insurance contracts that are reflected in any such Contribution Account.

2.7 Break in Service – means:

(a) For purposes of determining eligibility to participate, a Break in Service is an eligibility computation period beginning on or after the Employee's Service Commencement Date during which his/her Hours of Service do not exceed 500.

(b) For purposes of determining vesting, a Break in Service is a vesting computation period beginning on or after the Employee's Service Commencement Date during which his/her Hours of Service do not exceed 500.

For purposes of determining whether a Break in Service has occurred, an Employee who has an absence from active employment for maternity or paternity reasons, but who has not had a Termination of Service, will receive credit for the Hours of Service which would otherwise have been credited to him/her but for such absence, or in any case in which such hours cannot be determined, eight Hours of Service per day of such absence. However, no more than 501 Hours of Service will be credited under this paragraph to an Employee on account of any one period of absence. The Hours of Service credited under this paragraph will be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period or, in all other cases, in the following computation period. See Sec. 2.57 regarding "computation periods".

An absence from active employment "for maternity or paternity reasons" for this purpose means an absence that began on or after the first day of the first Plan Year beginning in 1985 by reason of the pregnancy of the Employee, by reason of a birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or for purposes of caring for such child for a period beginning immediately following such birth or placement.

Notwithstanding the above, an Employee who is reemployed under Chapter 43 of Title 38 of the United States Code will be treated as not having a Break in Service by reason of his/her qualified military service (as defined in Code § 414(u)).

2.8 Code – means the Internal Revenue Code of 1986, as from time to time amended.

2.9 Collective Bargaining Employee – means an Employee who is in a unit covered by a collective bargaining agreement if retirement benefits were the subject of good faith bargaining between a Participating Employer and the collective bargaining representative for such unit, and if no more than 2% of the Employees who are covered by the agreement are professionals (as defined in regulations under Code § 410(b)). A "collective bargaining representative" for this purpose does not include any organization more than one-half of whose members are owners, officers or executives of a Participating Employer.

2.10 Component – means the portion of the Plan reflecting contributions of a given type (e.g., Employee 401(k) Contributions, Employer Regular Profit Sharing Contributions, Employer Regular Pension Contributions – each reflect a different Component).

2.11 Contribution Account – means an account established for a Participant under the Plan to reflect contributions of a given type that are made by or on behalf of the Participant, including an Employee Contribution Account or Employer Contribution Account.

2.12 Controlled Group Member – means any of the following:

(a) The Lead Employer;

(b) Any corporation that is a member of a controlled group of corporations (as defined in Code § 414(b)) that includes the Lead Employer;

(c) Any trade or business (whether or not incorporated) that is under common control (as defined in Code § 414(c)) with the Lead Employer (in the case of a non-profit, non-stock organization, control will be determined using the standard set forth in Treas. Reg. § 1.512(b)–1(L)(4)(i)(b), or such other standard as may be established for this purpose by the Internal Revenue Service);

(d) Any member of an "affiliated service group" (as defined in Code § 414(m)) that includes the Lead Employer; and

(e) Any entity required to be aggregated with the Lead Employer pursuant to Code § 414(o).

For purposes of applying the contribution and allocation limits of Code § 415 as implemented under the Plan, the Plan Administrator will determine the Controlled Group Members under subsections (b) and (c) in the manner described in Code § 415(h) – that is, by substituting a "more than 50%" ownership standard for the "at least 80%" ownership standard otherwise applicable under Code § 414(b) and (c).

2.13 Covered Employment – means, with respect to any Component, any employment with any Participating Employer (while it is a Participating Employer), subject to the following:

(a) Specified Exclusions. Covered Employment does not include employment in any employment category excluded under the Adoption Agreement.

(b) Collective Bargaining Employees. Covered Employment does not include employment as a Collective

Bargaining Employee unless the applicable collective bargaining agreement provides for participation in the Plan (it being the express intent that the eligibility of Collective Bargaining Employees to participate in the Plan is subject to negotiations with the collective bargaining representative).

A collective bargaining agreement will, for this purpose only, be deemed to continue after its formal expiration during collective bargaining negotiations pending the execution of a new agreement.

(c) Independent Contractors. Covered Employment does not include service during any period for which an individual (other than a Leased Employee or Self-Employed Individual) is classified by his/her employer as an independent contractor or as having any status other than a common-law employee, regardless of the correct legal status of the individual. This applies to all periods of such service of an individual who is subsequently reclassified as a common-law employee, whether the reclassification is retroactive or prospective.

(d) Leaves of Absence. Covered Employment includes any period of absence from active employment during which the employer-employee relationship continues, provided the Employee was in Covered Employment immediately prior to the start of such period of absence, and until Termination of Service or the happening of any other event or circumstance that would have resulted in loss of Covered Employment status if the individual had not been absent (e.g., the individual dies, or an amendment is made to exclude his/her employment category from Covered Employment).

A leave of absence under the Family and Medical Leave Act ("FMLA") will be treated in the same manner as any other leave of absence under the Plan.

(e) Special Rules for Certain Components. Covered Employment with respect to the Employer Qualified Matching Contribution or Qualified Profit Sharing Contribution Component will be the same as for the Employee 401(k) Contribution Component.

When used in the Adoption Agreement and Basic Plan Document, the term "employment" includes service as a Self-Employed Individual, Leased Employee or individual required to be treated as an employee under Code § 414(o) with respect to a Participating Employer (but does not include service as an independent contractor).

2.14 Disabled – means that an individual has a physical or mental condition that makes him/her unable to engage in any substantial gainful activity and that can be expected to result in death or has lasted or can be expected to last for at least a twelve-consecutive-month period.

2.15 Early Retirement Age – means the age (if any) specified as such in the Adoption Agreement, or the date on which the Employee has satisfied the age and service requirements (if any) specified as such in the Adoption Agreement.

2.16 Earned Income – means net earnings from self-employment (as defined in Code § 1402(a)) which are derived from the trade or business of a Participating Employer with respect to which the personal services of the individual are a material income producing factor, and adjusted as provided in Code § 401(c)(2). Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings will be reduced by the amount of contributions to the Plan or any other employee benefit plan with respect to such earnings which are deductible by the Employee under Code § 404. Net earnings will be determined with regard to the deduction allowed by Code § 164(f).

2.17 Elective Deferral – means any contribution made by the employer at the election of the individual, to the extent not included in gross income, under a qualified cash or deferred arrangement described in Code § 401(k), salary reduction simplified employee pension described in Code § 408(k)(6), SIMPLE IRA Plan described in Code § 408(p), eligible deferred compensation plan described in Code § 457 or a plan described in Code § 501(c)(18), and any contribution made by an employer on behalf of the individual under a salary reduction agreement to purchase an annuity contract or mutual fund under Code § 403(b). "Elective Deferral" also includes a contribution made under a cash or deferred arrangement described in Code § 401(k) that is included in the individual's gross income for federal income purposes as a result of an election (or deemed election) by the individual to designate the contribution as a "Roth 401(k) Contribution" pursuant to Code § 402A.

2.18 Employee – means:

(a) Any common-law employee of any Controlled Group Member;

(b) Any Self-Employed Individual with respect to any Controlled Group Member;

(c) Any Leased Employee with respect to any Controlled Group Member; and

(d) Any individual required to be treated as an employee of any Controlled Group Member under Code § 414(o).

Notwithstanding the above, a Leased Employee will not be considered an Employee if Leased Employees do not constitute more than 20% of the recipient's non-highly compensated workforce, and the Leased Employee is covered by a money purchase pension plan providing a nonintegrated employer contribution rate of at least 10% of compensation (as defined in Code § 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code §§ 125, 402(e)(3), 402(h)(1)(B) or 403(b)), immediate participation, and full and immediate vesting.

2.19 Employee Contribution – means any of the following types of contributions made to the Plan:

Employee 401(k) Contributions, which includes:
Employee Pre-Tax 401(k) Contributions, and
Employee Catch-Up Contributions
Employee Rollover Contributions
Employee Deductible Contributions
Employee Forfeiture Restoration Contributions

2.20 Employee Contribution Account – means a Contribution Account established to reflect amounts attributable to Employee Contributions.

2.21 Employer Contribution – means any of the following types of contributions made to the Plan:

Employer Regular Matching Contributions
Employer Qualified Matching Contributions
Employer Regular Profit Sharing Contributions
Employer Qualified Profit Sharing Contributions

Employer Regular Pension Contributions

2.22 Employer Contribution Account – means a Contribution Account established to reflect amounts attributable to Employer Contributions.

2.23 Entry Date – means each date specified as such in the Adoption Agreement, subject to the special rules set forth in Secs. 3.1(d) and (f).

2.24 ERISA – means the Employee Retirement Income Security Act of 1974, as from time to time amended.

2.25 Forfeiture – means the non-vested portion of a Contribution Account that is forfeited by the Participant as a result of a Break in Service of five years or a distribution of his/her Benefit, or any other amount treated as a Forfeiture under the terms of the Plan.

2.26 Hardship – means one of the following reasons:

(a) Medical Expenses. Expenses for medical care described in Code § 213(d) incurred by the Participant, his/her Spouse, or his/her dependents, or necessary for any of those persons to obtain such medical care.

(b) Home Purchase Expenses. Costs directly related to the purchase of the Participant's principal residence (excluding mortgage payments).

(c) Education Expenses. Payment of tuition and related educational fees for the next 12 months of post–secondary education for the Participant, his/her Spouse, children, or dependents.

(d) Eviction/Foreclosure Expenses. The need to prevent the eviction of the Participant from his/her principal residence or foreclosure on the mortgage of his/her principal residence.

(e) Funeral/Burial Expenses. Payment of expenses relating to the death of the Participant's deceased parent, Spouse, child or dependent.

(f) Casualty Expenses. Expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code § 165 (without regard to the limitation thereof to 10% of adjusted gross income under Code § 165(h)(2)).

A Spouse for this purpose does not include a former spouse who is treated as a Spouse under a qualified domestic relations order (as defined in Code§ 414(p)).

A "dependent" for this purpose is an individual determined to be a dependent under Code § 152 (except that dependent status under (a) and (c) above will be determined without regard to paragraphs (b)(1) and (2) and paragraph (d)(1)(B) of Code § 152, and dependent status under (e) above will be determined without regard to paragraph (d)(1)(B) of Code § 152).

2.27 Highly Compensated Employee – means an Employee described as such in Code § 414(q); generally, any Employee who performs services for any Controlled Group Member during the Plan Year and who satisfies one of the following conditions:

(a) More Than Five Percent Owners. The Employee was a more than five percent owner (as defined in Code § 416(i)(1)(B)(i)) at any time during the Plan Year or the twelve-consecutive-month period preceding the Plan Year, or was the Spouse, child, parent or grandparent of such an owner to whom the owner's stock is attributed pursuant to Code § 318 (regardless of the compensation of the owner or family member).

An Employee's ownership will be determined using the ownership attribution rules of Code § 318.

(b) Highly-Paid Employees. The Employee had compensation for the look-back period in excess of $80,000 (as adjusted at the same time and in the same manner as under Code § 415(d)) for the look-back period and, if so specified in the Adoption Agreement, was in the top-paid group for the look-back period.

The "compensation" of an Employee for this purpose means his/her Plan Compensation but determined without regard to any exclusions specified in the Adoption Agreement and without regard to the limit imposed on Plan Compensation under Code § 401(a)(17).

The "look-back period" for this purpose is the twelve-consecutive-month period preceding the Plan Year.

The "top-paid group" for this purpose is the top 20% of Employees who performed services for any Controlled Group Member during the look-back period, when ranked on the basis of compensation for the look-back period. In determining the number of Employees who performed services for any Controlled Group Member, the following Employees will be disregarded: (i) Employees who have completed less than six months of service by the end of the look-back period (including service completed prior to the look-back period), (ii) Employees who normally work less than 17½ hours per week, (iii) Employees who normally work less than six months during any year, (iv) Employees who have not attained age 21 by the end of the look-back period, (v) Employees who are non-resident aliens and who receive no earned income (within the meaning of section 911(d)(2)) from any Controlled Group Member that constitutes income from sources within the United States (within the meaning of Code § 861(a)(3)), and (vi) Collective Bargaining Employees if 90% or more of Employees are Collective Bargaining Employees and the Plan covers only Employees who are not Collective Bargaining Employees. The Plan Administrator may elect to modify the exclusions set forth above by substituting a shorter period of service in (i), (ii) or (iii), or a lower age in (iv), and/or may elect not to apply the exclusion (vi), for purposes of determining the top-paid group provided that such election is applied on a uniform and consistent basis.

2.28 Highly Compensated Former Employee – means a former Employee who is defined as such in accordance with Temp. Treas. Reg. § 1.414(q)-1T (A-4), Notice 97-45 and subsequent guidance issued by the Internal Revenue Service, based on the rules applicable to determine Highly Compensated Employee status as in effect for that Plan Year.

2.29 Hour of Service – means:

(a) Hours for Work Periods. Each hour for which the Employee is paid, or entitled to payment, for the performance of duties for any Controlled Group Member.

(b) Hours for Non-Work Periods. Each hour for which the Employee is paid, or entitled to payment, by any Controlled Group Member 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, including the hours for which pay is provided in lieu of notice of termination. However, no more than 501 Hours of Service will be credited on account of any single continuous period during which the Employee performs no duties, whether or not such period occurs in a single computation period. Hours of Service will not be credited under this subsection with respect to payments made under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation, or disability insurance laws or made solely to reimburse the Employee for medical or medically related expenses incurred by the Employee.

(c) Back Pay Awards. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by any Controlled Group Member. Such hours will be credited to 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. However, no more than 501 Hours of Service will be credited for payments of back pay, to the extent that such back pay is agreed to or awarded for a period of time during which the Employee did not or would not have performed duties for any Controlled Group Member.

(d) Leased Employees. Each hour that must be recognized under Code § 414(n) for duties prior to becoming a Leased Employee or duties that must be recognized under Code § 414(o).

In lieu of counting the actual number of Hours of Service with respect to a computation period, Hours of Service will be determined using any equivalencies specified in the Adoption Agreement.

Hours for which credit is received under this subsection will be counted and credited pursuant to DOL Reg. § 2530.200b-2. The Plan Administrator may round up the number of Hours of Service at the end of each computation period (or more frequently) to the next highest 10 or 100 as long as a uniform and nondiscriminatory practice is followed with respect to all Employees.

2.30 Inactive Participant – means an Employee or former Employee who is not an Active Participant but who has a Benefit remaining under the Plan.

2.31 Integration Level – means the amount specified as such in the Adoption Agreement (if an integrated formula is available and is elected in the Adoption Agreement). However, for a short Plan Year, the Integration Level will equal the amount specified as such in the Adoption Agreement multiplied by a fraction, the numerator of which is the number of months (full or partial) in the Plan Year and the denominator of which is 12.

2.32 Investment Manager – means any Person defined as such under ERISA § 3(38); generally, any fiduciary (other than a Trustee):

(a) Who has the power to manage, acquire, or dispose of any Plan Asset;

(b) Who (i) is registered as an investment adviser under the Investment Advisers Act of 1940; (ii) is not registered as an investment adviser by reason of paragraph (1) of section 203A(a) of such Act, is registered as an investment adviser under the laws of the State in which it maintains its principal office and place of business, and, at the time the fiduciary last filed the registration form with such State in order to maintain the fiduciary's registration under the laws of such State, also filed a copy of such form with the Secretary of Labor; (iii) is a bank, as defined in that Act; or (iv) is an insurance company qualified to perform services described in paragraph (1) under the laws of more than one State; and

(c) Who has acknowledged being a fiduciary with respect to the Plan.

2.33 Lead Employer – means the entity specified as such in the Adoption Agreement.

2.34 Leased Employee – means an individual identified as such in Code § 414(n); generally, any individual who is not otherwise an Employee and who pursuant to an agreement between the recipient and a leasing organization (which may be the individual acting on his/her own behalf) has performed services for the recipient (or for the recipient and related persons determined in accordance with Code § 414(n)(6)) on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction or control of the recipient.

2.35 Match Eligible Contribution – means an Employee 401(k) Contribution that is specified in the Adoption Agreement as being eligible for Employer Regular Matching Contributions.

2.36 Matching Contribution Period – means the period or periods specified as such in the Adoption Agreement. However, if the Plan provides for discretionary Employer Regular Matching Contributions and unless a shorter Matching Contribution Period is specified in a written action taken prior to the start of the Plan Year, then the Matching Contribution Period for any such Employer Regular Matching Contribution is the Plan Year.

2.37 Named Fiduciary – means:

(a) The Lead Employer;

(b) Any Investment Manager;

(c) Any Participant or Beneficiary to the extent he/she has voting or investment control with respect to Qualifying Employer Securities and/or Predecessor Employer Securities, or to the extent he/she has investment control with respect to his/her Contribution Accounts; and

(d) Any Person designated as such by the Lead Employer.

A Named Fiduciary is such only with respect to, and to the extent of, the discretionary authority delegated to the Named Fiduciary.

2.38 Net Profits – means the earnings and profits of the Participating Employers determined according to generally accepted accounting principles (GAAP). Net Earnings will in any event be determined before any contributions to the Plan (or any other qualified plan) and, in the case of a corporation, before any deduction for income taxes (Federal or State). If a Participating Employer is a nonprofit or not-for-profit organization, "Net Profits" means excess revenues (excess of receipts over expenditures).

2.39 Non-Highly Compensated Employee – means an Employee who is not a Highly Compensated Employee.

2.40 Normal Retirement Age – means the age specified as such in the Adoption Agreement.

2.41 Owner-Employee – means a sole proprietor or any partner who owns more than 10% of either the capital interest or the profits interest in a Controlled Group Member.

2.42 Participant – means an Active Participant or an Inactive Participant.

2.43 Participating Employer – means any Controlled Group Member (including the Lead Employer) identified as such in the Adoption Agreement.

2.44 Pending Allocation Account – means an account established under the Plan, but not attributable to any Participant.

2.45 Person – means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association, employee organization or other legally recognized entity.

2.46 Plan – means the defined contribution plan set forth herein (including the Adoption Agreement, the trust provisions of Article XXI and any separate Trust Agreement(s)) as adopted by the Participating Employers and as amended from time to time.

2.47 Plan Administrator – means the Lead Employer. In no event will Putnam Investor Services, Inc. or Putnam Fiduciary Trust Company, LLC be the Plan Administrator.

2.48 Plan Asset – means any asset held under any Trust Fund. "Plan Assets" means the sum total of all assets held under all Trust Funds.

2.49 Plan Compensation – means the following:

(a) Common-Law Employees. In the case of a common-law employee, compensation determined under whichever of the following definitions is specified in the Adoption Agreement:

(1) 415(c)(3) Compensation – means earned income, wages, salaries, fees for professional services and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Participating Employers to the extent that the amounts are includible in gross income (including, but not limited to, overtime pay, commission paid sales persons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. § 1.62-2(c)), and excludes the following:

(A) Any employer contributions to a plan of deferred compensation which are not includible in gross income for the taxable year in which contributed, employer contributions under a simplified employee pension plan or any contributions to or distributions from a plan of deferred compensation. Amounts received by a Participant pursuant to an unfunded plan of deferred compensation will not be included in Plan Compensation.

(B) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(C) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option.

(D) Any other amounts which receive special tax benefits, or contributions made by a Participating Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code § 403(b) (whether or not the contributions are actually excludable from the gross income of the Participant).

(2) Form W-2 Wages – means wages within the meaning of Code § 3401(a) and all other payments of compensation to a Participant by a Participating Employer in the course of the trade or business of the Participating Employer for which the Participating Employer is required to furnish the Participant a statement under Code §§ 6041(d), 6051(a)(3) and 6052. This compensation must be determined without regard to any rules under Code § 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 § 3401(a)(2)).

Plan Compensation under both of the above definitions includes Elective Deferrals, elective contributions under a cafeteria plan described in Code § 125, employee contributions (under a governmental plan) described in Code § 414(h)(2) that are picked up by the employing unit and thus treated as employer contributions, and amounts that are excluded from income as a qualified transportation fringe under Code § 132(f)(4). Amounts under a cafeteria plan described in Code § 125 include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an elective contribution under Code § 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan, as provided in IRS Rev. Ruling 2002-27.

(b) Self-Employed Individuals. In the case of a Self-Employed Individual, Earned Income.

(c) Leased Employee. In the case of a Leased Employee, an amount equal to the amount paid by the leasing organization for services rendered by the Leased Employee to the Participating Employers, or such other amount as the Plan Administrator deems to be appropriate and consistent with regulations or other guidance issued under Code §§ 415(c)(3) and 414(s) with respect to Leased Employees.

(d) Specific Exclusions and Inclusions. Plan Compensation does not include any amounts that are specifically excluded under the Adoption Agreement, even if such amounts would otherwise be included under subsections (a), (b) or (c). Further, regardless of the definition of Plan Compensation specified in the Adoption Agreement or the exclusions specified in the Adoption Agreement, for purposes of determining Employee 401(k) Contributions, the Plan Administrator may include or exclude items from Plan Compensation against which a pay reduction or withholding agreement applies, and may apply an election against Plan Compensation determined before or after reduction for with-

holding taxes and other pay withholding amounts (e.g., garnishments).

Notwithstanding anything in this subsection (d) or the Adoption Agreement to the contrary, for purposes of determining Employee Pre-Tax 401(k) Contributions, a pay reduction or withholding agreement may only apply against amounts that are (or could be) considered "compensation" under Code § 415(c)(3) and Treas. Reg. § 1.415(c)-2.

(e) Imputed Pay During Periods of Disability. If this option is available and is elected in the Adoption Agreement, Plan Compensation will be imputed to a Participant during periods of total disability (as defined in Code § 22(e)(3)) for the purposes of determining or allocating Employer Regular Profit Sharing Contributions or Employer Regular Pension Contributions. The rate at which Plan Compensation will be imputed is the rate of base pay of the Participant immediately prior to the total disability.

(f) 401(a)(17) Limit. Plan Compensation does not include any amounts in excess of $280,000 (as adjusted under Code § 401(a)(17)(B)) for Plan Years beginning after December 31, 2019; except that, this limit does not apply to Plan Compensation against which a pay reduction or withholding agreement applies for purposes of determining Employee 401(k) Contributions. The annual compensation limit that will apply with respect to a determination period is the annual compensation limit in effect for the calendar year in which such determination period begins. If a determination period consists of fewer than 12 months, the annual compensation limit that would otherwise apply will be multiplied by a fraction, the numerator of which is the number of months (full or partial) in the determination period and the denominator of which is 12.

Notwithstanding anything in this subsection (f) to the contrary, the Code § 401(a)(17) limit does apply to Plan Compensation against which a pay reduction or withholding agreement applies for purposes of determining Employee Pre-Tax 401(k) Contributions. In applying this limit for this purpose, the Plan will not determine the Participant's Plan Compensation on the basis of the earliest payments of Plan Compensation during a year, except to the extent the Plan Administrator directed in a uniform and nondiscriminatory manner.

(g) Military Differential Wages. If so specified in the Adoption Agreement, Plan Compensation includes military differential wage payments. Military "differential wage payment" means any payment deemed such under Code § 3401(h)(2) – generally any payment made by the Employer to an Employee with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) while on active duty for a period of more than 30 days and such payment represents all or a portion of the wages the Employee would have received from the Employer if the individual were performing services for the Employer. Such military differential payments will be treated under the Plan and the Code as provided in Code § 414(u)(12)(A)(iii). Notwithstanding any election of the Adoption Agreement to the contrary, military differential wage payments will only be considered Plan Compensation to the extent that all Employees of the Controlled Group Members performing services in the uniformed services for a period of more than 30 days are entitled to receive differential wage payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by a Controlled Group Member, such Employees are eligible for contributions based on the differential wage payments on reasonably equivalent terms, as provided in Code § 414(u)(12).

Notwithstanding anything in this subsection (g) to the contrary, differential wage payments will be considered "Plan Compensation" to the extent required for nondiscrimination testing purposes.

2.50 Plan Compensation for the Plan Year – means the Plan Compensation actually paid during, and the Earned Income for, the determination period; provided that, amounts paid prior to the Entry Date with respect to the Component will not be included in Plan Compensation for the Plan Year for such Component unless otherwise specified in the Adoption Agreement.

The "determination period" for this purpose is the Plan Year.

2.51 Plan Year – means the period specified as such in the Adoption Agreement.

2.52 Predecessor Employer – means any entity for which prior service is required to be recognized under Code § 414(a), or any other entity (including a sole proprietorship) from which an individual became an Employee in connection with an asset or stock acquisition by a Controlled Group Member, or otherwise.

2.53 Predecessor Employer Securities – means any stock that is issued by a Predecessor Employer, that met the requirements of Code § 409(l) and ERISA § 407(d)(5) with respect to the Predecessor Employer, including stock that has been transferred to the Plan from a qualified plan maintained by the Predecessor Employer (e.g., if a location was purchased and account balances of affected employees were spun-off from a plan of the Predecessor Employer and accepted into the Plan).

2.54 Qualifying Employer Securities – means any stock that is issued by any Controlled Group Member and that meets the requirements of Code § 409(l) and ERISA § 407(d)(5).

2.55 Required Beginning Date – means the April 1 of the calendar year following the calendar year in which falls the later of the following dates:

(a) The date the Participant attains age 70½; or

(b) The date of Termination of Service.

However, subsection (b) does not apply to any Participant who is a five-percent owner (as defined in Code § 416) with respect to the Plan Year ending in the calendar year in which he/she attains age 70½. Once required minimum distributions under Sec. 12.7 have begun to a five-percent owner, minimum distributions must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.

2.56 Self-Employed Individual – means a sole proprietor, partner or other individual who has Earned Income with respect to any Controlled Group Member; also, a sole proprietor, partner or other individual who would have had Earned Income but for the fact that the trade or business had no Net Profits for the taxable year.

2.57 Service – means eligibility service as determined according to subsection (a) as specified in the Adoption Agreement:

(a) Hour Count Method. An Employee will be credited with a year of Service for each computation period in

which he/she completes the number of Hours of Service (not exceeding 1,000) specified in the Adoption Agreement.

(1) For purposes of determining eligibility to participate, the first eligibility computation period is the twelve-consecutive-month period starting on the Employee's Service Commencement Date. Subsequent eligibility computation periods are each twelve-consecutive-month period specified as such in the Adoption Agreement starting after the Employee's Service Commencement Date. The service credit will occur on either the last day of each computation period.

In the event of any eligibility computation period of less than twelve consecutive months that results from an amendment to change the eligibility computation period, the number of Hours of Service that an Employee must complete for that computation period to count as a year of Service will not be greater than 1,000 multiplied by a fraction, the numerator of which is the number of months (full or partial) in that computation period and the denominator of which is 12.

(2) For purposes of determining vesting, the vesting computation periods are each twelve-consecutive-month period specified as such in the Adoption Agreement. If the Plan Year is amended, the vesting computation periods before the amendment will be each twelve-consecutive-month period that ends on the last day of the pre-amendment Plan Year, the twelve-consecutive month period that ends on the last day of the short Plan Year resulting from the amendment will be a special vesting computation period, and the vesting computation periods after the amendment will be each twelve-consecutive-month period that ends on the last day of the post-amendment Plan Year.

(b) Elapsed Time Method. The elapsed time method is not available under the Plan.

(c) Service with Predecessor Employer. Employment with a Predecessor Employer that maintained the Plan (or a predecessor plan) will be treated as Service to the extent so required by Code 414(a). Employment with a Predecessor Employer that did not maintain the Plan (or a predecessor plan) will be treated as Service as prescribed by the Plan Administrator (provided that all affected Employees will be treated uniformly and the use of employment with the Predecessor Employer may not discriminate in favor of Highly Compensated Employees). If actual hours with the Predecessor Employer are not available for an Employee, the equivalency method specified in the Adoption Agreement will be used, or if an equivalency is not specified in the Adoption Agreement, the Employee will be credited with 45 Hours of Service for each week in which he/she was paid for at least one hour of service with the Predecessor Employer. The service will be calculated from the most recent date of hire with the Predecessor Employer, or from such other date as may be specified by the Plan Administrator.

(d) Military Service. Service credit with respect to qualified military service will be provided in accordance with Code § 414(u).

(f) Transition from Elapsed Time to Hour Count Method. If the method of determining Service is changed from an elapsed time method to an hour count method by an amendment to the Plan, Service as of the last day of the computation period of the transfer or amendment will be the sum of:

(1) The Service credited to the Employee under the elapsed time method as of the date of the transfer or amendment (disregarding any fractional year of Service); plus

(2) The Service credited to the Employee under the hour count method for the computation period of the transfer or amendment. For this purpose, Hours of Service for the period from the first day of the computation period through the date of the transfer or amendment will be determined using the equivalency method specified in the Adoption Agreement (even if such equivalency method does not otherwise apply to such Employee), or if an equivalency is not specified in the Adoption Agreement, using an equivalency of 190 Hours of Service for each month in which he/she has one Hour of Service.

An amendment to change from the elapsed time method to the hour count method of determining Service for purposes of vesting will be subject to Sec. 10.2(k). The date of an amendment for this purpose is the later of the effective date or adoption date of the amendment.

2.58 Service Commencement Date – means the date on which an individual is first credited with an Hour of Service as an Employee or, if earlier, the date on which an Hour of Service is first recognized under Code § 414(n) for service prior to becoming a Leased Employee, or first required to be recognized under Code § 414(o).

If Sec. 3.3 provides that an individual is treated as a new hire following a Break in Service, his/her new Service Commencement Date is the date on which he/she is first credited with an Hour of Service after the Break in Service.

2.59 Spouse – means the legal spouse of the Participant. For all purposes under the Plan, a Spouse is limited to one person to whom the Participant is legally married. However, a former spouse will be treated as the Spouse to the extent provided under a qualified domestic relations order (as defined in Code § 414(p)).

2.60 Surviving Spouse – means a Spouse who survives after the death of the Participant.

2.61 Taxable Wage Base – means the maximum amount of earnings which may be considered wages under Code § 3121(a)(1) in effect on the first day of the Plan Year (or other determination period under Sec. 2.50).

2.62 Termination of Service – means the following:

(a) Common-Law Employees. In the case of a common-law employee, resignation, discharge, retirement, death, failure to return to work at the end of an authorized leave of absence, or the happening of any other event or circumstance that results in the severance of the common-law employer-employee relationship between that individual and his/her employer (as determined under the employment policies and practices of his/her employer), subject to the following:

(1) Continued Service Within the Controlled Group. A Termination of Service will not occur with respect to an individual even though there has been a severance of the common-law employee relationship

between that individual and his/her employer if he/she remains an Employee (e.g., if he/she leaves employment with one Controlled Group Member and becomes a common-law employee of another Controlled Group Member, or if the individual's status as an Employee continues under Sec. 2.18).

(2) Termination in Connection with a Sale of Assets. A Termination of Service will not occur with respect to an individual for purposes of determining whether he/she is entitled to a distribution of his/her Benefit from the Plan following Termination of Service (but will for all other purposes of the Plan) even though there has been a severance of the common-law employee relationship between that individual and his/her employer if (i) the severance of the common-law employee relationship occurs in connection with a sale of business assets of the employer to a third-party purchaser other than the Lead Employer or a Controlled Group Member; and (ii) the individual's Contribution Accounts are transferred to a plan maintained or created by the third-party purchaser of such assets or an affiliate of such purchaser (including, for example a spin-off plan, or a transfer to a new or existing plan).

(3) Termination in Connection with a Sale of a Subsidiary. A Termination of Service will occur with respect to an individual even though there has been no severance of the common-law employee relationship between that individual and his/her employer if (i) the employer ceases to be a Controlled Group Member (by reason of a sale or transfer of stock, or similar transaction); (ii) the Lead Employer or a Controlled Group Member (other than the employer) continues to maintain the Plan after the employer ceases to be a Controlled Group Member; and (iii) the individual's Contribution Accounts are not transferred to a plan maintained or created by the employer or an affiliate of the employer after it ceases to be a Controlled Group Member (including, for example, a "spin-off" plan or a transfer to a new or existing defined contribution plan).

(b) Other Employees. In the case of a Self-Employed Individual, Leased Employee or individual required to be treated as an employee under Code § 414(o), the end of such status with respect to all Controlled Group Members, provided that the individual's status as an Employee does not otherwise continue under Sec. 2.18.

If the Plan Administrator determines that the above definition does not satisfy the "severance from employment" standard of Code § 401(k)(2)(B), and the Plan is a profit sharing plan that includes (or previously included) an Employee 401(k) Contributions Component, then a Termination of Service will not occur for purposes of determining whether a Participant is entitled to a distribution of his/her Benefit from the Plan following Termination of Service (but will for all other purposes) until the Plan Administrator has determined that the applicable standard has been satisfied under Code § 401(k)(2)(B).

2.63 Trust Agreement – means the provisions of this document governing the relationship with Putnam Fiduciary Trust Company, LLC (including, but not limited to, Article XX), or any separate trust agreement that creates a trust with another Trustee to be used as a funding vehicle for the Plan. In the event of any conflict between the terms of this Plan and any conflicting provision contained in any associated Trust Agreement, the terms of this Plan will govern.

2.64 Trust Fund – means a fund created pursuant a Trust Agreement.

2.65 Trustee – means a trustee specified as such in the Adoption Agreement either as a:

(a) Discretionary Trustee – that is, a trustee that has discretion with respect to the management or investment of Plan Assets.

(b) Directed Trustee – that is, a trustee that is directed as to the management and investment of Plan Assets by a Named Fiduciary or Investment Manager.

2.66 Valuation Date – means the last day of the Plan Year and each other date on which any Plan Asset (including any Mutual Fund, Pooled Investment Fund, Employer Stock Fund or Segregated Investment Portfolio) is valued for purposes of the Plan. Valuation Dates will be established on a nondiscriminatory basis.

ARTICLE III – PLAN PARTICIPATION

3.1 Start of Participation.

(a) Age and Service Requirements and Entry Dates. An Employee will be eligible to become an Active Participant in a Component if:

(1) The Employee is in Covered Employment with respect to such Component;

(2) The Employee has completed the Service specified in the Adoption Agreement for such Component; and

(3) The Employee has attained the age specified in the Adoption Agreement for the Plan or for such Component.

An Employee will actually become an Active Participant in a Component on the Entry Date specified in the Adoption Agreement once he/she has satisfied the age and service requirements for the Component, provided that he/she is in Covered Employment on such Entry Date (if the Entry Date is retroactive to a date prior to the date on which he/she satisfies the age and service requirements for the Component, further provided that he/she is in Covered Employment on the date he/she satisfies the age and service requirements for the Component).

(b) Change in Employment Status. If an Employee who is not in Covered Employment enters Covered Employment with respect to a Component (by reason of a change in employment classification, an amendment to the definition of Covered Employment, or otherwise), he/she will become an Active Participant in such Component on the date he/she enters Covered Employment provided he/she satisfies the age and/or service requirements for such Component on the immediately preceding Entry Date. If the Employee does not satisfy the age and/or service requirements for such Component on the immediately preceding Entry Date, he/she will become an Active Participant in accordance with subsection (a).

(c) Reemployment. If an Employee has a Termination of Service and subsequently is reemployed in Covered Employment with respect to a Component:

(1) If he/she was an Active Participant in such Component prior to the earlier Termination of Service, he/she will again become an Active Participant in such Component on the date he/she is reemployed in Covered Employment, provided he/she satisfies the age and service requirements on such date after taking into account the Break in Service rules under Sec. 3.3.

(2) If he/she was not an Active Participant in such Component prior to the earlier Termination of Service, he/she will become an Active Participant in such Component on the date he/she is reemployed in Covered Employment, provided he/she satisfies the age and service requirements both on such date and on the immediately preceding Entry Date after taking into account the Break in Service rules under Sec. 3.3.

(3) If he/she does not become an Active Participant on the date he/she is reemployed in Covered Employment under paragraph (1) or (2), he/she will become an Active Participant in accordance with subsection (a).

For purposes of determining whether an Employee satisfies the service requirement on and after reemployment, his/her Service, and his/her Service Commencement Date, will be determined after taking into account the Break in Service rules under Sec. 3.3.

(d) New Participating Employers/Transfer from Predecessor Employer. The Lead Employer may establish a special Entry Date for purposes of determining participation in one or more Components by Employees who are employed with a Controlled Group Member when it becomes a Participating Employer, or by those individuals who become Employees of a Participating Employer from a Predecessor Employer.

(e) Amendment or Restatement. If the Plan is amended and the age and/or service requirements are changed, an Active Participant in a Component immediately prior to the date of the amendment will be deemed to have satisfied the age and service requirements in effect after the amendment for such Component – that is, a change in the age and/or service requirements will not result in loss of status as an Active Participant.

If the Plan is amended and the Entry Date is changed (including any change in the Entry Date resulting from a change in the Plan Year), an Active Participant in a Component immediately prior to the date of the amendment will be deemed to have reached the Entry Date for such Component – that is, a change in the Entry Date will not result in loss of status as an Active Participant. Further, if a change in the Entry Date would otherwise result in the delay of the initial entry of any Employee to a date beyond the latest entry permitted under Code § 410(a)(1), the change in the Entry Date will not apply to such Employee.

The date of an amendment for this purpose is the later of the effective date or adoption date of the amendment.

(f) Special Entry Dates for New or Amended Plans.

If the first Plan Year is a short Plan Year, then the Original Effective Date will be an Entry Date with respect to each Component.

3.2 Duration of Participation. An Active Participant in a Component will continue as such for so long as he/she remains in Covered Employment with respect to such Component. When a Participant ceases to be an Active Participant in all Components, he/she will become an Inactive Participant, and will continue as such until he/she dies, receives full payment of his/her Benefit or again becomes an Active Participant in any Component.

3.3 Break in Service Rules for Participation. An Employee who incurs a Break in Service before he/she has completed the Service required to become an Active Participant in any Component will be treated as a new hire (with a new Service Commencement Date) on the date he/she again performs an Hour of Service after the Break in Service. In such case, Service prior to the Break in Service will be disregarded for purposes of determining eligibility to participate in such Component.

3.4 Special Rules for Certain Components. An Employee will become an Active Participant in an Employer Qualified Matching Contribution and/or Qualified Profit Sharing Contribution Component on the date he/she becomes an Active Participant in either the Employee 401(k) Contribution Component or Employer Regular Matching Contribution Component.

3.5 Election Not to Participate. If, prior to the Plan's restatement during the EGTRRA cycle, the Plan previously provided that a Participant could make an irrevocable election not to participate in the Plan, any such prior election by an Employee not to participate in the Plan will continue in effect in accordance with its terms following the Amendment Effective Date provided in the Adoption Agreement. No new elections not to participate may be made after the Amendment Effective Date for the EGTRRA restatement.

3.6 Participation Errors. Errors may occur whereby an Employee is erroneously allowed to participate in a Component or is erroneously excluded from participation in a Component.

If an Employee is erroneously allowed to participate in a Component or is erroneously excluded from participation in a Component, the Lead Employer must correct for such error using any of the correction methods authorized or provided for under the Employee Plans Compliance Resolution System (EPCRS) for which the Plan is eligible. EPCRS is currently described in IRS Rev. Proc. 2016-51. Compliance with the EPCRS will satisfy all rights of the affected Employee under the Plan.

ARTICLE IV – EMPLOYEE CONTRIBUTIONS

SEC. 4.1 APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

4.1 401(k) Contributions. If so specified in the Adoption Agreement, Employee 401(k) Contributions will be allowed as follows:

(a) Pay Reduction Contributions. An Active Participant in the Employee 401(k) Contributions Component may elect to have his/her Plan Compensation reduced by such amount as he/she may designate, subject to such minimum and maximum as may be specified in the Adoption Agreement, with such amount to be contributed to the Plan as an Employee 401(k) Contribution.

An election hereunder is subject to the following:

(1) An election (or amendment of an election) may only be made pursuant to a pay reduction agreement between the Participating Employer and the Participant.

(2) An election (or amendment of an election) may not be made retroactively; it will apply only to Plan Compensation which becomes payable after the election (or amendment) is made by the Participant.

(3) An election may be effective as soon as administratively practicable after the date on which an Employee becomes or again becomes an Active Participant in the Employee 401(k) Contributions Component or as soon as administratively practicable after any subsequent date specified in the Adoption Agreement. An election must be made by such deadline in advance of the effective date as will be prescribed by the Plan Administrator. Regardless of the elections in the Adoption Agreement, the Plan Administrator in its sole discretion in a nondiscriminatory manner may designate a period following the date on which an Employee becomes or again becomes an Active Participant in the Employee 401(k) Contributions Component during which the Participant may make an election to be effective as soon as administratively practicable following the date on which it is made.

(4) An election will remain in effect until the Participant files a subsequent election modifying or discontinuing his/her pay reductions, subject to the exception for withdrawals for Hardship under Sec. 11.2(c). An election may be amended to increase or decrease the pay reduction rate or to discontinue pay reductions effective as soon as administratively practicable after any date specified in the Adoption Agreement.

In the event of a withdrawal for Hardship under Sec. 11.2(c), the rules set forth in that section will apply to determine the timing of election reinstatements.

(5) With respect to a Self-Employed Individual, an election may be applied to a distribution of Earned Income, or to a draw against Earned Income, or to any other amount or in any other manner that the Plan Administrator deems to be appropriate and consistent with the Code.

(6) With respect to a Leased Employee, an election may be applied against any payment made by a Participating Employer to the leasing organization, or to any other amount or in any other manner that the Plan Administrator deems to be appropriate and consistent with the Code.

Any minimums or maximums imposed on pay reductions will generally be applied to Plan Compensation payable for each payroll period within the Plan Year. However, if this option is available and is elected in the Adoption Agreement, and subject to the limits specified therein, an Active Participant will be permitted to amend an election, to be effective as soon as administratively practicable after the election is made, to increase the pay reduction rate above the maximum otherwise imposed for a payroll period to account for pay reductions at less than the maximum for prior payroll periods during the Plan Year. In such case, pay reductions for the Plan Year will not exceed the maximum otherwise specified in the Adoption Agreement when applied to Plan Compensation for the Plan Year.

(b) "Roth" Designation. A "Roth" designation is not available under the Plan for Employee 401(k) Contributions. All Employee 401(k) Contributions are "Employee Pre-Tax 401(k) Contributions" - contributions that are treated as pre-tax for federal income tax purposes – that is, the employer will not include such contributions in the gross income of the Participant for federal income tax purposes. "Roth 401(k) Contributions" are contributions that are treated as after-tax for federal income tax purposes, in accordance with Code § 402A, and are not available under the Plan.

(c) Automatic Enrollment. If this option is available and is elected in the Adoption Agreement, a Participant will be deemed to have made an election under subsection (a) upon his/her initial entry into the Employee 401(k) Contributions Component, provided that the Plan Administrator provides information to the Participant that explains the automatic enrollment and his/her right to have a different rate of pay reduction (including no pay reduction), different tax designation (if applicable), as well as an explanation of the procedure for exercising that right and the timing for implementation of any such election, and further provided that the Participant is given a reasonable period thereafter to elect to have a different rate of pay reduction (including no pay reduction) or different tax designation (if applicable).

(d) Employee Catch-Up Contributions. If this option is available and is elected in the Adoption Agreement, an Active Participant who is otherwise eligible to make Employee 401(k) Contributions and who has attained age 50 or who will attain age 50 on or before the last day of the Participant's taxable year will be allowed to make additional Employee 401(k) Contributions as Employee Catch-Up Contributions.

"Employee Catch-Up Contributions" are Employee 401(k) Contributions in excess of any of the following otherwise applicable limits under the Plan:

(1) Any percentage or dollar limit imposed on Employee 401(k) Contributions in, or in accordance with, the Adoption Agreement, provided such limit is less than 75% of Plan Compensation for a payroll period or for the Plan Year;

(2) The limit imposed on Employee 401(k) Contributions under Code § 402(g);

(3) The limit imposed on Employee 401(k) Contributions resulting from application of the Annual

Addition limit of Code § 415 as implemented under Section 18.1 or 18.2; or

(4) The limit imposed on Employee 401(k) Contributions resulting from application of the Actual Deferral Percentage Test of Code § 401(k) as implemented under Section 19.2.

An election to receive Employee Catch-Up Contributions must be made in accordance with such rules and procedures as will be adopted for this purpose by the Plan Administrator. With respect to the Employee Catch-Up Contributions attributable to the limit described in paragraph (2), the Plan Administrator may specify that Employee Catch-Up Contributions will be allowed only after such limit has been reached, or may specify that Employee Catch-Up Contributions will be allowed without regard to whether such limit has been reached. In the latter case, Employee Catch-Up Contributions will be recharacterized as Employee 401(k) Contributions at the end of the calendar year as necessary based upon whether the Employee 401(k) Contributions in fact exceed the limit described in paragraph (2). The Plan Administrator further may require a separate election to receive Employee Catch-Up Contributions when an annual limit specified in paragraph (2) has been reached, or may specify that the Participant's pay reduction agreement for Employee 401(k) Contributions will continue to apply automatically after the annual limit specified in paragraph (2) has been reached with subsequent contributions being made as Employee Catch-Up Contributions. With respect to the Employee Catch-Up Contributions attributable to the limit described in paragraph (1), Employee Catch-Up Contributions will be allowed each payroll period for any catch-up eligible participant who is deferring at the limit described in paragraph (1) for such payroll period. Employee Catch-Up Contributions will be recharacterized as Employee 401(k) Contributions at the end of the calendar year as necessary based upon whether the Employee 401(k) Contributions in fact exceed the limit described in paragraph (1).

Employee Catch-Up Contributions will not be taken into account in applying any of the limits described in paragraph (1), (2), (3) or (4) under the Plan, and will not be counted toward the minimum contribution required under Sec. 17.1 if the Plan is Top-Heavy (but will counted in determining whether the Plan is Top-Heavy). If application of the limits described in paragraphs (1), (2), (3) or (4) would otherwise require that Employee 401(k) Contributions be returned to a Participant, the Plan Administrator may allow an eligible Participant to elect to have such amounts recharacterized as Employee Catch-Up Contributions, or may specify that such amounts will be recharacterized automatically as Employee Catch-Up Contributions, subject to the dollar limit of Code § 414(v)(2)(B)(i).

A Participant's Employee Catch-Up Contributions for any taxable year may not exceed the dollar limit on such contributions imposed under Code § 414(v)(2)(B)(i) for such year. Further, if any limit is imposed on Employee 401(k) Contributions in, or in accordance with, the Adoption Agreement, and such limit is less than 75% of Plan Compensation for either a payroll period or Plan Year, such limit will not apply to Employee Catch-Up Contributions; however, Employee Catch-Up Contributions resulting because such limit has been exceeded, in combination with all other Employee 401(k) Contributions, may not exceed 75% of Plan Compensation for the payroll period or Plan Year. The dollar limit on Catch-Up Contributions under Code § 414(v)(2)(B)(i) is $5,500 for taxable years beginning in 2012 and later years. After 2012, the $5,500 limit is adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 414(v)(2)(C). Any such adjustments will be in multiples of $500.

(e) Cash or Deferred Contributions. If this option is elected in the Adoption Agreement, an Active Participant in the Employee 401(k) Contributions Component may elect to have all or a portion of a designated payment either paid to him/her in cash or contributed as an Employee 401(k) Contribution, subject to such maximum as may be specified in the Adoption Agreement.

A "designated payment" for this purpose is any cash amount which is specified in the Adoption Agreement as being subject to this cash or deferred option.

An election hereunder is subject to the following rules:

(1) An election may only be made pursuant to a cash or deferred agreement between the Participating Employer and the Participant. The election must be made by such deadline in advance of the payment date for the designated payment as will be prescribed by the Plan Administrator, and will be irrevocable after such filing deadline. If the designated payments are recurring, the Plan Administrator may prescribe that an election will continue to apply to all future designated payments until modified or revoked by the Participant.

(2) A pay reduction agreement under subsection (a), will not apply to a designated payment which is subject to a cash or deferred option (whether or not the Participant elects to defer any portion of the designated payment into the Plan).

(f) Discontinuance Upon Hardship or Loss of Active Participant Status. For Plan Years beginning before January 1, 2019, Employee 401(k) Contributions being made on behalf of a Participant will cease (and his/her pay reduction agreement or cash or deferred agreement will be deemed to have been revoked) on or as soon as administratively practicable after a withdrawal for Hardship under Sec. 11.2(c) or the loss of status as an Active Participant in the Employee 401(k) Contributions Component.

(g) Tax Law Limit. The Employee 401(k) Contributions made on behalf of a Participant for any taxable year of the Participant, together with his/her Elective Deferrals under all other plans maintained by any Controlled Group Member, may not exceed the limit in effect at the beginning of such taxable year under Code § 402(g), and the Plan Administrator will cause the Employee 401(k) Contributions to cease at the point that limit is reached during such taxable year, except as provided in paragraph (d) with respect to Employee Catch-Up Contributions.

(h) Integration Not Permitted. Employee 401(k) Contributions may not be integrated with Social Security.

(i) Special Effective Date. A Special Effective Date will apply to the Employee 401(k) Contributions Component if the Adoption Agreement that adds the Employee 401(k) Contributions Component is adopted after the Original Effective Date or Amendment Effective Date of such Adoption Agreement. Such Special Effective Date will be the later of:

(1) The date on which the Adoption Agreement is executed by the Lead Employer; or

(2) The Special Effective Date (if any) specified for this purpose in the Adoption Agreement.

An election under subsection (a) or (d), and any limits applicable to such an election, will apply solely to Plan Compensation or designated payments payable after such Special Effective Date.

Regardless of the elections made in the Adoption Agreement, the Plan Administrator in its sole discretion in a nondiscriminatory manner may limit the amount of Employee 401(k) Contributions that any Active Participant may make during a Plan Year if the Plan Administrator determines that the making of Employee 401(k) Contributions has reduced (or may possibly reduce) the amount of other types of contributions that can be allocated to the Participant for such Plan Year as a result of the limits imposed under Code § 415, or as a result of the Actual Deferral Percentage Test under Code § 401(k), or that such contributions themselves would exceed such limits.

A Participant will at all times have a fully vested and nonforfeitable interest in his/her Employee 401(k) Contribution Account(s).

4.2 After-Tax Contributions. Employee After-Tax Contributions will not be allowed under the Plan.

4.3 Deductible Contributions. Employee Deductible Contributions may not be made after April 15, 1986. A Participant will at all times have a fully vested and nonforfeitable interest in his/her Employee Deductible Contribution Account.

4.4 Forfeiture Restoration Contributions. If repayment of a prior distribution is required under the Plan as a condition to the reinstatement of the nonvested portion of a Contribution Account that became a Forfeiture upon or after a prior Termination of Service, then a Participant will be allowed to make such Employee Forfeiture Restoration Contribution upon his/her subsequent return to employment in accordance with Sec. 10.2(h). Any such repayment made from a "conduit" individual retirement account that reflects the amount of the prior distribution will be on a "pre-tax" basis, will be credited to the reinstated Contribution Account and will be allowed regardless of whether the Plan otherwise allows Employee Rollover Contributions. Otherwise, any such repayment will be on an "after-tax" basis, will be credited to an Employee Forfeiture Restoration Contribution Account, and will be allowed even though the Plan does not allow after-tax contributions.

A Participant will at all times have a fully vested and nonforfeitable interest in his/her Employee Forfeiture Restoration Contribution Account.

4.5 Rollover Contributions. An Employee who is in Covered Employment (but regardless of whether he/she is an Active Participant) will be permitted to make Employee Rollover Contributions . An Employee Rollover Contribution will be allowed only in cash. An Employee Rollover Contribution must be made in such manner and in accordance with such rules as will be prescribed for this purpose by the Plan Administrator (including by means of check or electronic funds transfer under circumstances authorized by the Plan Administrator). An Employee will not become an Active Participant in any Component merely as a result of an Employee Rollover Contribution.

An "Employee Rollover Contribution" means a rollover contribution or rollover amount from another qualified plan or individual retirement account described in Code § 401(a)(31), 402(c), 403(a)(4) or 408(d)(3) or from any of the other sources specified in the Adoption Agreement.

4.6 Controlled Group Transfers. An Active Participant will be permitted to make a Controlled Group Transfer if such transfers are permitted on a uniform and nondiscriminatory basis by the Lead Employer. Further, the Lead Employer in its sole discretion may direct a Controlled Group Transfer on behalf of any Employee who is in Covered Employment with respect to any Component. Controlled Group Transfers will be allowed only in such form, in such manner and in accordance with such rules as will be prescribed for this purpose by the Plan Administrator. An Employee will not become an Active Participant in any Component merely as a result of a Controlled Group Transfer.

A "Controlled Group Transfer" means a transfer of account balances and assets from another qualified plan maintained by a Controlled Group Member to the Plan, that is not an Employee Rollover Contribution.

4.7 Special Declared Disaster Repayment Contributions. To the extent that any declared disaster zones are determined, by appropriate federal action, to be eligible for benefits under Code § 1400Q(a) and to the extent directed by the Plan Administrator, the withdrawal provisions of the Plan are amended (or withdrawal rights are added) to allow for such qualified disaster distributions consistent with Code § 1400Q, as so modified, then an Employee who receives a qualified disaster distribution will be permitted to make a "repayment contribution" to the Plan. To the extent that any other federal laws, including but not limited to the Tax Cuts and Jobs Act of 2017 and the Bipartisan Budget Act of 2018, provide for additional disaster distributions, and to the extent directed by the Plan Administrator, the withdrawal provisions of the Plan are thus amended (or withdrawal rights are added) to allow for such qualified disaster distributions consistent with the applicable federal law, then an Employee who receives a qualified disaster distribution will be permitted to make a "repayment contribution" to the Plan, as provided by applicable federal law. Any such disaster repayment continuation will be made to the Rollover Account.

4.8 Special Declared Disaster Principal Residence Repayment Contributions. To the extent that any declared disaster zones declared in the future are determined, by appropriate federal action, to be eligible for benefits under Code § 1400Q(b), as so modified, then an Employee who receives a hardship distribution to purchase or construct a principal residence in the applicable disaster area, which principal residence was not purchased or constructed on account of the applicable disaster, will be permitted to make a "principal residence repayment contribution" to the Plan. Any such principal residence repayment contribution will be made to the Rollover Account.

ARTICLE V – EMPLOYER MATCHING CONTRIBUTIONS

ARTICLE V APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

5.1 Safe-Harbor Matching Contributions. Employer Safe-Harbor Matching Contributions under Code § 401(k)(12) and (13) and (m)(11) and (12) will not be allowed under this pre-approved defined contribution plan.

5.2 Regular Matching Contributions. If so specified in the Adoption Agreement, Employer Regular Matching Contributions will be made as follows:

(a) Variable Contribution Formula. If a variable contribution formula is specified in the Adoption Agreement (that is, if Employer Regular Matching Contributions are to be determined on a discretionary basis), any Employer Regular Matching Contribution made to the Plan for a Matching Contribution Period will be allocated among the Active Participants in the Employer Regular Matching Contribution Component who have satisfied the requirements specified in the Adoption Agreement.

The Employer Regular Matching Contribution will be allocated in the following manner:

(1) If the Employer Regular Matching Contribution is a discretionary amount determined by written action taken prior to the start of the Plan Year, the Employer Regular Matching Contribution for such Plan Year will be allocated in such manner as is prescribed by the Lead Employer in the action authorizing the contribution. The Lead Employer will determine in its sole discretion whether an Employer Regular Matching Contribution will be made for each Plan Year and, if made, the action authorizing the contribution will specify:

(A) The manner in which the Employer Regular Matching Contribution is to be calculated from among the options allowed for fixed contributions under the Adoption Agreement.

(B) The limits that apply on the amount of the Employer Regular Matching Contributions that will be made on behalf of each Participant.

(C) The Matching Contribution Period.

(D) The length of the commitment period to continue such contributions under the terms specified (and in the absence of a specific duration, the commitment period will extend for the Plan Year, but not beyond).

The Lead Employer may discontinue or modify its obligation by written action taken during the Plan Year; provided that, the discontinuance or modification may apply prospectively only, and may not apply to shorten the commitment period specified in a prior written action or otherwise applicable under subparagraph (D).

(2) If the Employer Regular Matching Contribution is a discretionary amount determined after the start of the Plan Year, or by means other than written action, the Matching Contribution Period will be the Plan Year and the Employer Regular Matching Contribution for such Plan Year will be allocated among the eligible Participants in the manner specified in the Adoption Agreement. The Lead Employer will determine in its sole discretion whether an Employer Regular Matching Contribution will be made for each Plan Year and, if so, the amount to be contributed for such Plan Year for allocation as an Employer Regular Matching Contribution. Match Eligible Contributions made by a Participant in excess of the maximum specified in the Adoption Agreement, and Match Eligible Contributions described in subsection (e) will be disregarded for purposes of allocating discretionary Employer Regular Matching Contributions.

(b) Fixed Contribution Formula. If a fixed contribution formula is specified in the Adoption Agreement, an Employer Regular Matching Contribution will be made on behalf of each Active Participant in the Employer Regular Matching Contribution Component who has satisfied the requirements specified in the Adoption Agreement.

The amount of the Employer Regular Matching Contribution will be determined according to the schedule specified in the Adoption Agreement.

If Employer Regular Matching Contributions under a fixed contribution formula are made prior to all events having occurred which entitle the Participants to such contribution, such contribution will be held in a Pending Allocation Account until all events have occurred that entitle the Participants to such contribution. If the Pending Allocation Account has an investment loss, additional Employer Regular Matching Contributions will be made as necessary to ensure that no eligible Participant receives less than the amount called for under the fixed contribution formula. If the Pending Allocation Account has an investment gain, the Plan Administrator may direct that either:

(1) Such gain will be allocated among the Contribution Accounts of all Participants in proportion to the balance of each Contribution Account as of the last Valuation Date in the Plan Year; or

(2) Such gain will be credited against and treated as part of the fixed contributions that remain due under the Plan for the Plan Year.

(c) Matching Contribution Periods other than Plan Year and True-Up Contributions. If the Matching Contribution Period is shorter than a Plan Year and if so specified in the Adoption Agreement or written action taken consistent with (a)(1), Employer Regular Matching Contributions will be recalculated by reference to the Match Eligible Contributions and Plan Compensation for the Plan Year and additional Employer Regular Matching Contributions will be made on this basis with respect to eligible Participants specified in the Adoption Agreement. Such additional "True-Up Contributions" may be made on a payroll period, monthly, quarterly, semi-annual or annual basis as deemed appropriate by the Lead Employer.

(d) Minimum/Maximum Contributions. If this option is available and is elected in the Adoption Agreement, Employer Regular Matching Contributions for each Participant for each Plan Year will not be less than the minimum amount (if any) or more than the maximum amount (if any) specified in the Adoption Agreement.

(e) Disregard of Certain Employee 401(k) Contributions. Employer Regular Matching Contributions will not be made or allocated based on:

(1) Employee 401(k) Contributions refunded as Excess Deferrals to comply with Code § 402(g);

(2) Employee 401(k) Contributions refunded or recharacterized to comply with the Actual Deferral Percentage Test of Code § 401(k); or

(3) Employee 401(k) Contributions refunded to comply with the Annual Addition limit of Code § 415.

For purposes of determining the Employer Regular Matching Contribution, the Employee 401(k) Contributions refunded will be deemed to consist first of those contributions for the Plan Year that were not Match Eligible Contributions. Thereafter, the ordering in which any contributions are refunded will be determined at the direction of the Plan Administrator either on a "last-in, first-out" basis, on a "first-in, first-out" basis, on an averaging basis or on any other basis that is deemed appropriate by the Plan Administrator.

Employer Regular Matching Contributions that are made before the amount of the above refund is determined will be treated as a Forfeiture in the Plan Year in which the refund is made and will be applied in the same manner as Forfeitures that occur with respect to Employer Regular Matching Contribution Accounts. However, if Employer Regular Matching Contribution Accounts are fully vested at all times and Forfeitures therefore do not otherwise occur with respect to such Accounts, then any Forfeiture hereunder will be applied in the manner directed by the Plan Administrator. In the absence of direction from the Plan Administrator, such amounts will first be applied to pay administrative expenses of the Plan to the extent not paid by the Participating Employers, with the remaining amount (if any) to be applied in the first manner of the following that applies: applied in the same manner as Forfeitures that occur with respect to Employer Regular Profit Sharing Contribution Accounts in the Plan Year of the Forfeiture; applied as a credit against any fixed Employer Contribution made after the Forfeiture; allocated as part of (or in the same manner as) any variable Employer Contribution for the Plan Year of the Forfeiture (first as a variable Employer Regular Matching Contribution, then as a variable Employer Regular Profit Sharing Contribution).

(f) Status as Employer Qualified Matching Contributions. The Plan Administrator may direct that Employer Regular Matching Contributions be treated as Employer Qualified Matching Contributions for purposes of applying the Actual Deferral Percentage Test of Code § 401(k) for a Plan Year, but only if Employer Regular Matching Contribution Accounts are fully vested and nonforfeitable at all times, distributions are not available from such Contribution Accounts prior to attainment of age 59½, Termination of Service, Hardship, or such other circumstances as may be permitted under Code § 401(k), and such Employer Regular Matching Contributions are not used as ACP Amounts.

(g) Treatment of Forfeitures. A Pending Allocation Account that reflects Forfeitures (if any) from Employer Regular Matching Contribution Accounts (including "frozen" accounts) may be used to restore prior Forfeitures of reemployed Participants pursuant to Sec. 10.2(h) at such time as proper direction to do so is given by the Plan Administrator. Any amount not so used will be used in the manner specified in the Adoption Agreement or, if a use is not specified in the Adoption Agreement, will be used to pay administrative expenses of the Plan to the extent not paid by the Participating Employers, at such time as proper direction to do so is given by the Plan Administrator.

5.3 Qualified Matching Contributions. If so specified in the Adoption Agreement, Employer Qualified Matching Contributions may be made to the Plan to be allocated among the eligible Participants specified in the Adoption Agreement in accordance with the method specified in the Adoption Agreement. However, Employer Qualified Matching Contributions will not be made with respect to refunded contributions described in Sec. 5.2(e) (and the provisions of Sec. 5.2(e) will apply to Employer Qualified Matching Contributions in the same manner as such provisions apply or would apply to Employer Regular Matching Contributions).

The Lead Employer will designate at the time of allocation whether an Employer Qualified Matching Contribution is for the current Plan Year or prior Plan Year. However, an Employer Qualified Matching Contribution made for a Plan Year must be actually paid into the Trust Fund within twelve months following the close of the applicable Plan Year.

A Participant will at all times have a fully vested and nonforfeitable interest in his/her Employer Qualified Matching Contribution Account.

Employer Qualified Matching Contribution Accounts are subject to the same distribution restrictions (other than hardship) that apply to Employee 401(k) Contribution Accounts.

ARTICLE VI – EMPLOYER PROFIT SHARING CONTRIBUTIONS

ARTICLE VI APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

6.1 Safe-Harbor Profit Sharing Contributions. Employer Safe-Harbor Profit Sharing Contributions under Code § 401(k)(12) and (13) and (m)(11) and (12) will not be allowed under this pre-approved defined contribution plan.

6.2 Regular Profit Sharing Contributions. If so specified in the Adoption Agreement, Employer Regular Profit Sharing Contributions will be made as follows:

(a) Variable Contribution Formula. If a variable contribution formula is specified in the Adoption Agreement (that is, if Employer Regular Profit Sharing Contributions are determined on a discretionary basis), any Employer Regular Profit Sharing Contribution made for a Plan Year will be allocated among the Active Participants in the Employer Regular Profit Sharing Contribution Component at any time during the Plan Year who have satisfied the requirements specified in the Adoption Agreement. If it is specified in the Adoption Agreement that a given number of Hours of Service must be completed in order to receive an Employer Regular Profit Sharing Contribution for a Plan Year, then in the event of a short Plan Year, the number of Hours of Service required for that Plan Year will be adjusted to equal the number specified in the Adoption Agreement multiplied by a fraction, the numerator of which is the number of months (full or partial) in the short Plan Year and the denominator of which is 12.

The Employer Regular Profit Sharing Contribution will be allocated in the following manner:

(1) Nonintegrated Allocation Formula. If a non-integrated allocation formula is specified in the Adoption Agreement, the allocation will be made among the eligible Participants either as an equal dollar amount to all eligible Participants (subject to the limits under Code § 415 as implemented under the Plan) or in the proportion that the Plan Compensation for the Plan Year of each eligible Participant bears to the total Plan Compensation for the Plan Year of all eligible Participants, as specified in the Adoption Agreement.

(2) Integrated Allocation Formula. If an integrated allocation formula is specified in the Adoption Agreement, the allocation will be made among the eligible Participants using either the two-step or four-step allocation formula as specified in the Adoption Agreement as follows:

(A) Two-Step Allocation Formula:

(i) Step One: Allocations will first be made to the eligible Participants in the proportion that the Plan Compensation for the Plan Year plus Plan Compensation for the Plan Year in excess of the Integration Level of each eligible Participant bears to the total of such amounts for all eligible Participants. However, allocations under this step one will cease when the total amount allocated to each eligible Participant equals the sum of (A) the maximum percentage (specified in the table below) multiplied by his/her Plan Compensation for the Plan Year, plus (B) the maximum percentage multiplied by his/her Plan Compensation for the Plan Year in excess of the Integration Level.

(ii) Step Two: Any amount remaining to be allocated will then be allocated among all eligible Participants in the proportion that the Plan Compensation for the Plan Year of each eligible Participant bears to the total Plan Compensation for the Plan Year of all eligible Participants.

(B) Four-Step Allocation Formula:

(i) Step One: Allocations will first be made to the eligible Participants in the proportion that the Plan Compensation for the Plan Year of each eligible Participant bears to the total Plan Compensation for the Plan Year of all eligible Participants. However, the allocations under this step one will cease when the total amount allocated to each eligible Participant equals 3% multiplied by his/her Plan Compensation for the Plan Year.

(ii) Step Two: Allocations will then be made to the eligible Participants in the proportion that the Plan Compensation for the Plan Year in excess of the Integration Level of each eligible Participant bears to the total of such amounts for all eligible Participants. However, the allocations under this step two will cease when the total amount allocated to each eligible Participant equals 3% multiplied by his/her Plan Compensation for the Plan Year in excess of the Integration Level.

(iii) Step Three: Allocations will then be made to the eligible Participants in the proportion that the Plan Compensation for the Plan Year plus Plan Compensation for the Plan Year in excess of the Integration Level of each eligible Participant bears to the total of such amounts for all eligible Participants. However, allocations under this step three will cease when the total amount allocated to each eligible Participant equals the sum of (A) the maximum percentage (specified in the table below) minus 3% multiplied by his/her Plan Compensation for the Plan Year, plus (B) the maximum percentage minus 3% multiplied by his/her Plan Compensation for the Plan Year in excess of the Integration Level.

(iv) Step Four: Any amount remaining to be allocated will then be allocated to all eligible Participants in the proportion that the Plan Compensation for the Plan Year of each eligible Participant bears to the total Plan Compensation for the Plan Year of all eligible Participants.

The maximum percentage is:	
If the Integration Level is:	The maximum percentage is:
The Taxable Wage Base for the current year ("TWB")	5.7%
More than 80% of the TWB but less than 100% of the TWB	5.4%
More than 20% of the TWB but not more than 80% of the TWB	4.3%
Less than or equal to 20% of the TWB	5.7%

(b) Fixed Contribution Formula. If a fixed contribution formula is specified in the Adoption Agreement, an Employer Regular Profit Sharing Contribution will be made for each Plan Year on behalf of each Active Participant in the Employer Regular Profit Sharing Contribution Component at any time during the Plan Year who satisfies the requirements specified in the Adoption Agreement. If it is specified in the Adoption Agreement that a given number of Hours of Service must be completed in order to receive an Employer Regular Profit Sharing Contribution for a Plan Year, then in the event of a short Plan Year, the number of Hours of Service required for that Plan Year will be adjusted to equal the number specified in the Adoption Agreement multiplied by a fraction, the numerator of which is the number of months (full or partial) in the short Plan Year and the denominator of which is 12.

The amount of the Employer Regular Profit Sharing Contributions will be determined according to the formula specified in the Adoption Agreement.

If Employer Regular Profit Sharing Contributions under a fixed contribution formula are made prior to all events having occurred which entitle the Participants to such contribution, such contribution will be held in a Pending Allocation Account until all events have occurred that entitle the Participants to such contribution. If the Pending Allocation Account has an investment loss, additional Employer Regular Profit Sharing Contributions will be made as necessary to ensure that no eligible Participant receives less than the amount called for under the fixed contribution formula. If the Pending Allocation Account has an investment gain, the Plan Administrator may direct that either:

(1) Such gain will be allocated among the Contribution Accounts of all Participants in proportion to the balance of each Contribution Account as of the last Valuation Date in the Plan Year; or

(2) Such gain will be credited against and treated as part of the fixed contributions that remain due under the Plan for the Plan Year.

(c) Status as Employer Qualified Nonelective Contributions. The Plan Administrator may direct that Employer Regular Profit Sharing Contributions be treated as Employer Qualified Profit Sharing Contributions for purposes of applying the Actual Deferral Percentage Test of Code § 401(k), or the Actual Contribution Percentage Test of Code § 401(m), for a Plan Year, but only if Employer Regular Profit Sharing Contribution Accounts are fully vested and nonforfeitable at all times and distributions are not available from such Contribution Accounts prior to attainment of age 59½, Termination of Service, or such other circumstances as may be permitted under Code § 401(k) (other than hardship).

(d) Treatment of Forfeitures. A Pending Allocation Account that reflects Forfeitures (if any) from Employer Regular Profit Sharing Contribution Accounts (including "frozen" accounts) may be used to restore prior Forfeitures of reemployed Participants pursuant to Sec. 10.2(h) at such time as proper direction to do so is given by the Plan Administrator. Any amount not so used will be used in the manner specified in the Adoption Agreement or, if a use is not specified in the Adoption Agreement, will be used to pay administrative expenses of the Plan to the extent not paid by the Participating Employers, at such time as proper direction to do so is given by the Plan Administrator.

(e) Special Rules for Integrated Formulas. An integrated allocation formula may not be specified in the Adoption Agreement if any Controlled Group Member maintains any other plan that uses permitted disparity under Code § 401(l) (or that imputes disparity pursuant to the regulations issued under Code § 401(a)(4)) and that benefits any of the same Participants. Further, if the Plan is a paired plan, only one of the paired plans may provide for permitted disparity under Code § 401(l). Notwithstanding anything to the contrary, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code § 408(k), maintained by a Controlled Group Member that provides for permitted disparity (or imputes disparity), Employer Contributions and Forfeitures will be allocated to the account of each Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Participant's Plan Compensation bears to the Plan Compensation of all Participants.

The cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. Total cumulative permitted years means the number of years credited to the Participant for allocation or accrual purposes under this Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by a Controlled Group Member. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no cumulative disparity limit.

If an integrated allocation formula is specified in the Adoption Agreement, Plan Compensation will be determined without regard to any exclusions that would otherwise apply under Sec. 2.49(d) with respect to the Employer Regular Profit Sharing Contribution Component. Plan Compensation for the Plan Year will be determined by reference to the determination period in effect under Sec. 2.50 with respect to the Employer Regular Profit Sharing Contribution Component and, if so specified in the Adoption Agreement, will include only Plan Compensation for that portion of the determination period after the Entry Date for the Employer Regular Profit Sharing Contribution Component.

6.3 Qualified Profit Sharing Contributions. If so specified in the Adoption Agreement, Employer Qualified Profit Sharing Contributions may be made to the Plan, to be allocated

among the eligible Participants specified in the Adoption Agreement in accordance with the method specified in the Adoption Agreement.

The Lead Employer will designate at the time of allocation whether an Employer Qualified Profit Sharing Contribution is for the current Plan Year or the prior Plan Year, and such contributions may only apply for testing purposes for one Plan Year. However, an Employer Qualified Profit Sharing Contribution made for a Plan Year must be actually paid into the Trust Fund within twelve months following the close of the applicable Plan Year.

A Participant will at all times have a fully vested and nonforfeitable interest in his/her Employer Qualified Profit Sharing Contribution Account.

ARTICLE VII – EMPLOYER PENSION CONTRIBUTIONS

ARTICLE VII APPLIES ONLY IF THE PLAN IS A MONEY PURCHASE PENSION PLAN.

7.1 Safe-Harbor Pension Contributions. Employer Safe-Harbor Pension Contributions under Code § 401(k)(12) and (13) and (m)(11) and (12) will not be allowed under this pre-approved defined contribution plan.

7.2 Regular Pension Contributions. If so specified in the Adoption Agreement, an Employer Regular Pension Contribution will be made for each Plan Year on behalf of each Active Participant in the Employer Regular Pension Contribution Component at any time during the Plan Year who satisfies the requirements specified in the Adoption Agreement. If it is specified in the Adoption Agreement that a given number of Hours of Service must be completed in order to receive an Employer Regular Pension Contribution for a Plan Year, then in the event of a short Plan Year, the number of Hours of Service required for that Plan Year will be adjusted to equal the number specified in the Adoption Agreement multiplied by a fraction, the numerator of which is the number of months (full or partial) in the short Plan Year and the denominator of which is 12.

The amount of the Employer Regular Pension Contribution will be determined according to the formula specified in the Adoption Agreement.

A Pending Allocation Account that reflects Forfeitures (if any) from Employer Regular Pension Contribution Accounts (including "frozen" accounts) may be used to restore prior Forfeitures of reemployed Participants pursuant to Sec. 10.2(h) at such time as proper direction to do so is given by the Plan Administrator. Any amount not so used will be used in the manner specified in the Adoption Agreement or, if a use is not specified in the Adoption Agreement, will be used to pay administrative expenses of the Plan to the extent not paid by the Participating Employers, at such time as proper direction to do so is given by the Plan Administrator.

If the Plan is a paired plan, only one of the paired plans may provide for contributions using permitted disparity under Code § 401(l). In addition, the rules in Sec. 6.2(e) shall apply to any integrated formula under this Sec. 7.2.

ARTICLE VIII – ACCOUNTS AND INVESTMENTS

8.1 Contribution Accounts. The Plan Administrator may direct that one or more of the following Contribution Accounts be established for each Participant to reflect each type of contribution made to the Plan by or for the Participant:

(a) Employee Contribution Accounts:

(1) An Employee Pre-Tax 401(k) Contribution Account to reflect amounts attributable to Employee Pre-Tax 401(k) Contributions (including Employee Catch-Up Contributions that are Employee Pre-Tax 401(k) Contributions).

(2) An Employee Deductible Contribution Account to reflect amounts attributable to Employee Deductible Contributions made before April 15, 1987.

(3) An Employee Rollover Contribution Account to reflect amounts attributable to Employee Rollover Contributions.

(4) An Employee Forfeiture Restoration Contribution Account to reflect amounts attributable to Employee Forfeiture Restoration Contributions that were made on an after-tax basis pursuant to Sec. 4.4.

(b) Employer Contribution Accounts:

(1) An Employer Regular Matching Contribution Account to reflect amounts attributable to Employer Regular Matching Contributions.

(2) An Employer Qualified Matching Contribution Account to reflect amounts attributable to Employer Qualified Matching Contributions (or, alternatively, such amounts may be credited to an Employee Pre-Tax 401(k) Contribution Account).

(3) An Employer Regular Profit Sharing Contribution Account to reflect amounts attributable to Employer Regular Profit Sharing Contributions.

(4) An Employer Qualified Profit Sharing Contribution Account to reflect amounts attributable to Employer Qualified Profit Sharing Contributions (or, alternatively, such amounts may be credited to an Employee Pre-Tax 401(k) Contribution Account).

(5) An Employer Regular Pension Contribution Account to reflect amounts attributable to Employer Regular Pension Contributions.

(c) Transfer Accounts. A Transfer Account to reflect amounts attributable to each type of contribution described in subsection (a) or (b) made under the transferor plan of the Controlled Group Member (with each Transfer Account to retain the character of the corresponding account under the transferor plan). A Transfer Account will be subject to the rules (withdrawal restrictions, vesting, etc.) specified in this document for such type of Contribution Account.

8.2 Contribution Subaccounts. Subaccounts may be established with respect to any Contribution Account whenever the Plan Administrator considers the establishment of subaccounts to be necessary or convenient in the administration of the Plan including, but not limited to, the following:

(a) Subaccounts to Reflect Pre-1987 Employee After-Tax Contributions. If Employee After-Tax Contributions were allowed both before and after January 1, 1987, separate subaccounts may be established to reflect amounts attributable to Employee After-Tax Contributions made before January 1, 1987, and Employee After-Tax Contributions made on or after January 1, 1987.

(b) Subaccounts to Reflect Differences in Investments. If a portion of a Contribution Account is to be invested differently than the remaining portion of the Contribution Account, either at the direction of a Participant or Beneficiary, or other Named Fiduciary, separate subaccounts may be established to administer the investment of such portions of the Contribution Account.

(c) Subaccounts to Reflect Differences in Withdrawal or Distribution Rights. If withdrawal rights or distribution rights differ with respect to contributions of a similar type made at different times, separate subaccounts may be established to administer such differences in rights.

(d) Subaccounts to Reflect Differences in Vesting. If the vesting schedules or rules differ with respect to contributions of a similar type made at different times, separate subaccounts may be established to administer such vesting schedules or rules. Further, if a special vesting election has been made pursuant to Sec. 10.3 with respect to life insurance policies, separate subaccounts may be established to administer such vesting provisions.

(e) Subaccounts to Reflect Transfers or Mergers. If account balances and assets are transferred to the Plan from another plan maintained by a Controlled Group Member or a Predecessor Employer, or if another plan maintained by a Controlled Group Member or a Predecessor Employer is merged into the Plan, and the withdrawal or distribution options, vesting rules or other rights and features with respect to such balances are different than the rights and features that apply to a Contribution Account of a similar type under the Plan, separate subaccounts may be established under such Contribution Account to administer the separate rights and features.

(f) Subaccounts to Reflect Repayment of Defaulted Loans. If a Participant repays a loan made from the Plan after such loan has been reported as a deemed distribution to the Participant under Code § 72(p), separate subaccounts may be established to reflect the amount of the repayment attributable to each Contribution Account (based on the amount of the loan drawn and outstanding from such account) and to reflect the resulting "tax basis" of the Participant under the Plan.

(g) Subaccounts to Reflect Employee Catch-Up Contributions. If a Participant is eligible to make Employee Catch-Up Contributions, separate subaccounts may be established within an Employee 401(k) Contribution Account to reflect Employee Catch-Up Contributions separately from Employee Pre-Tax 401(k) Contributions, as applicable.

8.3 Pending Allocation Accounts (Forfeiture and Suspense Accounts). The Plan Administrator may direct that one or more of the following Pending Allocation Accounts be established for the Plan to reflect Plan Assets that are not allocable to Contribution Accounts as of a Valuation Date, including, but not limited to, the following:

(a) Forfeitures (Forfeiture Account). A Pending Allocation Account may be established to reflect the amount of any Forfeitures that have not been applied as of the Valuation Date to pay administrative expenses, to restore prior

Forfeitures of reemployed Participants and/or allocated to Contribution Accounts. Forfeitures may not be allocated to Accounts reflecting Employee Contributions. The Forfeiture Account will be applied as stated in Sec. 5.2(g), Sec. 6.2(d) or Sec. 7.2, as applicable, and any Forfeitures will be exhausted on or before the end of the Plan Year following the Plan Year in which the forfeiture occurred.

(b) Pending Allocations of Contributions. A Pending Allocation Account may be established to reflect the amount of any contribution which is made prior to the time that the conditions have been satisfied that entitle the Participant to an allocation, or that is made prior to the time it is administratively practicable for any other reason to allocate it to Contribution Accounts.

(c) Pending Allocation Account to Reflect Gains on Returned Contributions. A Pending Allocation Account may be established to reflect any investment gains on any contribution that is returned to the Participating Employers pursuant to Sec. 20.4.

One or more subaccounts of any type of a Pending Allocation Account may be established whenever the Plan Administrator considers the establishment of subaccounts to be necessary or convenient in the administration of the Plan.

8.4 Investment of Accounts.

(a) Duties. The Lead Employer will control and manage the investment of the Trust Fund except to the extent the Lead Employer permits Participants and Beneficiaries to direct the investment of their Contribution Accounts, or delegates investment authority over part or all of the Plan Assets to one or more Investment Managers or to one or more other Names Fiduciaries. All investment directions that are processed through the Trustee must be delivered to the Trustee in such manner as may reasonably be required by the Trustee.

(b) Investment of Contribution Accounts. The Lead Employer may direct that Participants and Beneficiaries be entitled to direct the investment of all or specific portions of their Contribution Accounts among one or more Mutual Funds, one or more Pooled Investment Funds, one or more Employer Stock Funds or as a Segregated Investment Portfolio. A Contribution Account (or portion thereof) with respect to which a Participant or Beneficiary is not entitled to direct the investment will be invested at the direction of the Lead Employer (or a Named Fiduciary designated by the Lead Employer).

All investment directions of a Participant or Beneficiary will be made in such manner and in accordance with such rules as are established for this purpose by the Lead Employer subject to, but not limited to, the following:

(1) No Participating Employer, no fiduciary or no service provider will have any obligation whatsoever to evaluate the suitability of an investment direction; the sole duty of a Participating Employer, fiduciary, or service provider is to follow all proper directions of the Participant which are made in accordance with the Plan and in accordance with the practices and procedures established for such investment direction, which are not contrary to ERISA.

(2) If a Participant or Beneficiary fails to provide directions as to the investment of any cash held for a Contribution Account over which the Participant has a right to direct investment, that cash will be invested as directed by the Lead Employer or a Named Fiduciary designated by the Lead Employer.

(3) In accordance with the rules and regulations of the Securities and Exchange Commission, including without limitation Rule 22c-2 under the Investment Company Act of 1940, as amended, if the investment manager of an investment option (or an agent thereof) determines that a Participant or Beneficiary is engaging in market-timing or other investment activity that has, or could potentially have, a detrimental impact on other Participants and Beneficiaries, or other shareholders of the investment option, the Plan Administrator shall restrict such transactions (for example, by precluding certain transactions or types of investment activity, delaying the implementation of investment directions, limiting the dollar amount of permitted transactions, restricting the number of investment directions that can be given within a specified period, or requiring that directions be made in a certain manner or a certain period of time prior to being effectuated) as directed by the investment manager. In addition, the Plan Administrator shall provide to such investment manager participant trading information and such other reasonable trading records as the investment manager shall request in accordance with said rules and regulations. The Plan Administrator shall rely conclusively on a determination made by the investment manager of an investment option (or an agent thereof) that investment activity of a given type may be detrimental to investors or contravenes the rules of such investment option and the types of trading information required under this Sec. 8.4(b)(3). The Plan Administrator shall apply any such restriction to the Participant or Beneficiary in question, or shall establish rules and procedures to apply such restriction to all, or specified groups of, Participants and Beneficiaries.

In addition, the Plan Administrator shall apply any such trading restriction to a Participant or Beneficiary, or shall establish rules and procedures to apply such restriction to all, or specified groups of, Participants and Beneficiaries, as required by the Plan's Trustee, record keeper or other service provider.

Nothing in this Sec. 8.4(b)(3) shall prevent the Plan Administrator from applying additional restrictions to a Participant or Beneficiary and establishing additional rules and procedures to apply such restriction to all, or specified groups of, Participants and Beneficiaries, as needed.

(c) Investment of Pending Allocation Accounts. The Lead Employer (or a Named Fiduciary designated by the Lead Employer) will direct the investment of a Pending Allocation Account. Investment gains on a Pending Allocation Account will be applied in the same manner as (and as part of) the principal balance of the Account as otherwise specified in the Plan.

(e) 404(c) Compliance. If Participants and Beneficiaries are allowed to direct the investment of their Contribution Accounts, the Lead Employer is responsible for determining whether the investment program is intended to comply with ERISA § 404(c) and, if it is intended to comply,

for ensuring that its design and operation satisfies the requirements of ERISA § 404(c), so that no Person who is otherwise a fiduciary will be liable under ERISA for any loss, or by reason of any breach, which results from the exercise of control by such Participant or Beneficiary. Notwithstanding the foregoing, circumstances may arise from time to time where investment direction is restricted or unavailable (for example, a "blackout period" may be imposed to facilitate account transitions or investment directions may be restricted under the circumstances described in this Sec. 8.4 or investment directions may not be able to be effectuated as a result of rules or regulations imposed on the operation of an investment option by law or action of an agency or body that regulates such investment option, such as the Securities and Exchange Commission or the National Association of Securities Dealers).

8.5 Mutual Funds, Pooled Investment Funds and Employer Stock Funds. If so permitted by the Trustee, the Lead Employer (or a Named Fiduciary designated by the Lead Employer) may direct that one or more Mutual Funds, one or more Pooled Investment Funds and one or more Employer Stock Funds be made available as permissible investment options under the Plan for a Participant or Beneficiary.

A "Mutual Fund" is a registered investment company under the Investment Company Act of 1940.

A "Pooled Investment Fund" is a fund invested on a commingled basis solely for Accounts under the Plan (and other qualified plans as permitted under the Code and ERISA) and under which the Accounts so invested have a proportionate interest in each asset held in the Pooled Investment Fund, including any common trust fund or collective investment fund maintained by any Trustee, any custodian of Plan Assets, any Named Fiduciary, the Plan Administrator or any affiliate of any such Person.

An "Employer Stock Fund" is a fund invested primarily or exclusively in Qualifying Employer Securities or Predecessor Employer Securities.

8.6 Segregated Investment Portfolios. If so permitted by the Trustee, the Lead Employer (or a Named Fiduciary designated by the Lead Employer) may direct that one or more types of Segregated Investment Portfolios be established for the Plan.

A "Segregated Investment Portfolio" is a brokerage account held in the name of the Participant or Beneficiary with a broker-dealer registered as such under the Investment Company Act of 1940, or any other Plan Asset or aggregation of Plan Assets held solely for a given Participant or Beneficiary. This does not include Mutual Funds, Pooled Investment Funds or Employer Stock Funds described in Sec. 8.5, except to the extent that such funds are held in a brokerage account.

Segregated Investment Portfolios are subject to all of the following:

(a) Collectibles. No investments may be directed in any "collectible" to the extent prohibited by Code § 408(m).

(b) Custody of Plan Assets. A Trustee (or a custodian engaged by the Trustee) will at all times retain custody of Plan Assets held in a Segregated Investment Portfolio subject to the following:

(1) If so permitted by the Trustee, a Segregated Investment Portfolio may be established as a brokerage account in the name of the Trustee for the benefit of the Participant or Beneficiary or for the benefit of a Pending Allocation Account with a broker-dealer registered as such with the Securities and Exchange Commission. The securities purchased through the brokerage account may be held in the street name of the broker-dealer. If such a brokerage account has been established with a broker-dealer for the investment of a Contribution Account (or a portion thereof), the Participant may be permitted to give investment directions directly to such broker-dealer; subject to such rules as may be established for administrative purposes by the Plan Administrator.

The Lead Employer acknowledges that, in determining whether to consent to the establishment of brokerage accounts hereunder, the Trustee is acting on its own behalf and in its own interest rather than as a fiduciary of the Trust Fund or the Plan, and the Trustee will have no responsibility with respect to the decision to make brokerage accounts available as an investment option under the Plan or for the selection of broker-dealers, which responsibility belongs solely to the Lead Employer. The Trustee will deliver custody of assets of the Trust Fund to such broker-dealers as directed by the Lead Employer. The Trustee will incur no liability on account of the actions or omissions of any broker-dealer with respect to any assets of the Trust Fund held in a brokerage account with such broker-dealer.

(2) The Lead Employer may authorize the purchase of non-certificated shares of a Mutual Fund provided such shares are held in an account established at the transfer agent for such Mutual Fund in the name of the Trustee. If such an account has been established with a transfer agent for the investment of a Contribution Account (or a portion thereof), the Participant may be permitted to give investment directions to the transfer agent to invest in various segments of the Mutual Fund or in shares of other Mutual Funds for which the transfer agent also acts as transfer agent; subject to such rules as may be established for administrative purposes by the Plan Administrator.

(c) Gains and Losses. All gains and losses on the investments held in a Segregated Investment Portfolio will be credited directly to the Account(s) invested in that portfolio, and such Account(s) will be charged with all expenses attributable to such investments.

(d) Valuation Date. The portion of each Account invested in a Segregated Investment Portfolio will be valued at fair market value as of each Valuation Date that has been established for the Segregated Investment Portfolio and at such other times as may be necessary for the proper administration of the Plan.

8.7 Processing Transactions.

(a) Processing Investment Transactions. The following will apply with respect to the processing of investment transactions involving Plan Assets:

(1) Administrative Practices. Any transaction that is to be processed at the direction of a Participant or Beneficiary, or at the direction of the Lead Employer (or a Named Fiduciary designated by the Lead Employer) will be processed as soon as administratively practicable after the direction is provided in good order or the scheduled date of processing has arrived. How-

ever, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, "blackout periods" required to facilitate account transitions, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, to correct for its errors or omissions or the errors or omissions of any service provider) or as otherwise provided in this Article VIII. With respect to any investment transaction, the processing date of the transaction will be considered to be the Valuation Date for the Plan Assets and Accounts involved in the transaction and will be binding for all purposes of the Plan.

(2) Duty With Respect to Processing Transactions. The Plan Administrator, and all fiduciaries and/or service providers involved in processing any investment transaction with respect to the Plan will have a duty to use reasonable efforts to process the transaction on any scheduled processing date in accordance with practices or procedures established for the Plan by the Plan Administrator. The preceding duty will not override any specific duty undertaken by a fiduciary or service provider to the Plan in an agreement with the Lead Employer, Plan Administrator or Trustee. Neither the Plan Administrator, the Trustee nor any fiduciary or service provider is a guarantor of timely processing with respect to the Plan or any Participant or Beneficiary, nor will they have any responsibility for market fluctuations.

(b) Processing Withdrawals and Distributions. The Plan Administrator, on a uniform and nondiscriminatory basis, may defer the date as of which any withdrawal or the distribution would normally be made for up to 90 days and may further delay a distribution for any business reason specified in subsection (a).

8.8 Valuation of Accounts. As of each Valuation Date established for a Plan Asset, the value of each Account (or portion thereof) invested in such Plan Asset will be adjusted to reflect investment gains or losses with respect to the Plan Asset, and the contributions and all other transactions involving such Plan Asset with respect to such Account (or portion thereof) since the preceding Valuation Date.

In the case of a Mutual Fund, an Employer Stock Fund that uses share accounting or a Segregated Investment Portfolio, the fair market value of the Plan Asset will be reflected in the Account as of the Valuation Date. The value of a share or unit in a Mutual Fund will be determined using the methodology set forth in the prospectus for such Mutual Fund.

In the case of a Pooled Investment Fund or an Employer Stock Fund that uses unit accounting, the result of the valuation procedures will be such that the adjusted value of all Accounts (or portions thereof) invested in the Pooled Investment Fund or Employer Stock Fund on the Valuation Date will equal the fair market value of the assets held in the Pooled Investment Fund or Employer Stock Fund as of the Valuation Date.

The following will apply with respect to valuations under the Plan:

(a) Daily/Balance Forward Accounting. To the extent daily accounting is used under the Plan, the balance or value of any Account will equal the balance or value determined as of such date based upon the fair market value of each Plan Asset as of such date.

To the extent balance forward accounting is used under the Plan, the balance or value of an Account attributable to any Plan Asset as of any date will be determined as follows:

(1) If the date of determination is not a Valuation Date for such Plan Asset, the balance or value of the Account attributable to such Plan Asset will be determined based upon the fair market value of such Plan Asset as of the next preceding Valuation Date for such Plan Asset, reduced to reflect any distribution that has been made since the next preceding Valuation Date from such Account and drawn from such Plan Asset.

(2) If the date of determination is a Valuation Date for such Plan Asset, the balance or value of the Account attributable to such Plan Asset will be determined based upon the fair market value of such Plan Asset as of such Valuation Date, and will be adjusted as described below:

(A) Positive Adjustments: The balance or value of the Account will be increased to reflect any of the following:

(i) Any contribution made since the next preceding Valuation Date and invested in such Plan Asset. For purposes of allocating investment gain or loss, such contribution will be reflected in accordance with Sec. 8.9(a).

(ii) Any investment transfer into such Plan Asset from another Plan Asset (including any repayment of a participant loan).

(iii) Any other transaction, as appropriate, with respect to such Plan Asset and involving such Account.

(B) Negative Adjustments: The balance or value of the Account will be decreased to reflect any of the following:

(i) Any distribution that has been made since the next preceding Valuation Date from such Account and drawn from such Plan Asset.

(ii) Any investment transfer out of such Plan Asset and into another Plan Asset (including any participant loan, or payment of a life-insurance premium), or any other investment transactions with respect to such Plan Asset and involving such Account.

(iii) Any Forfeiture from such Account.

(iv) Any expenses charged against such Account.

(v) Any other transaction, as appropriate, with respect to such Plan Asset and involving such Account.

(b) Plan Asset Valuation Dates. There will be at least one Valuation Date each Plan Year with respect to each Plan Asset.

(c) Determining Fair Market Value. Each Plan Asset will be valued at fair market value on each Valuation Date for such Plan Asset.

(1) Assets Managed by Investment Manager or Named Fiduciary. With respect to the portion of the Trust Fund that is invested by an Investment Manager or Named Fiduciary (other than a Participant or Beneficiary), the Investment Manager or Named Fiduciary will certify the value of any securities or other property in that portion of the Trust Fund. Such certification will be regarded as a direction with respect to the fair market value of such assets, and the Trustee will be entitled to conclusively rely upon such valuation for all purposes of the Plan.

(2) Other Assets. With respect to the portion of the Trust Fund that is not managed by an Investment Manager or Named Fiduciary (other than a Participant or Beneficiary), or any Plan Assets for which an Investment Manager or Named Fiduciary refuses or fails to provide a certification, if the fair market value can be determined by reference to readily available sources, the Plan Administrator will direct the Trustee as to the source from which such values will be obtained. For those Plan Assets whose value cannot be determined by reference to a readily available source, the Trustee will identify those assets for the Plan Administrator and the Plan Administrator (or a Named Fiduciary assigned this function by the Lead Employer) will direct the Trustee as to the fair market value of those Plan Assets. Should the Plan Administrator in its sole discretion determine that an independent appraisal of some or all of such assets is necessary, the Plan Administrator will be responsible for hiring a qualified independent appraiser, providing all necessary information to the appraiser, reviewing the report of the appraiser, and reporting the appraised value to the Trustee.

(d) Expenses. An Account will be charged with the expenses that have been assigned to any Pooled Investment Fund, Employer Stock Fund or Segregated Investment Portfolio. An Account will also be charged with such portion of the general expenses of the Plan that are not paid by the Participating Employers, as is determined to be reasonable by the Plan Administrator.

(e) Treatment of Recoveries. Notwithstanding anything herein to the contrary, if the Plan receives a recovery on an investment (including, but not limited to, a recovery from the Federal Deposit Insurance Corporation, a state insurance guaranty association or the Securities Industry Protection Corporation, or a recovery under federal or state securities laws) and the recovery is identifiable as attributable to one or more specific Participants or Beneficiaries, the amount recovered will be allocated only to the Contribution Account(s) of such Participants or Beneficiaries. If the recovery is not identifiable as attributable to a specific Participant or Beneficiary, the amount recovered will be applied as provided in (f).

(f) Gain Generated but Not Attributable to Specific Accounts. Any investment gain or loss of the Plan that is not directly attributable to the investment of an Account (including, for example, any fees paid to the Plan, or any other type of payment received by the Plan or by the Lead Employer for the Plan) will, at the direction of the Plan Administrator, be applied to pay administrative expenses of the Plan to the extent not paid by the Participating Employers, allocated among the Accounts or Contribution Accounts in such manner as is directed by the Plan Administrator, or be applied as an offset to any contribution scheduled to be made under the Plan.

(g) Selection of the Valuation Dates. The Plan Administrator will determine the Valuation Dates with respect to each Plan Asset, and may at any time change the Valuation Dates, subject to such limits as may be imposed under the Trust Agreement. Valuation Dates for Plan Assets will be deemed to be each day trading occurs on the New York Stock Exchange, except to the extent otherwise provided by the Plan Administrator. If the Plan Administrator establishes periodic Valuation Dates (e.g., monthly, quarterly) for any Plan Asset, the Plan Administrator may nonetheless direct that a special Valuation Date be established at any time to determine the fair market value of such Plan Asset and update Accounts accordingly if the Plan Administrator deems it appropriate to equitably reflect any change in the fair market value of the Plan Asset among the Accounts (e.g., to accommodate contributions and/or distributions). Valuation Dates for each Plan Asset will occur no less frequently than annually and Valuation Dates will be established on a nondiscriminatory basis.

8.9 Permissible Accounting Practices. The Plan Administrator may from time-to-time establish accounting practices for recording items to an Account including, but not limited to, the following:

(a) Reflecting Contributions. The Plan Administrator may direct that contributions be reflected in a Contribution Account as follows:

(1) Cash Basis Method. The contributions may be reflected in the appropriate Contribution Account on or as soon as administratively practicable after the date the contribution is received by the Trustee and all information is available to determine the portion of the contribution that is attributable to each Contribution Account. If a contribution is received by the Trustee prior to the time that the conditions have been satisfied that entitle the Participant to an allocation, or if it is received prior to the time that it is administratively practicable for other reasons to allocate it to a Contribution Account, the contribution will be reflected in a Pending Allocation Account until it can be allocated to a Contribution Account.

(2) Accrual Basis Method. The contributions may be reflected in the appropriate Contribution Account on the date as of which the contribution is considered to be a "receivable" under general principles applied under the accrual method of accounting. In this case, the fair market value of the receivable will be determined by the Plan Administrator, and when making such determination the Plan Administrator may use either of the following valuation methods:

(A) The Plan Administrator may direct that the fair market value of the receivable be reported as the amount of the contribution; that is,

without discounting the contribution yet to be made to reflect the fact that the contribution is not yet payable.

(B) The Plan Administrator may direct that the fair market value of the receivable be reported as the amount of the contribution discounted to reflect that the contribution yet to be made is not yet payable, using an interest rate determined by the Plan Administrator.

(b) Reflecting Investment Gains and Losses. The Plan Administrator may direct that investment experience be reflected in an Account using daily or balance forward accounting or on any other basis that reasonably reflects the investment experience of the Account.

To the extent gains or losses are being reflected on a daily or balance forward basis, the Plan Administrator may direct that amounts due the Plan with respect to any Plan Asset be reflected in Accounts as a "receivable" (e.g., dividends payable on Mutual Funds may be reflected as a receivable as of the record date for such dividends, even if not yet paid into the Trust Fund).

To the extent gains or losses are being reflected on a balance forward basis, then the Plan Administrator may direct that contributions are to affect the allocation of gains or losses in one of the following ways:

(1) The contributions may be deemed to have been invested on the Valuation Date that immediately precedes the Valuation Date as of which the Accounts are being valued (even though some or all of the contributions had not been so invested on such prior Valuation Date).

(2) The contributions may be deemed to have been invested on the Valuation Date as of which the Accounts are being valued (even though some or all of the contributions may have been so invested prior to the Valuation Date).

(3) Half of the contributions may be deemed to have been invested on the date referred to in (1) and half may be deemed to have been invested on the date referred to in (2) (even though the contributions may not have been so invested on that basis).

(4) The contributions may share in gain or loss based on a weighting that, in turn, is based on the number of days such contributions have been held by the Trust Fund.

8.10 Timing of Contributions. A contribution will be deemed to be "for" a Plan Year if it is designated as being for such Plan Year by the Lead Employer. For purposes of applying the nondiscrimination tests under Code §§ 401(a)(4), 401(k) and 401(m), for purposes of determining the maximum allocations under Code § 415, for purposes of calculating the deductions under Code § 404, and for any other qualification provision of the Code, a contribution will be treated as having been made for the Plan Year designated by the Lead Employer provided that the contribution is paid to the Trustee by such deadline as may be prescribed for the applicable provision of the Code.

For purposes of applying the provisions of the Code that are based upon when a contribution is allocated, if a contribution is designated as being for a Plan Year but it is actually received by the Trustee and credited to a Contribution Account after the end of such Plan Year, the contribution is deemed to be allocated "as of" the last day of that Plan Year.

Notwithstanding any contrary provisions, amounts cannot be contributed to the Plan pursuant to an election under Sec. 4.1 prior to the performance by the Participant of the services with respect to which the contributions are made, or if earlier, when the compensation for such services would be currently available to the Participant; provided that, this rule will not apply to any contributions made early to accommodate occasional and bona fide administrative considerations and that are not paid early with a principal purpose of accelerating any available deductions.

8.11 Participant Statements. The Plan Administrator may cause benefit statements to be issued from time to time informing Participants of the status of their Accounts, but it is not required to issue benefit statements other than at the request of a Participant or Beneficiary pursuant to ERISA, and the issuance of benefits statements (and any errors that may be reflected on benefit statements) will not in any way alter or affect the rights of Participants with respect to the Plan.

A Participant or Beneficiary is obligated to review his/her benefit statement and notify the Plan Administrator (or the recordkeeper preparing such statements) of any errors or inaccuracies within 60 days of the date of the statement. Neither the Plan Administrator (or its designee) nor the Trustee will be responsible for any losses that a Participant or Beneficiary may incur as a result of errors or inaccuracies of which the Plan Administrator (or its designee) is not notified within this 60-day time period.

8.12 Diversification Requirements.

(a) Generally. Notwithstanding anything in the Plan or rules established by the Lead Employer to the contrary, if the Plan holds, or is deemed to hold, any publicly traded employer securities (within the meaning of Code § 401(a)(35)(F) and (G) and the regulations there under), the Plan will satisfy the diversification requirements of Code § 401(a)(35), including:

(1) Allowing a Participant (or an Alternate Payee or Beneficiary of a Participant) to diversify any Account containing Elective Deferrals (and any Employee Rollover Account) invested in publicly traded employer securities;

(2) Allowing a Participant who has completed at least 3 years of Service (or an Alternate Payee of such a Participant, or a Beneficiary of any Participant) to diversify Employer Contributions invested in publicly traded employer securities. "Service" for this purpose will be measured using the Plan's methodology for crediting vesting service, or if the Plan is 100% vested, Service will be measured on an elapsed time basis. A Participant will be deemed to complete a year of Service for this purpose on the last day of the applicable vesting computation period;

(3) Offering the diversification and reinvestment opportunities described in (1) and (2) above on a periodic and reasonable basis, no less frequently than quarterly; and

(4) Offering at least 3 investment options (other than employer securities) for the diversified funds, each of which is diversified and has materially different risk and return characteristics.

For this purpose, "publicly traded employer security" is an employer security under ERISA § 407(d)(1) which is readily tradable on an established securities market. A security is readily tradable on an established securities market if the security is traded on a national securities exchange that is registered under section 6 of the Securities Exchange Act of 1934, or if the security is traded on a foreign national securities exchange that is officially recognized, sanctioned, or supervised by a governmental authority and where the security is deemed by the Securities and Exchange Commission as having a ready market under SEC Rule 15c3-1.

(b) Additional Requirements. A Plan may not, directly or indirectly, impose restrictions or conditions on the investment of publicly traded employer securities that are not imposed on other assets in the Plan, or condition a Plan benefit on the investment in publicly traded employer securities, except as provided in regulations or other IRS guidance or except as reasonably designed to ensure compliance with applicable securities laws. The Plan Administrator must notify Participants (and Beneficiaries of deceased Participants) of their rights to diversify, as provided under ERISA § 101(m).

(c) Exceptions. This Sec. 8.12 does not apply to a one-participant retirement plan that satisfies the requirements of Code § 401(a)(35)(E)(iv). Further, this Sec. 8.12 does not apply to a Plan under which the publicly traded employer securities held under the Plan are due to "indirect" investment, where the employer securities are held indirectly as part of a broader fund (such as a regulated investment company described in Code § 851(a) and other investment vehicles cited in the regulations), the employer securities make up 10% or less of the total value of the fund (as measured at the end of the prior Plan Year), the investment is independent of the employer and the investment satisfies the requirements of the regulations.

(d) Effective Date. The requirements of Code § 401(a)(35) are effective for Plan Years beginning after December 31, 2006, or such later date that the Plan first becomes subject to Code § 401(a)(35), except as provided in this Sec. 8.12(d). The Lead Employer may delay the effective date of Code § 401(a)(35) to the Plan (or any portion of such section) to the extent allowed under applicable IRS guidance, including but not limited to IRS Notice 2006-107. With respect to a Plan maintained pursuant to one or more collective bargaining agreements between employee representatives and one or more Employers ratified on or before August 17, 2006, Code § 401(a)(35) will be effective for Employees covered by such agreement as of the beginning of the first Plan Year beginning after the earlier of the date on which the last such collective bargaining agreement terminates, as determined without regard to any extension after August 17, 2006 (or December 31, 2007, if later) or December 31, 2008. The Lead Employer may determine in a uniform and nondiscriminatory manner whether the requirements in Sec. 8.12(a)(2) will be effective as of the effective date provided in this section, or whether this requirement will be phased-in over a period of time, as provided in Code § 401(a)(35)(H).

ARTICLE IX – INCIDENTAL INSURANCE BENEFITS

9.1 Life Insurance Policies. If so permitted by the Trustee, the Lead Employer (or a Named Fiduciary designated by the Lead Employer) may allow Participants to direct that their Contribution Accounts (other than an Employee Deductible Contribution Account) be used to acquire one or more life insurance policies that will be held for the benefit of their Contribution Accounts subject to all of this Article IX, including the following:

(a) Insured Lives. If the Plan is a profit sharing plan, a life insurance policy may provide death (and related disability) benefits on the life of the Participant and/or on the life of any other individual in the Participant's family. If the Plan is a money purchase plan, a life insurance policy may provide benefits only on the life of the Participant.

(b) Types of Insurance Policies. A life insurance policy may be evidenced by group policy certificates (whether or not the group policy is issued to the Trustee) or individual policies and can be term life policies or cash value policies.

(c) No Discrimination in Favor of Highly Compensated Employees. The Plan Administrator will not discriminate in favor of Highly Compensated Employees in authorizing and directing the acquisition of life insurance policies. The Plan Administrator will not be considered to have discriminated in favor of a Highly Compensated Employees by reason of any of the following facts:

(1) A Highly Compensated Employee has a higher value in his/her Contribution Accounts and, therefore, has the ability to direct a larger amount of funds for the acquisition of, or for the payment of premiums on life insurance policies.

(2) A Highly Compensated Employee is insurable and a Non-Highly Compensated Employee is not insurable.

(3) A Highly Compensated Employee is insurable at standard rates and a Non-Highly Compensated Employee is insurable at substandard rates.

(d) Other Life Insurance Policies. Nothing in this Article will prevent a life insurance policy on the life of an individual from being acquired as an investment in a Pooled Investment Fund.

9.2 Method of Acquisition. A life insurance policy may be acquired by original issue -- that is, by the insurance company issuing the policy directly to the Trust. If so directed by the Plan Administrator, a life insurance policy also may be acquired by directing that the Trustee purchase a policy from the Participant, provided that such purchases must comply with PTE-92-5, as amended.

9.3 Application of the Incidental Benefit Limit to the Payment of Premiums. No premium paid to the insurance company after the Plan acquires the policy can, on a cumulative basis, exceed the "incidental benefit limit" subject to the following:

(a) "Incidental Benefit Limit". The aggregate amount of premiums paid from the Participant's Contribution Accounts with respect to all ordinary life insurance policies may never equal or exceed one-half of the aggregate amount of the Contributions and Forfeitures theretofore allocated under the Plan to such Contribution Accounts. The aggregate amount of premiums paid from the Participant's Contribution Accounts with respect to all ordinary life insurance policies plus twice the total aggregate amount of premiums paid therefrom on life insurance policies which are not ordinary life insurance policies (including any term or universal life insurance policies) may never equal or exceed one-half of the aggregate amount of the Contributions and Forfeitures theretofore allocated under the Plan to such Contribution Accounts. In addition, the aggregate amount of premiums paid from the Participant's Contribution Accounts with respect to all life insurance policies which are not ordinary life insurance policies may never equal or exceed one-fourth of the aggregate amount of the Contributions and Forfeitures theretofore allocated under the Plan to such Contribution Accounts. For purposes of this paragraph, ordinary life insurance policies are policies with both nondecreasing death benefits and nonincreasing premiums.

If a Participant's Contribution Account is not sufficient under the foregoing limit to continue to pay such premiums from a particular Contribution Account from which the Participant has directed the payment of premiums, the Trustee (at the direction of the Plan Administrator) will pay such premiums out of any of the Participant's other Contribution Accounts from which the Participant could have directed the payment of premiums, subject to the applicable requirements of this subsection (a). If the Plan Administrator does not provide the Trustee with such direction, the Trustee will cause such policy to be put on a paid-up basis if it has cash surrender value or cancelled if the policy does not have cash surrender value.

(b) Application to a Profit Sharing Plan. If the Plan is a profit sharing plan, the incidental benefit limit will not apply with respect to contributions that have been allocated to a Participant's Contribution Account for at least two years.

(c) Application to the Amount of Unearned Premiums Upon Purchase of an Existing Policy. The unearned premiums at the time a policy is acquired by purchase (if it is acquired by purchase) will be deemed to be a premium for purposes of applying the incidental benefit limit.

(d) Application to Dividends Applied to Reduce Premiums. The amount of a dividend applied to reduce a premium will not be deemed to be a payment of a premium to which the incidental benefit limit is applied.

9.4 Special Vesting Rules. The following special vesting rules may apply:

(a) Special Full Vesting. The Lead Employer may specify a special vesting rule in the Adoption Agreement which provides that, as an overriding provision, otherwise non-vested funds that are used to acquire life insurance policies are fully vested. Such special vesting applies to the life insurance policy while such policies are held, to the death benefit proceeds, and to funds attributable to cash value proceeds or attributable to refunded unearned premiums that are retained by the Trustee after surrendering the policy.

(b) Limiting Acquisition Costs to the Vested Portion of a Participant's Contribution Account. The Lead Employer may specify that the amounts used to acquire life insurance policies (including the payment of all premiums thereon) consist only of amounts that are fully vested.

(c) Treatments of Certain Amounts as Withdrawals for Calculation of Vested Portion of a Contribution Account.

The following amounts will be treated as withdrawals for the purpose of applying Sec. 10.2(c).

(1) All premiums paid on term insurance less refunded unearned premiums, if any, that are returned to the Trustee.

(2) In the case of cash value life insurance, the PS-58 cost charged to the Participant as a result of the holding of the life insurance policy.

9.5 Designation of the Policy Beneficiary. The designation of the beneficiary under the policy can be handled in either of two ways at the discretion of the Plan Administrator:

(a) The Trustee can be the named beneficiary under the policy. In the case of death, the Trustee is to distribute the policy proceeds as soon as administratively practical to the Participant or Beneficiary under the Plan, but the distribution to a Beneficiary is subject to the spousal consent rules of the Plan if the Participant has a Spouse.

(b) The life insurance policy beneficiary does not have to be the Trustee but can be an individual or another entity. The naming of an individual or another entity as the insurance policy beneficiary requires spousal consent pursuant to the spousal consent rules of the Plan if the Participant has a Spouse.

9.6 Disposition of Life Insurance Policies. A life insurance policy acquired pursuant to this Article will be disposed of in accordance with the following as directed by the Plan Administrator:

(a) With the First Distribution Following a Termination of Service. No policy will continue to be held or acquired after the first distribution from the Plan to the Participant following his/her Termination of Service.

(b) After Any Termination of Service. The Plan Administrator may provide that such a policy will be disposed of immediately following Termination of Service.

(c) After the Death of an Insured Joint Life. A joint life policy insuring the life of the Participant and another individual may not be maintained after the death of such other individual.

9.7 In-Kind Distribution of Life Insurance Policies. A life insurance policy may be distributed in-kind to a Participant, even if no other in-kind distributions are permitted under the Plan, subject to the following:

(a) If the Participant does not agree to be taxed for federal income tax purposes at the time of the distribution on the fair market value of the policy, the policy must be endorsed by the Participant to prevent him/her from electing an annuity option which requires the survival of the Participant or Beneficiary as a condition for receiving benefits unless such an annuity is permitted under Sec. 12.6.

(b) If the Participant agrees to be taxed for federal income tax purposes at the time of the distribution on the fair market value of the policy, the policy does not have to be endorsed as provided in subsection (a). The Plan Administrator will cause an information return to be filed with the Internal Revenue Service reporting such amount as taxable for federal income tax purposes.

9.8 Sale to Participant or Others. A life insurance policy may be sold to the Participant, a relative of the Participant, a Participating Employer, or another plan of a Participating Employer if so authorized by the Plan Administrator, provided the sale complies with PTE-92-6, and/or subsequent guidance issued by the Department of Labor.

9.9 Other Provisions Applicable to the Acquisition, Retention and Disposition of Life Insurance Policies. The following will apply with respect to the insurance company:

(a) The Insurance Company is Not Responsible for the Provisions of the Plan. An insurance company (solely by reason of having its policy held by the Trustee) is not deemed to have assumed any obligations under the Plan. Without limiting the foregoing, the following will apply:

(1) The insurance company will not be a party to the Plan or any Trust Agreement.

(2) The insurance company will not be responsible for the validity of the Plan or any Trust Agreement.

(3) The insurance company will not be obligated to examine the terms of the Plan or the terms of any Trust Agreement.

(4) The insurance company will not be responsible for any actions taken by the Trustee with respect to the policy it has issued to the Trustee (or a policy that it recognized as being owned by the Trustee) including, but not limited to, the power of the Trustee to acquire or hold the life insurance policy.

(5) The insurance company will not be obligated to see to it that the Trustee properly applies any moneys paid to the Trustee by the life insurance company or that the Trustee has properly directed the insurance company to pay funds to any other party.

(6) If an individual or an entity other than the Trustee is the beneficiary of the life insurance policy, the insurance company may pay death benefit proceeds to such individual or entity without regard to whether such payment violates any provisions of the Plan.

(b) The Plan Administrator is to Direct the Trustee with Respect to Life Insurance Policies. All determinations as to the form of such policy, the issuing insurance company, and the amount of coverage will be made by the Plan Administrator, and all directions by the Plan Administrator or Participant to the Trustee to purchase or dispose of a policy or take any action with respect to the insurance policy will be complete with respect to the terms thereof. Without limiting the foregoing, the following will apply:

(1) The Plan Administrator may specify which insurance companies are acceptable issuers, which policy forms are acceptable policy forms and which insurance agents are acceptable agents to service a policy held in the Trust Fund.

(2) The Trustee will not take any action with respect to such matters until furnished appropriate instructions by the Plan Administrator, it being intended that the Trustee will have no discretion with respect thereto.

(3) The Plan Administrator will be responsible for directing the Trustee to exercise all rights, options, and privileges available under such policies and for the ultimate disposition of such policies and policy pro-

ceeds in a manner consistent with the standard practices of the life insurance industry and state regulations governing the administration of life insurance policies.

(4) With the consent of the Trustee, the Plan Administrator may authorize Participants to direct the Trustee with respect to individual matters related to the acquisition, holding or disposition of a life insurance policy.

(c) Ownership of the Policy. The application for a policy acquired by original issue will be in the name of a Trustee and the legal ownership of the policy (whether acquired by original issue or by purchase) will be vested in the Trustee for the benefit of the Participant's Contribution Accounts from which the premium for the policy has been paid and (vis-à-vis the insurance company) the Trustee is the entity that exercises all ownership rights.

(d) Application of Dividends. The Plan Administrator will direct the Trustee with respect to all action to be taken with respect to policy dividends. Without limiting the foregoing, the Plan Administrator may direct the Trustee to take any of the following actions with respect to dividends:

(1) Apply dividends to reduce future premiums.

(2) Apply dividends to purchase any additional insurance benefit available under the policy.

(3) Pay dividends to the Trustee, in which case the Trustee will hold the payment for the benefit of the Participant's Contribution Accounts as directed by the Plan Administrator.

9.10 Accounting for Insurance Policies.

(a) Subaccounts may be Established. If required or convenient for the proper administration of the Plan, the Trustee will establish a subaccount (within the meaning of Sec. 8.2) for each of the Participant's Contribution Accounts which have been the source for the acquisition of life insurance policies (including for the payment of premiums).

(b) One or More Segregated Investment Portfolios will be Established. The insurance policies acquired for the benefit of a Participant's Contribution Accounts will be held in one or more Segregated Investment Portfolios. For the purpose of applying Sec. 8.8, the fair market value of an insurance policy will be determined by the Plan Administrator as of each Valuation Date established for such a Segregated Investment Portfolio as follows:

(1) In the case of a term life insurance policy, the fair market value of a policy will be the unearned premium determined as of the Valuation Date (or, if the Participant has died prior to the Valuation Date, the amount of any death benefit proceeds that are payable to the Trustee by the insurance company but which have not yet been paid to the Trustee as of the Valuation Date).

(2) In the case of a cash value life insurance policy, the fair market value will be the cash surrender value determined as of the Valuation Date (or, if the Participant has died prior to the Valuation Date, the amount of any death benefit proceeds, including the cash surrender value, that are payable to the Trustee by the insurance company but which have not yet been paid to the Trustee as of the Valuation Date).

ARTICLE X – VESTING

10.1 Contribution Accounts That Are Fully Vested. A Participant will at all times have a fully vested and non-forfeitable interest in the balance of the following Contribution Accounts:

Employee Contribution Accounts
Employer Qualified Matching Contribution Account
Employer Qualified Profit Sharing Contribution Account

10.2 Contribution Accounts Subject to Vesting Schedule.

(a) Vesting at Retirement Age. A Participant will have a fully vested and non-forfeitable interest in the balance of the following Contribution Accounts upon reaching Normal Retirement Age while employed with a Controlled Group Member (while it is such):

Employer Regular Matching Contribution Account
Employer Regular Profit Sharing Contribution Account
Employer Regular Pension Contribution Account

(b) Vesting in Event of Death or Disability. A Participant will have a fully vested and non-forfeitable interest in the balance of his/her Employer Regular Matching and Regular Profit Sharing Contribution Accounts, or Employer Regular Pension Contribution Account, upon Termination of Service as a result of death or Disability.

(c) Vesting Based on Service. As of any date prior to an event specified in subsection (a) or (b), the vested portion of an Employer Regular Matching or Regular Profit Sharing Contribution Account, or Employer Regular Pension Contribution Account, will equal the balance of the Contribution Account as of such date multiplied by the vested percentage. However, if a withdrawal or distribution is made to a Participant who is less than fully vested in a Contribution Account, as of any date after such withdrawal or distribution, the vested portion of the Contribution Account will be determined under the following formulas:

$$P(AB + D) – D$$

where "P" equals the current vested percentage; "AB" equals the current balance of the Contribution Account; and "D" equals the amount of all withdrawals or distributions made prior to the date of determination. However, if this option is available and is elected in the Adoption Agreement, the formula $P[AB + (R \times D)] – (R \times D)$ will be used in lieu of the formula above, where "P", "AB" and "D" are as defined above and "R" equals the ratio of AB to the balance of the Contribution Account immediately after the prior withdrawal or distribution from the Plan. If a Participant has received a distribution of the full vested portion of a Contribution Account following Termination of Service, but Forfeiture of the non-vested portion is delayed to a date after distribution of the vested portion, the above formula will not apply and the Participant will be deemed to have no vested interest pending the Forfeiture of the non-vested portion of the Contribution Account.

An assignment made to an alternate payee under a qualified domestic relations order (as defined in Code § 414(p)) will be treated as a withdrawal or distribution for purposes of applying the above formula with respect to the Contribution Accounts of the Participant.

(d) The Balance in a Contribution Account. For the purpose of determining the vested portion of a Contribution Account, the balance of such Contribution Account will be the amount determined pursuant to Article VIII as of the date the determination is being made for purposes of the Plan.

(e) Vested Percentage. The vested percentage will be determined as follows:

(1) As of any date prior to Termination of Service, the vested percentage will be determined in accordance with the vesting schedule specified in the Adoption Agreement with respect to the applicable Component applied by reference to completed years of Service (disregarding any fractional year) as of such date. If the hour count method is used to determine Service for vesting purposes, a year of Service will have been completed as of the last day of a vesting computation period.

(2) As of any date at or after Termination of Service, the vested percentage will be determined in accordance with the vesting schedule specified in the Adoption Agreement with respect to the applicable Component applied by reference to completed years of Service (disregarding any fractional year) as of Termination of Service, or if this option is available and is elected in the Adoption Agreement, based on completed and fractional years of Service as of Termination of Service.

(f) Disregard of Certain Service for Vesting Purposes. For the purpose of determining the vested percentage, the Participant's Service will be adjusted as follows:

(1) If so specified in the Adoption Agreement, the following Service will be disregarded:

(A) Service prior to the date on which the Participant attained the age (not more than 18) specified in the Adoption Agreement. However, if the Participant had no Hours of Service on or after the first day of the first Plan Year beginning after December 31, 1984, there will be disregarded any Service prior to the date on which the Participant attained the age specified for this purpose by the Plan in effect at that time.

(B) Service prior to the earliest date on which any Controlled Group Member first maintained the Plan (or a predecessor plan). For this purpose, a Controlled Group Member is not deemed to have maintained the Plan (or a predecessor plan) prior to the date on which it becomes a Controlled Group Member with respect to any Employee of another Controlled Group Member.

(2) Service with an employer prior to the date on which such employer becomes a Controlled Group Member unless recognized under Sec. 2.57 (relating to credit for service with a Predecessor Employer). However, if an employer maintained the Plan (or a predecessor plan) prior to becoming a Controlled Group Member, such prior service with such employer will not be disregarded pursuant to this provision.

(3) If the Plan was initially effective as of a date prior to the date it first became subject to ERISA,

Service before the date the Plan first became subject to ERISA will be disregarded if such Service would have been disregarded under the provisions of the Plan regarding breaks in service in effect from time to time prior to such date, whether or not those provisions were expressly designated as relating to "breaks in service," provided the Participant incurred a loss or forfeiture of prior vesting or benefit accruals or was denied eligibility to participate by reason of separation from service or failure to complete a required period of service within a specified period of time.

(g) Forfeiture of Non-Vested Portion. The nonvested portion of a Contribution Account will become a Forfeiture on the earliest of the following dates:

(1) The date the vested portion of all of the Participant's Contribution Accounts has been distributed to the Participant in full following Termination of Service (or immediately upon Termination of Service if the Participant has no vested right to any portion of his/her Contribution Accounts under the Plan). In no event, however, will any portion of a contribution be recognized as a Forfeiture prior to the date the contribution is paid into the Trust Fund.

(2) The date the Participant incurs a Break in Service of five years.

(3) The date the Participant dies, if the Participant dies after Termination of Service or if death prior to Termination of Service does not result in full vesting in such Contribution Account.

An assignment made to an alternate payee under a qualified domestic relations order (as defined in Code § 414(p)) will be treated as a distribution for purposes of the above paragraph.

A Participant will lose all claim to the forfeited nonvested portion of a Contribution Account when the Forfeiture occurs. The amount of the Forfeiture will then be transferred to a Pending Allocation Account and will be applied as specified in the Adoption Agreement.

(h) Reinstatement Upon Return to Service. If a Participant resumes employment with any Controlled Group Member after a Forfeiture but before he/she has a Break in Service of five or more years:

(1) If the Participant was not vested in any portion of a Contribution Account when the Forfeiture occurred, an amount will be restored to the Contribution Account equal to the balance of the Contribution Account as of the date of the Forfeiture. The restoration will occur at such time as may be deemed appropriate by the Lead Employer, but not later than the end of the Plan Year following the Plan Year in which the Participant returns to employment.

(2) If the Participant received a distribution of all or any portion of a Contribution Account, the Participant may repay to the Plan the full amount of the distribution previously made from the Contribution Account (without regard to gains and losses) at any time prior to the earlier of the date he/she has a Break in Service of five years, or the fifth anniversary of the date on which he/she resumes employment. If such a repayment is made, an amount will be restored to the Contribution Account equal to the amount of the prior Forfeiture from such Contribution Account. The restoration will occur at such time as may be deemed appropriate by the Lead Employer, but not later than the end of the Plan Year following the Plan Year in which the repayment is made by the Participant.

If the repayment is made by the Participant on a pre-tax basis from a "conduit" individual retirement account, such repayment will be credited to the Contribution Account to which the restoration will occur under the Plan. Otherwise, if the payment is made by the Participant on an after-tax basis, such repayment will be credited to an Employee Forfeiture Restoration Account established for the Participant, and the Participant will have a tax basis (or an additional tax basis) in the Plan equal to the Employee Forfeiture Restoration Contribution.

(3) At the direction of the Lead Employer, amounts to be restored pursuant to the above may be obtained from amounts, if any, credited to any Pending Allocation Account that reflects Forfeitures. If such Pending Allocation Account is not sufficient or if the Lead Employer does not direct its use for this purpose, the restoration amount (or the remaining portion thereof) will be obtained as follows:

(A) If the Plan is a profit sharing plan, the amount may be obtained from any Employer Regular Profit Sharing Contributions made under a variable formula for the Plan Year before any allocations are made under such formula to Participants. If the Plan does not provide for such contributions or if such contributions would otherwise not be sufficient, an additional contribution will be made equal to the amount remaining to be restored without regard to the limitations of Code § 415.

(B) If the Plan is a money purchase pension plan, an additional contribution will be made equal to the amount to be restored without regard to the limitations of Code § 415.

(i) Disregard of Certain Post-Break Service for Pre-Break Vesting. If the Participant has a Break in Service of five years or more (or had a Break in Service of one year or more prior to the first day of the first Plan Year beginning in 1985), for purposes of determining the vested portion of an Employer Regular Matching or Regular Profit Sharing Contribution Account, or Employer Regular Pension Contribution Account, which accrued before such break, Service after the Break in Service will not be taken into account.

(j) Segregated Account Upon Return to Employment.

(1) If an Employee who is less than fully vested in a Contribution Account resumes employment with any Controlled Group Member before distribution of the vested portion of such Contribution Account but after the Forfeiture of the non-vested portion of such Contribution Account, and if at the time of the return such Contribution Account would otherwise be subject to a vesting schedule, such Contribution Account will be retained as a separate Contribution Account which will be fully vested and to which no additional contributions may be allocated.

(2) If a Participant received a distribution of the full vested portion of a Contribution Account and resumes employment with any Controlled Group Member before the Forfeiture of the non-vested portion of such Contribution Account and does not repay the distribution, such Contribution Account will be retained as a separate Contribution Account to which no additional contributions may be allocated, and the vested portion of such Contribution Account will be determined using the formula in effect under subsection (c).

(k) Amendment to Vesting Schedule. If the Plan is amended in a way that directly or indirectly changes the vesting schedule or affects the computation of the vested percentage, each Participant who has at least three years of Service as of the date of the amendment will be permitted to elect within the election period to have his/her vested percentage computed without regard to such amendment or change.

The date of the amendment for this purpose is the later of the effective date or adoption date of the amendment.

The "election period" for this purpose will be a reasonable period determined by the Plan Administrator commencing not later than the date on which the amendment is adopted and ending no earlier than 60 days after the latest of the date on which the amendment is adopted, the date on which the amendment becomes effective, or the date on which the Participant is informed of the amendment. Notwithstanding the foregoing, an election opportunity need not be provided to any Participant whose vested percentage under the Plan, as amended, cannot at any time be less than the vested percentage determined without regard to the amendment.

Any amendment under this subsection (k) will also comply with the requirements of Code § 411(a) and 411(d)(6), and Treas. Reg. § 1.411(d)-3(a)(3).

(l) Forfeiture in Event of Missing Participant or Beneficiary. If a Participant or Beneficiary cannot be found after reasonable effort, the Benefit (or remaining portion thereof) of such Participant or Beneficiary will be transferred to an individual retirement account or annuity, to the extent the Benefit is subject to the provisions of Sec. 12.4(b) (unless an individual retirement account or annuity cannot be established due to the Participant or Beneficiary providing an incorrect tax identification number to the Participating Employer). Otherwise, such Benefit will be treated as a Forfeiture, or will be applied in such other manner as may be directed by the Plan Administrator and is authorized by the Internal Revenue Service and Department of Labor (including payment to any account authorized by law).

In the event of a Forfeiture, if the individual is subsequently located, the Contribution Accounts will be restored pursuant to subsection (h)(4) either under the Plan (prior to its termination) or under another qualified defined contribution plan then maintained by a Controlled Group Member. If no plan is then being maintained by any Controlled Group Member, restoration will be made by means of a distribution from business assets of the Controlled Group Members or other method deemed appropriate by the Plan Administrator.

In the event that a Participant or Beneficiary has rights to reinstatement of balances previously forfeited under the provisions of this subsection, and there is no longer a Plan Administrator who is actively serving in such capacity or the Plan is subject to the deemed abandonment provisions of Sec. 16.5, the Trustee (or qualified termination administrator) may take such action as may be necessary or desirable to escheat (or transfer to the applicable abandoned property fund) any interest of the Participant or Beneficiary pursuant to applicable law.

10.3 Special Vesting Provisions Related to Life Insurance Policies. Special vesting provisions may apply with respect to life insurance policies held within a Contribution Account as provided in Article IX.

ARTICLE XI – WITHDRAWALS AND LOANS

SEC 11.1 APPLIES ONLY IF THE PLAN IS A MONEY PURCHASE PENSION PLAN.

11.1 Withdrawals Prior to Termination of Service – Money Purchase Pension Plan. A Participant may make a withdrawal from his/her Contribution Accounts prior to Termination of Service as provided in the Adoption Agreement, subject to the following:

(a) Withdrawals from Employee Rollover Contribution Accounts. A withdrawal from an Employee Rollover Contribution Account will be allowed at any time and for any reason.

(b) Withdrawals from Employer Regular Pension Contribution Accounts. A withdrawal from an Employer Regular Pension Contribution Account will not be allowed prior to Normal Retirement Age or such later age as may be specified in the Adoption Agreement.

Any withdrawal will be subject to the annuity requirements of Sec. 12.6.

SEC 11.2 APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

11.2 Withdrawals Prior to Termination of Service – Profit Sharing Plan. A Participant may make a withdrawal from his/her Contribution Accounts prior to Termination of Service as provided in the Adoption Agreement, subject to the following:

(a) Withdrawals from Employee Rollover Contribution Accounts. A withdrawal from an Employee Rollover Contribution Account will be allowed at any time and for any reason.

(b) Withdrawals from Employer Regular Matching and Regular Profit Sharing Contribution Accounts. A withdrawal from an Employer Regular Matching or Regular Profit Sharing Contribution Account that is allowed without regard to whether the Participant has attained a specified age or completed a specific number of years of service or participation will be limited so that immediately after such withdrawal the value of the Contribution Account is not less than the greater of:

(1) The value of such Contribution Account immediately prior to the withdrawal, minus the value of such Contribution Account 24 months prior to the date of the withdrawal.

(2) The aggregate amount of Employer Regular Matching or Regular Profit Sharing Contributions allocated to such Contribution Account during the 24 months prior to the date of the withdrawal.

If so specified in the Adoption Agreement this limit will cease to apply after the Participant has been an Active Participant in the Plan for five years, and will not apply to any withdrawal for Hardship.

(c) Hardship Withdrawals. A withdrawal from a Contribution Account that is allowed on account of Hardship, will be subject to the following rules:

(1) A withdrawal will not be allowed from any of the following Contribution Accounts prior to age 59½: Qualified Profit Sharing Contribution Account; Qualified Matching Contribution Account; Employer Regular Matching Contribution Account (or the subaccount thereunder) that reflects Employer Regular Matching Contributions that were treated as ADP Amounts and included in the Actual Deferral Percentage Test of Code § 401(k); Employer Regular Profit Sharing Contribution Account (or the subaccount thereon) that reflects Employer Regular Profit Sharing Contributions that were treated as ADP Amounts and included in the Actual Deferral Percentage Test of Code § 401(k) or were treated as ACP Amounts and included in the Actual Contribution Percentage Test of Code § 401(m).

(2) A withdrawal will not be allowed from an Employee 401(k) Contribution Account prior to age 59½ in an amount greater than the balance of such Account as of the last day of the last Plan Year ending before July 1, 1989 (or such later date specified in Treas. Reg. § 1.401(k)-1(d) or such earlier date specified by the Plan Administrator), plus the amount of Employee 401(k) Contributions (but not earnings attributable thereto) added to such Contribution Account after such date and minus the amount of all prior withdrawals for Hardship after such date from such Contribution Account.

(3) A withdrawal must be on account of an immediate financial need, and must be necessary to satisfy such need, determined as follows:

(A) A withdrawal will be on account of an immediate financial need if it is for one of the reasons specified as being a Hardship.

The Plan Administrator will be responsible for determining the existence of a Hardship. The Plan Administrator may rely on the representation as to the existence of a Hardship given by the Participant, or may require the Participant to prove a Hardship by such evidence as may be required by the Plan Administrator.

(B) A withdrawal will be deemed to be necessary to satisfy an immediate financial need only if the following are satisfied:

(i) The amount of the withdrawal may not exceed the amount of the immediate financial need (adjusted to reflect income taxes or penalties reasonably expected to result from the distribution, unless an option is available and is elected in the Adoption Agreement not to allow such adjustment).

The Plan Administrator will be responsible for determining the amount of the Hardship. The Plan Administrator may rely on the representation as to that amount given by the Participant, or may require the Participant to provide the amount by such evidence as may be required by the Administrator.

(ii) The Participant must have obtained all withdrawals and distributions, other than withdrawals for Hardship, and all nontaxable loans currently available under the Plan and all other plans maintained by any Controlled Group Member.

(iii) The Participant's Employee 401(k Contributions will be suspended starting as soon as administratively practicable after such withdrawal, and continuing for the applicable suspension period. At the end of the suspension period, the Participant may make a new pay reduction agreement (if otherwise permitted under the Plan) to be effective as of such date as would otherwise apply under the Plan had he/she voluntarily elected to discontinue his/her Employee 401(k) Contribution Contributions (thus, the suspension period may extend beyond the applicable suspension period). Alternatively, the Lead Employer may automatically reinstate a Participant's prior pay reduction agreement at the end of the suspension period (unless the Participant directs otherwise), provided a uniform and nondiscriminatory practice is followed with respect to all Participants.

The Participant's Elective Deferrals and voluntary contributions under all other qualified and nonqualified plans of deferred compensation maintained by any Controlled Group Member will be suspended starting as soon as administratively practicable after such withdrawal, and continuing for an applicable suspension period. If such plan does not provide for such suspension, the Plan Administrator will be responsible for ensuring that an otherwise legally enforceable agreement provides for such suspension (e.g., an employment agreement, or separate agreement providing solely for such suspension).

The "applicable suspension period" for this purpose is six months.

The Plan Administrator may direct that the conditions specified in (ii) and (iii) will apply only in the case of a withdrawal from an Employee 401(k) Contribution Account and/or only to a withdrawal made prior to age 59½.

(d) Age and/or Service Withdrawals. A withdrawal from any Contribution Account that is allowed based on age and/or Service may be made without showing Hardship and without regard to any limits otherwise imposed under subsection (b).

(e) Withdrawals from Money Purchase Plan Contribution Accounts. A withdrawal from any Contribution Account that holds contributions made under a money purchase pension plan (for example, such accounts may have been transferred from a money purchase plan to this Plan or this Plan previously may have been amended from being a money purchase plan to being a profit sharing plan) will be subject to the withdrawal restrictions of Sec. 11.1 and the annuity requirements of Sec. 12.6.

(f) Withdrawals Limited to "Withdrawal Balance". The amount of any withdrawal from any Contribution Account may not exceed the withdrawal balance of such Contribution Account.

For this purpose, the "withdrawal balance" of a Contribution Account is the vested balance, minus the portion thereof attributable to any outstanding loan or life insurance, or any illiquid investment, or that is subject to any other limit on withdrawal resulting from application of law or the express terms of the Plan.

(g) Spousal Consent. If the Participant is subject to the annuity requirements of Sec. 12.6, those requirements will also apply to withdrawals under this section.

11.3 Minimums/Maximums; Source of Funds. The Plan Administrator may establish a minimum amount for a withdrawal and/or a maximum number of withdrawals that may be taken within a specified period. The Plan Administrator also may establish ordering rules specifying how withdrawals are to be drawn from the various Contribution Accounts of a Participant and from the various investments of a Contribution Account, including excluding an investment from such withdrawal unless such exclusion would violate the Code or ERISA. The Plan Administrator may also allow a Participant to select the order in which withdrawals are to be drawn. In the absence of such rules, or in the absence of directions, withdrawals will be drawn from the various Contribution Accounts on a pro-rata basis based on the available balance of each Contribution Account, and the investments of a Contribution Account will be liquidated on a pro-rata basis.

11.4 Participant Loan Program. Generally, Participant loans are not allowed under the Plan, subject to the following:

Regardless of whether a participant loan program exists under the Plan, the Lead Employer may, on a uniform and nondiscriminatory basis, accept a transfer of an outstanding loan made under the plan of a Predecessor Employer on behalf of an individual who becomes an Employee. The Lead Employer may accept a transfer of an outstanding loan even if Employee Rollover Contributions are not otherwise allowed under the Plan, even if the Plan does not otherwise accept a transfer of account balances from the plan of the Predecessor Employer, or even if the Employee is not entitled to a distribution from the plan of the Predecessor Employer. Such loan (and cash amounts resulting from repayment of such loan and investment of such cash amounts) will be credited to a Contribution Account(s) of the same type as the type to which the loan was credited under the plan of the Predecessor Employer, but the optional forms of payment that were available under the plan of the Predecessor Employer will not be available under the Plan.

To the extent that any declared disaster zones are determined, by appropriate federal action, to be eligible for benefits under Code § 1400Q(c) and to the extent directed by the Plan Administrator, loans may be made and administered consistent with Code § 1400Q(c), as so modified.

11.5 Special Declared Disaster Distributions. To the extent that any declared disaster zones are determined, by appropriate federal action, to be eligible for benefits under Code § 1400Q(a) and to the extent directed by the Plan Administrator, the withdrawal provisions of the Plan are thus amended (or withdrawal rights are added) to allow for such qualified disaster distributions consistent with Code § 1400Q, as so modified. To the extent that any other federal laws, including but not limited to the Tax Cuts and Jobs Act of 2017 and the Bipartisan Budget Act of 2018, provide for additional disaster distributions, and to the extent directed by the Plan Administrator, the withdrawal provisions of the Plan are thus amended (or withdrawal rights are added) to allow for such qualified disaster distributions consistent with the applicable federal law.

11.6 Qualified Reservist Distributions.

(a) Generally. To the extent that the Plan Administrator directed that "Qualified Reservist Distributions" be made to an Employee or Former Employee consistent with Code § 72(t)(2)(G), the withdrawal provisions of the Plan are amended (or withdrawal rights are added) to allow for such qualified reservist distribution consistent with Code § 72(t)(2)(G).

(b) Qualified Reservist Distributions. A "Qualified Reservist Distribution" is a distribution made by the Plan:

(1) From elective deferrals (as described in Code § 402(g)(3)(A)) under the Plan;

(2) To an Employee or Former Employee who was (by reason of being a member of a reserve component, as defined in title 37 of the United States Code) order or called to active duty after September 11, 2001 for a period in excess of 179 days or for an indefinite period; and

(3) During the period beginning on the date of such order or call and ending at the close of the active duty period.

11.7 Deemed Severance Distributions for Members of the Uniformed Services. If so specified in the Adoption Agreement (or addendum), the following special rules apply:

(a) Generally. To the extent specified in the Adoption Agreement (or addendum) and subject to the requirements of this Sec. 11.7, a Participant who has not experienced a severance from employment (within the meaning of Code § 401(k)(2)(B)(i)(I)), but who is in the uniformed service (as defined in (b) below) will be "deemed" to have experienced a severance from employment and will be eligible to receive an in-service distribution from the Participant's elective deferrals (as described in Code § 402(g)(3)(A)) under the Plan. Such a distribution is called a "Deemed Severance Distribution" for purposes of the Plan.

(b) Uniformed Service. For purposes of this Sec. 11.7, "uniformed service" means performing service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) while on active duty for a period of more than 30 days.

(c) Suspension of Contributions. If a Participant takes a Deemed Severance Distribution from the Plan, the Participant's Employee 401(k) Contributions will be suspended starting as soon as administratively practicable after such withdrawal and continuing for 6 months. At the end of the suspension period, the Participant may make a new pay reduction agreement (if otherwise permitted under the Plan) to be effective as of such date as would otherwise apply under the Plan had he/she voluntarily elected to discontinue his/her Employee 401(k) Contribution (thus, the suspension period may extend beyond 6 months). Alternatively, the Lead Employer may automatically reinstate a Participant's prior pay reduction agreement at the end of the 6 month suspension period (unless the Participant directs otherwise), provided a uniform and nondiscriminatory practice is followed with respect to all Participants.

(d) Special Rules. The following special rules apply to Deemed Severance Distributions:

(1) If the Plan provides for Qualified Reservist Distributions and the Participant is eligible for a Qualified Reservist Distribution under both Sec. 11.6 and this Sec. 11.7, the distribution will be deemed to be a Qualified Reservist Distribution and the limitation of this Sec. 11.7 will not apply to the distribution.

(2) If the distribution qualifies for any other type of withdrawal prior to Termination of Service that is available under the Plan, the distribution will be deemed to be the other type of withdrawal and the limitations of this Sec. 11.7 will not apply to the distribution.

(3) If, prior to the date of the distribution, the Participant has experienced a severance from employment (within the meaning of Code § 401(k)(2)(B)(i)(I)), the limitations of this Sec. 11.7 will not apply to the distribution.

ARTICLE XII – DISTRIBUTIONS AFTER TERMINATION OF SERVICE

12.1 Distributions to Participants. A Benefit will be paid (or commence to be paid) to the Participant in accordance with the terms of this Article following his/her Termination of Service (for any reason other than death), and by his/her Required Beginning Date.

12.2 Distributions to Beneficiaries. That portion of a Benefit that has been assigned to a Beneficiary will be paid (or commence to be paid) to the Beneficiary in accordance with the terms of this Article after the death of the Participant.

12.3 Time, Method and Medium of Payment. The Benefit will be paid to a Participant or Beneficiary as follows:

(a) Time of Payment.

(1) Payment will be made (or commence) to a Participant at such time after Termination of Service as the Participant may elect. However, payment will be made not later than the earliest of:

(A) The Participant's Required Beginning Date; or

(B) Unless the Participant elects to further defer commencement, the 60th day after the later of:

(i) The close of the Plan Year in which the Participant reaches age 65 or Normal Retirement Age, if earlier; or

(ii) The close of the Plan Year in which the Participant's Termination of Service occurs.

However, if the amount of the payment to be made to a Participant cannot be ascertained by the later of the dates specified in (i) or (ii), a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained.

The failure by a Participant to elect a distribution when an election is required under the Plan will be deemed for this purpose to be an election to defer the distribution.

(2) Payment will be made (or commence) to a Beneficiary at such time after the death of the Participant as the Beneficiary may elect. However, payment will be made (or commence) not later than the latest date allowed under the minimum distribution rules of Code § 401(a)(9), as implemented under the Plan.

(b) Methods of Payments. Payment will be made by one or a combination of the methods specified in the Adoption Agreement, subject to the annuity requirements of Sec. 12.6 and the minimum distribution rules of Sec. 12.7.

If partial distributions are allowed under the Adoption Agreement, the Plan Administrator may establish in a nondiscriminatory manner a minimum amount for a partial distribution and/or a maximum number of partial distributions that may be taken within a specified period. The Plan Administrator also may establish in a nondiscriminatory manner a methodology of systematic partial distributions whereby a Participant or Beneficiary may elect that partial distributions be automatically paid on a periodic basis, with the amount and frequency of each payment being determined pursuant to the methodology established by the Plan Administrator. The Participant or Beneficiary may at any time choose to stop receiving partial distributions once they have started under an automatic payment methodology. While the right to receive partial distributions is an optional form of payment that may be eliminated only in accordance with Treas. Reg. § 1.411(d)-4, the Plan Administrator may from time to time change the minimum amount for a partial distribution, the maximum number of partial distributions within a specified period or the methodology used to calculate automatic partial distributions.

(c) Medium of Payment. Payment will be made in cash. Notwithstanding the above, a Participant or Beneficiary may elect to receive payment in the form of Qualifying Employer Securities to the extent.

12.4 Cash-Out/Automatic Rollover of Small Benefits.

(a) Cash-Outs. A Benefit that does not exceed the cash-out amount will be paid in a single-sum to the Participant or Beneficiary on or as soon as administratively practicable following Termination of Service or the death of the Participant. In the event of death of the Participant after the earliest payment date on which he/she could have received payment, the Benefit will be paid to his/her Beneficiary as soon as administratively practicable after the death of the Participant.

If a Benefit exceeds the cash-out amount as of the payment date specified in the prior paragraph, but subsequently falls below the cash-out amount for any reason prior to the commencement of installment or annuity payments to the Participant or Beneficiary (for example, because of distributions or investment losses), the Plan Administrator may then direct that the Benefit be paid in a single-sum to the Participant or Beneficiary. The Plan Administrator will be responsible for monitoring Benefits to determine whether and when payments are appropriate under this section.

If a Benefit is zero, the Participant will be deemed to have received full distribution of the Benefit as of his/her Termination of Service for purposes of applying the Forfeiture rules of Sec. 10.2(g).

The "cash-out" amount for this purpose is $0; except that a cash-out amount of $5,000 will apply to a Participant with respect to any distribution made on or after the Participant attains the later of age 62 or Normal Retirement Age, and/or will apply to a distribution to a Beneficiary

(b) Automatic Rollovers. A Benefit payable to a Participant that exceeds the cash-out amount but does not exceed the automatic rollover amount will, in lieu of a cash-out under paragraph (a), be transferred in a direct rollover to an individual retirement account or annuity in the name of the Participant with a financial institution designated for this purpose by the Plan Administrator unless the Participant makes an affirmative election to receive a distribution or have the Benefit rolled over to another Eligible Retirement Plan. The Participant, after such rollover, will have the rights provided to account holders under the terms of the individual retirement account or annuity and will have no further rights under this Plan.

This automatic rollover provision will be administered in accordance with the requirements of Code § 401(a)(31)(B).

The "automatic rollover amount" for this purpose is $5,000.

12.5 Consent Requirements. If a Benefit exceeds the cash-out amount (as defined in Sec. 12.4), the Participant must consent to any distribution made prior to the date he/she attains the later of age 62 or Normal Retirement Age in accordance with the following:

(a) Consent Within 90 Days. The consent must be obtained no more than 90 days prior to the Benefit Starting Date. Payment will be delayed to the extent necessary to satisfy the information requirement under subsection (e), or any other information requirement imposed under the Code.

(b) Spousal Consent. If the Participant is subject to the annuity requirements of Sec. 12.6, his/her Spouse, if any, must also consent to any distribution made to the Participant other than a distribution to purchase a Qualified Joint and Survivor Annuity. In addition, if the Participant is subject to the annuity requirements of Sec. 12.6 and the portion of the Benefit payable to the Surviving Spouse following the death of the Participant is more than the cash-out amount, the Surviving Spouse must consent to any distribution made prior to the date the Participant would have attained the later of age 62 or Normal Retirement Age. Any required consent by a Spouse or Surviving Spouse will be subject to the same information distribution and election period requirements that apply to the Participant.

(c) No Consent for Required Distributions. Neither the consent of the Participant nor his/her Spouse is required to the extent that a distribution is required to satisfy Code § 401(a)(9) or 415, or reflects a refund of Excess Deferrals to comply with Code § 402(g) or a return of contributions under the Actual Deferral Percentage Test of Code § 401(k), or the Actual Contribution Percentage of Code § 401(m).

(d) No Consent on Termination of Plan. Upon termination of the Plan:

(1) If the Plan is a profit sharing plan and does not offer an annuity option purchased from a commercial provider, and if no other defined contribution plan (other than an employee stock ownership plan as defined in Code § 4975(e)(7)) is maintained by any Controlled Group Member, a Benefit may, without consent, be distributed to the Participant or Beneficiary.

(2) Otherwise, a Benefit may, without consent, be transferred to another defined contribution plan (other than an employee stock ownership plan as defined in Code § 4975(e)(7)) maintained by any Controlled Group Member if the Participant or Beneficiary does not elect an immediate distribution of such Benefit.

(e) Information Requirements. The Plan Administrator will provide the Participant with sufficient information regarding the optional forms of payment available under the Plan to ensure the validity of any consent required under Code §§ 411(a)(11) and 417 and the consequences of failing to defer any distribution. This information will be provided no less than 30 days and no more than 90 days prior to the Benefit Starting Date (or will be provided together with the information described in Sec. 12.6(d)). However, the Benefit Starting Date may be less than 30 days after such information is provided if the Plan Administrator provides the Participant with an explanation of the right of the Participant to have at least 30 days to consider whether or not to elect a distribution and the Participant, after receiving such explanation, affirmatively elects a distribution.

The information described above may be provided more than 90 days prior to the Benefit Starting Date under circumstances expressly authorized in Treas. Reg. 1.411(a)-11(c), but only if the Plan Administrator then provides the Participant with a summary of such information within the time period specified in the prior paragraph.

12.6 Annuity Requirements.

(a) Participants to Whom This Section Applies. The annuity requirements set forth in this section apply to the following Participants:

(1) If the Plan is a money purchase pension plan, the annuity requirements apply to all Participants.

(2) If the Plan is a profit sharing plan, the annuity requirements apply:

(A) To any Participant with respect to whom the Plan is a direct or indirect transferee of a defined benefit plan, a money purchase pension plan (including a target benefit plan), or, except as otherwise permitted under Code § 411(d)(6) and the regulations thereunder, a profit sharing or stock bonus plan which is subject to the annuity requirements of Code § 417 (other than an elective transfer under Treas. Reg. § 1.411(d)-4 or a transfer made prior to January 1, 1985), but only to the extent of the balance of the Contribution Account or subaccount thereunder that reflects amounts attributable to the transfer from such other plan to the Plan. If the annuity requirements apply to any Participant because of this paragraph (A), the Plan Administrator may direct that the annuity requirements apply to all Contribution Accounts of such Participant and/or may direct that the annuity requirements apply to all Participants.

(B) To any Participant who is eligible and elects to receive a distribution in the form of a life contingent annuity under the Plan.

If the Plan is a profit sharing plan, and the annuity requirements apply to a Participant because the Plan is a direct or indirect transferee of a profit sharing plan which states that the Participant is subject to the survivor annuity requirement of Code § 417 as provided in subparagraph (A), the Plan may be amended so that the annuity requirements apply only under the circumstances provided in subparagraph (B).

However, the annuity requirements apply to a Participant described above only if he/she has at least one Hour of Service on or after August 23, 1984, or he/she does not have at least one Hour of Service on or after August 23, 1984, his/her benefit payments have not commenced prior to such date and he/she elects to have this section apply.

(b) Qualified Joint and Survivor Annuity. A Participant's Benefit will be applied to purchase the following form of annuity unless a different form of payment is elected pursuant to a Qualified Election made within the period beginning 90-days prior to the Benefit Starting Date and ending 30 days after the information is given under Sec. 12.5(e) (or, if later, on the Benefit Starting Date):

(1) If the Participant has a Spouse, a Qualified Joint and Survivor Annuity.

(2) If the Participant does not have a Spouse, a life annuity for the Participant.

The Participant may elect to have the payments under such an annuity start as of any date on or after the earliest payment date specified in the Sec. 12.3(a).

(c) Qualified Preretirement Survivor Annuity. The Participant's Benefit will be applied to purchase a Qualified Preretirement Survivor Annuity if the Participant dies before the Benefit Starting Date and he/she has a Spouse, unless a waiver and designation of Beneficiary is made pursuant to a Qualified Election made within the period specified below, or the Spouse makes a Qualified Election of some other form of payment following the death of the Participant.

(1) A Participant may make a Qualified Election to waive the Qualified Preretirement Survivor Annuity and designate a Beneficiary at any time on or after the first day of the first Plan Year in which he/she attains age 35 and prior to his/her death. If the Participant's Termination of Service occurs prior to the first day of the Plan Year in which the Participant attains age 35, a waiver and designation of Beneficiary may be made by the Participant at any time after the Termination of Service.

(2) The Plan Administrator may permit a Participant who will not attain age 35 as of the end of the current Plan Year to make a special Qualified Election to waive the Qualified Preretirement Survivor Annuity and designate a Beneficiary for the period beginning on the date of such election and ending on the first day of the Plan Year in which he/she attains age 35. Such election will not be valid unless the Participant receives an explanation of the Qualified Preretirement Survivor Annuity as provided in subsection (e). The Qualified Preretirement Survivor Annuity 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 this section.

(3) An election by a Surviving Spouse may be made at any time after the death of the Participant and prior to the Benefit Starting Date. The Surviving Spouse may elect to have an immediate commencement annuity purchased and distributed from the Plan.

(d) Explanation of Qualified Joint and Survivor Annuity. In the case of a Qualified Joint and Survivor Annuity, or life annuity for the Participant, the Plan Administrator will provide the Participant with an explanation of:

(1) The terms and conditions of the life annuity or Qualified Joint and Survivor Annuity and the qualified optional survivor annuity;

(2) The Participant's right to make, and the effect of, an election to waive the life annuity or Qualified Joint and Survivor Annuity;

(3) The rights of the Participant's Spouse; and

(4) The right to make, and the effect of, or revocation of a previous election to waive the life annuity or Qualified Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treas. Reg. § 1.417(a)(3)-1.

The above information will be provided no less than 30 days and no more than 90 days prior to the Benefit Starting Date. However, the information may be provided less than 30 days prior to the Benefit Starting Date (and may be provided after the Benefit Starting Date) if the Participant is given an explanation of the right of the Participant to have at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with the consent of his/her Spouse) a form of payment other than a Qualified Joint and Survivor Annuity, and the right of the Participant to revoke any payment form election at any time prior to the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided (or, if later, until the Benefit Starting Date).

Benefit payments will be delayed to the extent necessary to satisfy the requirements of this subsection, but not beyond the latest commencement date permitted under the Plan.

(e) Explanation of Qualified Preretirement Survivor Annuity. In the case of the Qualified Preretirement Survivor Annuity, the Plan Administrator will provide the Participant with an explanation of the Qualified Preretirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation of the Qualified Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treas. Reg. §1.417(a)(3)-1. This information will be provided within the following applicable period:

(1) The applicable period is whichever of the following periods ends last:

(A) 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;

(B) A reasonable period ending after the Employee becomes a Participant; or

(C) A reasonable period ending after this section first applies to the Participant.

Notwithstanding the foregoing, this information must be provided within a reasonable period ending after Termination of Service in the case of a Participant whose Termination of Service occurs before age 35.

(2) For purposes of applying paragraph (1), a reasonable period ending after the enumerated events described in subparagraph (B) and (C) is the period beginning one year prior to the date the applicable event occurs and ending one year after that date. In the case of a Participant whose Termination of Service occurs before the Plan Year in which he/she reaches age

35, the information will be provided within the period beginning one year prior to and ending one year after Termination of Service. If such a Participant thereafter returns to employment with any Controlled Group Member, the applicable period will be redetermined for such Participant.

(f) Responsibility for Annuity Purchase. The Plan Administrator will be responsible for selecting the issuer of any annuity contract purchased under the Plan.

(g) Definitions. The following definitions apply for purposes of this section (or where the context requires elsewhere in the Plan):

(1) "Benefit Starting Date" – means the first day of the first period for which a benefit is paid as an annuity or in any other form available under the Plan.

In the case of a single-sum distribution, the date of such distribution is the Benefit Starting Date. In the case of installments or distributions under a methodology of systematic partial distributions, the start of installments or the start of distributions under such methodology is a Benefit Starting Date.

(2) "Qualified Election" – means an election that satisfies the following requirements:

(A) An election will not be effective unless:

(i) The Participant's Spouse consents to the election;

(ii) The election designates a specific Beneficiary (including any class of Beneficiaries or any contingent Beneficiaries) which may not be changed without consent of the Spouse (or the Spouse expressly permits designations by the Participant without any further consent of the Spouse);

(iii) The election designates a specific form of benefit payment which may not be changed without consent of the Spouse (or the Spouse expressly permits designations by the Participant without any further consent of the Spouse).

In the case of installments or systematic partial distributions, the ability of the Participant to modify the distribution amount or frequency, or discontinue payments, is a feature of that form of benefit payment and, accordingly, such modifications made by the Participant will not be considered a change in the form of payment for purposes of the above paragraph;

(iv) The Spouse's consent acknowledges the effect of the election; and

(v) The Spouse's consent is witnessed by a notary public or a representative of the Plan.

However, if it is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located, a waiver by the Participant will be deemed a Qualified Election.

(B) Any consent by a Spouse (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 further consent 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.

(C) A revocation of a prior election may be made by a Participant without the consent of his/her Spouse at any time before the Benefit Starting Date (or such later date as is specified in subsection (d)).

(D) No consent obtained under this paragraph will be valid to waive the Qualified Joint and Survivor Annuity unless the Participant has received the information required under subsection (d). No consent obtained under this paragraph will be valid to waive the Qualified Preretirement Survivor Annuity unless the Participant has received the information required under subsection (e).

(E) Any consent by a Spouse under this paragraph is irrevocable by the Spouse.

(3) "Qualified Preretirement Survivor Annuity" – means an annuity for the life of the Surviving Spouse of the Participant. The amount of such annuity is the amount of benefit which can be purchased with 100% of the Participant's Benefit.

(4) "Qualified Joint and Survivor Annuity" – means an immediate annuity for the life of the Participant with a survivor annuity for the life of his/her Spouse which is 50% of the amount of the annuity which is payable during the joint lives of the Participant and Spouse. The amount of such annuity is the amount of benefit which can be purchased with the Benefit.

(h) Qualified Optional Survivor Annuity. If a married Participant waives the Qualified Joint and Survivor Annuity (with the consent of the Participant's Spouse), the Participant may elect a qualified optional survivor annuity. A "qualified optional survivor annuity" is an annuity payable to the Participant for life with a survivor annuity for the remainder of the life of the Participant's surviving Spouse in an amount equal to 75% of the amount the Participant was receiving prior to death and which is the actuarial equivalent of the single life annuity payable for the life of the Participant.

12.7 Minimum Distributions.

(a) Minimum Distribution Rules. Payments will be made under the Plan as necessary to satisfy Code § 401(a)(9) and the regulations thereunder, including the minimum distribution incidental benefit requirement of Code § 401(a)(9)(G). The following minimum distribution rules

will apply for purposes of determining required minimum distributions.

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

(1) The life of the Participant;

(2) The joint lives of the Participant and a Designated Beneficiary;

(3) A period certain not extending beyond the Life Expectancy of the Participant; or

(4) A period certain not extending beyond the joint and last survivor expectancy of the Participant and a Designated Beneficiary.

(c) 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.

(d) Death of Participant Before Distributions Begin. If the Participant dies before minimum distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in paragraphs (5) or (6) below, 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.

(2) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in paragraphs (5) or (6) below, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no Designated Beneficiary as of the September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) 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 begin, this Sec. 12.7(d), other than paragraph (1), will apply as if the Surviving Spouse were the Participant.

For purposes of this Sec. 12.7(d) and Sec. 12.7(g) and (h), unless paragraph (4) above applies, distributions are considered to begin on the Participant's Required Beginning Date. If paragraph (4) above applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under paragraph (1). 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 under paragraph (1)), the date distributions are considered to begin is the date distributions actually commence.

(e) 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 Secs. 12.7(f), (g) and (h). 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 § 401(a)(9) and the regulations thereunder.

(f) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) The quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Treas. Reg. § 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

(2) 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 Account Balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. § 1.041(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.

Required minimum distributions will be determined under this Sec. 12.7(f) beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

(g) Minimum Distributions to Beneficiary – Death On or After Date Minimum Distributions Begin.

(1) If the Participant dies on or after the date minimum 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 Account Balance 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:

(A) 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.

(B) 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.

(C) 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 Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date minimum distributions begin and there is no Designated Beneficiary as of the 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 Account Balance 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.

(h) Minimum Distributions to Beneficiary – Death Before Date Minimum Distributions Begin.

(1) Except as provided in Sec. 12.7(d)(5) or (6) above, if the Participant dies before the date minimum 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 Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Sec. 12.7(g).

(2) If the Participant dies before the date distributions begin and there is no Beneficiary designated as of the September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Sec. 12.7(d)(1), this Sec. 12.7(h) will apply as if the Surviving Spouse were the Participant.

(i) Definitions. The following definitions apply for purposes of this section (or where the context requires elsewhere in the Plan):

(1) "Designated Beneficiary" – means the individual who is designated by the Participant (or by the Participant's Surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is a Designated Beneficiary under Code § 1.401(a)(9) and Treas. Reg. § 1.401(a)(9)-4.

(2) "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 which contains the Participant's Required Beginning Date. For distributions beginning after a Participant's death, the first Distribution Calendar Year is the calendar year in which the distributions are required to begin under Sec. 12.7(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 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.

(3) "Life Expectancy" – means the Life Expectancy computed by use of the Single Life Table found in Treas. Reg. § 1.401(a)(9)-9, Q&A-1.

(4) "Account Balance" – means the Account Balance 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 or forfeitures allocated to the 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 Account Balance 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.

(j) Transition Rules. Notwithstanding the foregoing, but subject to the annuity requirements of Sec. 12.6, distributions may be made to any Participant (including a five-percent owner, as defined in Code § 416) or Beneficiary pursuant to any designation made prior to January 1, 1984 which satisfied all the requirements of this subsection (regardless of when distributions commence):

(1) The distribution must be one which would not have disqualified the Plan under Code § 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(2) The distribution must be in accordance with a method of distribution designated by the Participant whose interest is being distributed or, if the Participant is deceased, by his/her Beneficiary.

(3) Such designation must have been in writing, signed by the Participant or the Beneficiary, and made before January 1, 1984.

(4) The Participant must have accrued a benefit under the Plan as of December 31, 1983.

(5) The method of distribution designated by the Participant or the Beneficiary must specify the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries listed in order of priority.

(6) A distribution upon death will not be covered by this subsection unless the designation contains

the required information described above with respect to the distributions to be made upon the death of the Participant.

(7) For any distribution which commenced before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirement in paragraphs (1) and (5).

(8) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code § 401(a)(9) and the regulations thereunder. 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 § 401(a)(9) and the regulations thereunder, but for the TEFRA § 242(b)(2) election. For calendar years beginning after 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 (not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as 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). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treas. Reg. § 1.401(a)(9)-8 Q&A-14 and Q&A-15 will control.

12.8 Direct Rollovers.

(a) Eligible Rollover Distributions. An Eligible Rollover Distributee may elect to have all or any portion of an Eligible Rollover Distribution of at least $500 (or such lesser amount as may be prescribed from time to time by the Plan Administrator) paid directly to one or more Eligible Retirement Plans. Such election must be made in such manner and in accordance with such rules as will be prescribed for this purpose by the Plan Administrator in a nondiscriminatory manner (including by means of voice response or other electronic media under circumstances authorized by the Plan Administrator).

An Eligible Rollover Distributee may not elect a direct rollover of any deemed distribution resulting from an outstanding loan under the Plan to a Participant.

(b) Tax Information Requirements. The Plan Administrator will provide the Participant with the tax information required under Code § 402(f) in such manner and in accordance with such timing rules as apply to the information required under Sec. 12.5(e).

The tax information required under Code § 402(f) may be provided more than 90 days prior to the Benefit Starting Date under circumstances expressly authorized in Treas. Reg. § 1.402(f)-1, but only if the Plan Administrator then provides the Participant with a summary of such information within the time period specified in Sec. 12.5(e).

(c) Defined Terms. The following definitions apply for purposes of this section (or where the context requires elsewhere in the Plan):

(1) "Eligible Rollover Distribution" – means any distribution of all or any portion of the balance to the credit of the Eligible Rollover Distributee except:

(A) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Rollover Distributee or the joint lives (or joint life expectancies) of the Eligible Rollover Distributee and his/her designated Beneficiary, or for a specified period of ten years or more;

If partial distributions are allowed under the Adoption Agreement and the Plan Administrator establishes a methodology for systematic partial distributions, then any distributions made under that methodology will be excepted under the prior paragraph only if (i) the methodology would result in substantially equal payments within the meaning of Notice 89-25 (or subsequent guidance issued by the Internal Revenue Service), and (ii) the methodology would necessarily result in payments over a period of at least 10 years (if the assumptions (if any) used in the methodology are true);

(B) Any distribution to the extent such distribution is a minimum distribution required under Code § 401(a)(9) that is paid on or after the January 1 of the calendar year prior to the calendar year in which falls the Required Beginning Date;

(C) The portion of any distribution that is not included in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Qualifying Employer Securities or Predecessor Employer Securities);

(D) Any distribution to the extent such distribution is attributable to a Hardship; or

(E) Any other amount excluded under regulations or other guidance issued by the Internal Revenue Service.

A distribution shall not fail to be an Eligible Rollover Distribution merely because a portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code § 408(a) or (b) or 408A, or to a qualified defined contribution plan described in Code § 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. The after-tax employee contributions may also be transferred to a qualified defined benefit plan described in Code § 401(a) or an annuity contract described in Code § 403(b) that agrees to separately account for amounts so transferred, including separate-

ly accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) "Eligible Rollover Distributee" – means:

(A) Any Employee or former Employee;

(B) The Surviving Spouse of any Employee or former Employee; or

(C) The Spouse or former Spouse of any Employee or former Employee who is the alternate payee under a qualified domestic relations order (as defined in Code § 414(p)).

(3) "Eligible Retirement Plan" – means an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), an annuity plan described in Code § 403(a) or a qualified trust described in Code § 401(a). An Eligible Retirement Plan also includes an annuity contract described in Code § 403(b), and an eligible plan under Code § 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

An Eligible Retirement Plan also means a Roth individual retirement account described in Code section 408A. The Eligible Rollover Distributee is solely responsible for determining whether the Eligible Rollover Distributee is eligible to make a direct rollover to a Roth individual retirement account and for determining the tax implications of any such rollover.

12.9 Source of Fund. The Plan Administrator may establish ordering rules specifying how distributions are to be drawn from the various Contribution Accounts of a Participant and from the various investments of a Contribution Account, or may allow a Participant or Beneficiary to select the order in which distributions are to be drawn. In the absence of such rules, or in the absence of directions, distributions will be drawn from the various Contribution Accounts on a pro-rata basis based on the available balance of each Contribution Account and the investments of a Contribution Account will be liquidated on a pro-rata basis.

12.10 Accounting Following Termination of Service. A Participant's Benefit (or the remaining part thereof) will continue to be revalued as of each Valuation Date in accordance with Article VIII until full distribution of the Benefit has been made to the Participant or Beneficiary. Payment of the premium on an annuity contract for a distributee will be considered a full distribution for this purpose.

12.11 Reemployment. Payments under the Plan (other than payments under an irrevocable annuity) will cease upon reemployment of a Participant by any Controlled Group Member (except as provided by the minimum distribution rules of Code § 401(a)(9)) and the Account will thereafter be available for withdrawal or distribution in accordance with the terms of the Plan.

12.12 Benefits Limited to Plan Assets. All benefits to which any Person is entitled under the Plan will be provided only out of the Plan Assets and only to the extent that the Plan Assets are adequate therefore. No benefits are provided under the Plan except those expressly described herein.

12.13 Minors and Incompetent Payees. If a Participant or Beneficiary is a minor, or if the Plan Administrator believes that a Participant or Beneficiary is not able to care for his/her affairs because of a mental or physical condition, payments due such individual may be made to his/her parent (in the case of a minor), guardian, conservator, legal personal representative (pursuant to a power of attorney) or other person recognized under State law upon the furnishing of evidence of such status that is satisfactory to the Plan Administrator. The Plan Administrator will have no liability with respect to payments so made and will have no duty to make inquiry as to the competence of any individual entitled to receive payments hereunder.

12.14 Benefits May Not Be Assigned or Alienated. A Participant's or Beneficiary's interest in the Plan may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, directly or indirectly, subject to the following:

(a) Domestic Relations Orders. This does not prohibit the Account of, or payments being made to, a Participant under the Plan from being assigned pursuant to a domestic relations order that is determined by the Plan Administrator to be a qualified domestic relations order (as defined in Code § 414(p)), or a domestic relations order entered before January 1, 1985. Such assignments will be subject to the provisions of Sec. 20.5.

(b) Convictions and Judgments. This does not prohibit a payment made (or eligible to be made) to a Participant under the Plan from being offset by an amount that the Participant is ordered or required to pay to the Plan if the following conditions are satisfied:

(1) The order or requirement to repay must arise under a judgment of conviction for a crime involving the Plan, under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of Part 4 of Subtitle B of Title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor and the Participant in connection with a violation (or alleged violation) of Part 4 of such Subtitle;

(2) The judgment, order, decree or settlement agreement must be issued or entered into on or after August 5, 1997;

(3) The judgment, order, decree or settlement agreement must expressly provide for the offset of all or part of the amount ordered or required to be paid to the Plan against the payment made (or eligible to be made) to the Participant under the Plan; and

(4) In a case in which the payment made (or eligible to be made) to the Participant is subject to the annuity requirements of Sec. 12.6, and the Participant has a Spouse at the time at which the offset is to be made, the Spouse must either:

(A) Consent to the offset (with such consent obtained in accordance with Sec. 12.6) or, have previously elected to waive the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity;

(B) Have been ordered or required in such judgment, order, decree or settlement to pay

an amount to the Plan in connection with a violation of Part 4 of Subtitle B of ERISA; or

(C) Have retained the right under such judgment, order, decree or settlement to receive a survivor annuity form of benefit pursuant to Code § 401(a)(11).

(c) Other Exceptions. This does not prohibit the Plan from recognizing any other assignment expressly allowed under Code § 401(a)(13) and ERISA, including, but not limited to:

(1) The enforcement of a Federal (but not State) tax levy, or collection on a judgment resulting from an unpaid tax assessment;

(2) Any arrangement for withholding of Federal, State or local tax from benefit payments;

(3) Any arrangement for the recovery of overpayments of benefits previously paid to a Participant or Beneficiary; or

(4) Any arrangement for direct deposit of benefit payments (including into a joint bank account for the Participant and his/her Spouse).

12.15 Conditions Precedent to Receipt of a Benefit. A Participant or Beneficiary is not entitled to a Benefit under the Plan until he/she has submitted all relevant data reasonably requested by the Plan Administrator (including, but not limited to, proof of birth or death), and until his/her right to that Benefit has been finally determined by the Plan Administrator.

12.16 Transfer to Other Qualified Plan. In lieu of distributing a Benefit under the Plan, the Plan Administrator may direct the Trustee to make a direct transfer of assets and liabilities from the Plan to some other plan which meets the requirements for qualification under Code § 401(a), subject to the following:

(a) No Effect on Qualification. Any such transfer will be made only if the Plan Administrator has received evidence acceptable to it that such transfer will not adversely affect the qualified status of the Plan, including evidence that the recipient plan is a qualified plan, that it contains provisions specifically authorizing it to receive direct transfers from other plans, and that the recipient plan will satisfy the applicable requirements of the Plan and the Code with respect to the transferred funds following the transfer (including but not limited to the requirements of Code § 411(d)(6) and 417).

(b) Notices. Any necessary notices will have been filed with the Internal Revenue Service at least 30 days prior to the date assets are transferred.

(c) No Rights After Transfer. In the event a transfer of assets and liabilities occurs under this section, each affected Participant or Beneficiary will thereafter be entitled to no further Benefit from the Plan based on Service prior to the transfer.

12.17 Tax Withholding. The Plan Administrator will be responsible for the withholding of all taxes which are required to be withheld from any payment under the Plan and will direct the Trustee regarding any such withholding, unless the Trustee has agreed to be responsible for tax withholding and remitting, in which case the Plan Administrator will provide all information reasonably requested by the Trustee to enable the Trustee to so withhold and remit.

12.18 Disputed Payments. The Plan Administrator or Trustee may withhold any payment to a Participant or Beneficiary if a dispute arises over the propriety of such payment until the dispute has been resolved by a court of competent jurisdiction or settled by the parties to the dispute. The Trustee may deposit the money into court or commence an interpleader action or take whatever other steps it deems appropriate. The Plan Administrator will be responsible for explaining to the claimants the nature of the dispute and why payment has not been made.

The Participating Employers will indemnify the Trustee for any and all actions it takes in good faith under this section.

12.19 Direct Transfer Option – Non-Spouse Beneficiaries.

(a) Direct Transfers. A Beneficiary who is not an "Eligible Rollover Distributee" under Sec. 12.8(c)(2), but is a "designated beneficiary" under Code § 401(a)(9)(E), may elect to have all or any portion of the "transfer-eligible" amount paid directly to an individual retirement account ("IRA") described in Code § 408, consistent with Code § 402(c)(11).

(b) Transfer-Eligible Amount. The transfer-eligible amount is determined as follows:

(1) Death Before Distributions Begin. If the Participant died before distributions under Sec. 12.7 begin, the transfer-eligible amount is:

(A) If the transfer to the IRA is made in the calendar year of the Participant's death, the transfer-eligible amount is equal to the full balance of the Account.

(B) If the transfer to the IRA is made in any subsequent calendar year, the transfer-eligible amount is equal to the full balance of the Account, less the required minimum distribution determined under Sec. 12.7 for the calendar year in which the transfer occurs.

(2) Death After Distributions Begin. If the Participant dies after distributions under Sec. 12.7 begin, the transfer-eligible amount is equal to the full balance of the Account, less the required minimum distribution determined under Sec. 12.7 for the calendar year in which the transfer occurs.

12.20 Notice and Consent Periods. To the extent that the Plan Administrator directed, the notice and consent periods in Sec. 11.4(e), 12.5(a), 12.5(e), 12.6(b), 12.6(d), and 12.8(b) may be increased from 90 days to 180 days, notwithstanding anything in the Plan to the contrary.

ARTICLE XIII – DESIGNATION OF BENEFICIARY

13.1 Beneficiary Designation. A Participant may designate any Person as his/her Beneficiary to receive any amount payable under the Plan as a result of his/her death. However, a Participant may designate a class (e.g., "children") as Beneficiary only if class designations are permitted by the Plan Administrator.

A Participant may change or revoke a designation previously made without the consent of any Beneficiary named therein, except as limited by Sec. 13.2. If the Spouse of a Participant is designated as a Beneficiary and the Spouse and Participant divorce, the designation will be applied as if the Spouse had predeceased the Participant unless otherwise provided in the rules prescribed by the Plan Administrator, or unless otherwise required under a qualified domestic relations order, as defined in Code § 414(p). If a Participant designates any other Beneficiary by name that is accompanied by a description of a legal, business or family relationship or only by such a description of relationship to the Participant, such Beneficiary will be deemed to have predeceased the Participant if such relationship has been dissolved or no longer exists at the death of the Participant, unless otherwise provided in the rules prescribed by the Plan Administrator.

The Plan Administrator will be responsible for determining the identity of the Beneficiary.

The Plan Administrator and all parties involved in making payment to a Beneficiary may rely on the latest designation on file prior to the date of the death of the Participant (or may make payment pursuant to Sec. 13.3 if a designation is not on file), will be fully protected in doing so, and will have no liability whatsoever to any Person making claim for such payment under a subsequently filed designation or for any other reason.

13.2 Special Requirements for Married Participants. A Participant who has a Spouse is subject to the following rules:

(a) Participants Subject to Annuity Requirements. If the Participant is subject to the annuity requirements of Sec. 12.6, the waiver of a Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity and the designation of a Beneficiary must be made in accordance with a Qualified Election under Sec. 12.6.

(b) Other Participants. If the Participant is not subject to the annuity requirements of Sec. 12.6, his/her Surviving Spouse will be his/her sole Beneficiary unless the Spouse has consented to the designation of additional or different Beneficiaries in an election that satisfies the requirements to be a Qualified Election under Sec. 12.6 (but without regard to any information requirements thereunder). However, consent is not required if it is established to the satisfaction of the Plan Administrator that such consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may be prescribed by federal regulations.

This section applies only to a Participant who has at least one Hour of Service on or after August 23, 1984.

13.3 No Designation. If a Participant has no Surviving Spouse and if the Participant has no designation of Beneficiary on file at the time of his/her death (or if no designated Beneficiary survives the Participant), the Participant's estate will be his/her Beneficiary.

13.4 Successor Beneficiary. A Beneficiary may not designate a successor Beneficiary. Any benefit remaining payable under the Plan at the death of the Beneficiary will be payable to the estate of the deceased Beneficiary.

Notwithstanding the prior paragraph, if a Participant dies prior to his/her Required Beginning Date (and prior to commencement of an irrevocable annuity), if his/her Surviving Spouse is the Beneficiary, such Surviving Spouse may designate a successor Beneficiary if so permitted by the Plan Administrator. If a Surviving Spouse is permitted to designate a successor Beneficiary, such designation will be made in accordance with the same rules (other than Sec. 13.2) applicable to a designation by the Participant.

13.5 Insurance Contract. Notwithstanding the foregoing, if any benefits are payable under a contract issued by an insurance company to a Participant, that contract will govern the designation of Beneficiary with respect to such benefits, except to the extent the contract is inconsistent with the provisions of Sec. 12.6 or 13.2. In this situation, the Participant's Spouse must be the beneficiary under any such insurance contracts unless the spousal consent requirements of said sections are satisfied.

13.6 Beneficiary Disclaimers. To the extent allowed by the Plan Administrator, a Beneficiary entitled to a distribution of all or a portion of a Participant's Accounts may disclaim his/her interest therein. Any such disclaimer shall be in writing and signed by the Beneficiary making the disclaimer and acknowledged by a notary public. A valid disclaimer shall be irrevocable upon delivery to the Plan Administrator. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant with respect to the disclaimed interest. The Plan Administrator may impose additional requirements on disclaimers, to the extent such requirements are applied on a uniform and consistent basis. A disclaimer shall not be considered to violate the limitations of Sec. 12.14. The disclaiming Beneficiary will be responsible for determining the tax implications of the disclaimer and paying any taxes due as a result of the disclaimer.

ARTICLE XIV – ADMINISTRATION OF PLAN

14.1 Administration.

(a) Plan Administrator. The Lead Employer will be the Plan Administrator.

If the Lead Employer delegates administrative authority to a committee of individuals, the Lead Employer may establish rules of procedure for the committee, including rules regarding how such committee is to act (e.g., by meeting or by agreement without a meeting), the vote required for action by the committee (e.g., a majority or a majority of a quorum), and other procedures for the operation of the committee as deemed appropriate by the Lead Employer. Any such committee may delegate authority among the members of the committee unless such delegation is expressly prohibited by the Lead Employer.

(b) Authority and Duties of Plan Administrator. The Plan Administrator will manage the operation and administration of the Plan and make all decisions and determinations incident thereto, except to the extent that authority with respect to a particular item is expressly reserved to another Person in the Plan or Trust Agreement or is delegated to another Person by the Lead Employer. The duties of the Plan Administrator will include (but are not limited to) the following:

(1) To ensure proper determination of eligibility to participate in each Component of the Plan;

(2) To ensure proper implementation of pay reduction agreements under the payroll system of the Participating Employers (as necessary to provide for Employee 401(k) Contributions, loan repayments or for any other purpose under the Plan);

(3) To ensure proper allocation of contributions;

(4) To ensure proper determination of the eligibility for, and the amount, manner and timing of any distribution of, benefits from the Plan;

(5) To ensure proper documentation and disbursements of loans and proper repayment of loans made by Participants;

(6) To ensure proper resolution of any claim for benefits;

(7) To ensure proper distribution of all statements and information required by law to Participants and Beneficiaries;

(8) To ensure proper filing of all information, reports and other documents required by law with the Internal Revenue Service, the Department of Labor or other governmental agencies; and

(9) To ensure compliance with all disclosure requirements of ERISA.

(c) Rules and Procedures, Elections, Information and Consents. The Plan Administrator may establish rules and procedures for the proper administration of the Plan as are deemed appropriate by the Plan Administrator. The Plan Administrator will ensure that any such rules and procedures comply with applicable law and terms of the Plan, and that such rules and procedures do not result in impermissible discrimination in favor of Highly Compensated Employees.

Any election, designation, investment direction, pay reduction or withholding agreement, notice, consent or other communication required or allowed of a Participant, Spouse or Beneficiary must be made in such manner and in accordance with such rules as may be prescribed by the Plan Administrator. The Plan Administrator may require or allow that the election, designation, investment direction, pay reduction or withholding agreement, notice, consent or other communication be given in writing (that is, on paper), or by means of voice response or other electronic media to the extent that the use of voice response or other electronic media is not prohibited by the Code or ERISA.

Any direction, notice or other communication between the Plan Administrator (or its designee) and Putnam Investor Services, Inc., Putnam Fiduciary Trust Company, the Trustee or a Participant, Spouse or Beneficiary may be in writing (that is, on paper) or by telephone or other electronic media to the extent that the use of telephone or other electronic media is not prohibited by the Code or ERISA.

(d) Recordkeepers and Other Non-Discretionary Service Providers. The Plan Administrator may retain a recordkeeper and other non-discretionary service providers as deemed appropriate by the Plan Administrator. The Plan Administrator is responsible for the overall operation and administration of the Plan, and is responsible for providing the recordkeeper or other non-discretionary service provider with all data and other information necessary for the recordkeeper or service provider to perform the services for which it was retained under the Plan. A recordkeeper or other non-discretionary service provider may act on directions which the recordkeeper or service provider deems in good faith to have been authorized by the Plan Administrator, and may rely on (without any obligation to inquire as to the validity or correctness of) the data and other information supplied by the Plan Administrator.

(e) Recordkeeping Transitions. In the event of a change in recordkeepers for the Plan, a transition or "blackout" period may occur during which withdrawals, distributions, loans, investment changes and other transactions may be suspended to provide for an orderly and accurate transfer of records. The Lead Employer assumes full responsibility for any and all claims that relate to the blackout period, including, but not limited to, claims based on the resulting delay in the processing of withdrawals and distributions or based on investment performance during the period in which investment transactions are suspended.

14.2 Fiduciary Provisions.

(a) Named Fiduciaries. The Lead Employer will be responsible for selecting, allocating the fiduciary responsibilities among, and monitoring the performance of the Named Fiduciaries. Any Person may serve in more than one fiduciary capacity with respect to the Plan.

(b) Authority and Duties of Fiduciaries. A Named Fiduciary will have such authority and responsibility as may be assigned under the Plan or Trust Agreement, or as may be delegated to the Named Fiduciary by the Lead Employer, and a Named Fiduciary will be recognized and treated as a fiduciary only with respect to the particular fiduciary functions as to which such fiduciary has authority and responsibility.

A Named Fiduciary (or any other fiduciary) will discharge his/her/its duties with respect to the 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 a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. A fiduciary with respect to the Plan will not cause the Plan to engage in any prohibited transaction within the meaning of ERISA.

(c) Advisers. A Named Fiduciary may retain one or more Persons to render advice with regard to any authority or responsibility such fiduciary has under the Plan.

14.3 Compensation, Fees and Expenses.

(a) Compensation. A Trustee or Named Fiduciary (other than an Employee, Participant or a Controlled Group Member), and a recordkeeper or other non-discretionary service provider to the Plan, will be entitled to receive such reasonable compensation for services rendered, and for the reimbursement of expenses properly and actually incurred in the performance of such services, as may be agreed to between the fiduciary, recordkeeper or other non-discretionary service provider and the Lead Employer.

(b) Payment of Compensation, Fees and Expenses Out of Plan Assets. Compensation and expense reimbursements payable to fiduciaries, and to recordkeepers and other non-discretionary service providers, and any other fees and expenses incurred in the operation, investment or administration of the Plan that the Plan Administrator determines can be paid out of Plan Assets consistent with ERISA will be an obligation of the Plan and will be paid out of the Trust Fund to the extent that such amounts are not paid by the Participating Employers. Such other fees and expenses include, but are not limited to, investment management fees, recordkeeping fees, trustee and custodial fees, distribution costs (for example, check processing fees) of any elective distribution, loan fees, fees and expenses for investment education or advice services, costs associated with determining the "qualified" status of domestic relations orders, premiums on bonds required under ERISA, and also any direct costs (including any of the above fees and expenses initially paid by a Participating Employer) incurred by any Participating Employer to the extent that payment of such amounts out of the Plan Assets is not prohibited by ERISA.

The Lead Employer (acting in its settlor capacity with respect to the Plan) may direct that the Participating Employers pay only certain fees and expenses properly allocable to Participants or Beneficiaries, in which case the remaining fees and expenses will be paid from the Trust Fund and charged against Accounts. Further, the Lead Employer may direct that the Participating Employers pay only the fees and expenses properly allocable to current Employees, in which case the fees and expenses properly allocable to former Employees will be paid from the Trust Fund and charged against Accounts. The Plan Administrator will be responsible for determining the manner in which fees and expenses not paid by the Participating Employers will be allocated among Accounts in a manner that is consistent with ERISA (including pronouncements of the U.S. Department of Labor), the Code (including the nondiscrimination requirements of Code § 401(a)(4)) and other applicable federal law.

The Plan Administrator will be responsible for providing such information to Participants and Beneficiaries as the Plan Administrator deems appropriate with respect to fees and fee arrangements of any service provider or investment, and expenses, and no Trustee or service provider will have any responsibility for providing such information to any Participant or Beneficiary.

14.4 Records. The Plan Administrator will retain such records as are required by ERISA (or any other applicable law). Records will be retained as long as necessary for the proper administration of the Plan and at least for any period required by ERISA (or other applicable law).

The Plan Administrator will be responsible for providing directions to any Person performing any function in the operation or administration of the Plan or the investment or control of Plan Assets as to the records to be retained by the Person, the format of such records and the length of time such records are to be retained for purposes of the Plan.

14.5 Communications to Payees. A Participant, Beneficiary or alternate payee under a qualified domestic relations order (as defined in Code § 414(p)) will be obligated to keep his/her address current with the Plan Administrator, and any communications sent by the Plan Administrator (or any recordkeeper or other service provider to the Plan) to a Participant, Beneficiary or alternate payee at his/her last known mailing address will be sufficient under the Plan and will be binding on the Person.

14.6 Correction of Errors. The Plan Administrator may cause such equitable adjustments to be made as it considers appropriate to correct any mathematical and accounting errors that may be made or any mistakes that may arise by reason of factual errors in information supplied to the Participating Employers, Plan Administrator, Trustee, recordkeeper, or other non-discretionary service provider.

The Plan Administrator will be responsible for determining whether any correction made under the Plan is appropriate under the Employee Plans Compliance Resolution System (EPCRS) program for which the Plan is eligible. EPCRS is currently described in IRS Rev. Proc. 2016-51. All Persons performing any function in the operation or administration of the Plan or the investment or control of Plan Assets may rely on the determination of the Plan Administrator.

14.7 Claims Procedure. The Plan Administrator will establish a claims procedure consistent with the requirements of ERISA. In the case of a Plan established and maintained pursuant to a collective bargaining agreement, such claims procedure will incorporate any claims procedures set forth in the collective bargaining agreement.

A Participant or Beneficiary will not be entitled to seek judicial review of any claim denial unless he/she has complied with such claims procedure and exhausted his/her review rights under such procedure.

14.8 Bonding. Plan officials (as defined in ERISA § 412) will be bonded to the extent required by ERISA. Premiums for such bonding may, in the sole discretion of the Lead Employer, be paid in whole or in part from Plan Assets. The Lead Employer may provide by agreement with any Person that the premium for required bonding will be paid by such Person.

14.9 Waiver of Notice. Any notice required under the Plan may be waived by the Person entitled to such notice.

14.10 Agent for Legal Process. The Lead Employer will be the agent for service of legal process with respect to any matter concerning the Plan, unless and until the Lead Employer designates some other Person as such agent.

14.11 Actions Against the Secretary of Labor. The Plan Administrator may bring suit to review a final order of the Secretary of Labor, to restrain the Secretary of Labor from taking any actions contrary to the provisions of ERISA, or to compel the Secretary to take any action required under Title I of ERISA. If the Plan Administrator acting in good faith brings any such suit in connection with any matter affecting the Plan, the costs and expenses (including legal fees) of such suit will be paid from the Trust Fund to the extent not paid by the Participating Employers.

14.12 Effect of Criminal Conviction. A Person who has been convicted of a crime will not be permitted to serve as Plan Administrator, fiduciary, officer, trustee, custodian, counsel, agent, or employee of, or as a consultant to, the Plan, if prohibited from so serving by ERISA.

14.13 Qualifying Employer Securities. The Plan Assets will include Qualifying Employer Securities if so directed in the Adoption Agreement.

The following rules will apply with respect to Qualifying Employer Securities:

(a) Securities Law Compliance. The Lead Employer will be responsible for compliance with any applicable federal or state securities law with respect to all aspects of the Plan (by way of example, but not limitation, if Employee Contribution Accounts can be invested in Qualifying Employer Securities, the Lead Employer will be responsible for taking such steps as may be necessary to register the Plan).

The Lead Employer will be responsible for all reporting and compliance requirements under federal or state securities laws with respect to the ownership of Qualifying Employer Securities by the Plan (including any reports required under section 13 or 16 of the Securities Exchange Act of 1934, as amended).

(b) Transactions with Disqualified Persons or Parties in Interest. If Qualifying Employer Securities are purchased or sold by the Plan from or to a "disqualified person" (as defined in Code § 4975(e)(2)) or a "party in interest" (as defined in ERISA § 3(14)), and if there is no generally recognized market for such securities, the purchase will be for not more than fair market value and the sale will be for not less than fair market value, as determined in good faith by the Person with power to control such purchase or sale by the Plan. No commissions may be charged with respect to such purchase or sale.

(c) ERISA Limit. The Plan may not acquire Qualifying Employer Securities if such acquisition would cause the Plan to exceed the 10% limit under ERISA § 407. If the Plan is a profit sharing plan, this limit will not apply to any Component other than the Employee 401(k) Contributions Component, and will not apply to the Employee 401(k) Component under the circumstances described in ERISA § 407(b); generally if:

(1) An Employee 401(k) Contribution Account may be invested in Qualifying Employer Securities only at the direction of a Participant or Beneficiary (that is, such investments are not required under the terms of the investment policy established by the Lead Employer and are not made at the direction of anyone other than the Participant or Beneficiary);

(2) On the last day of the prior Plan Year, the fair market value of the assets of all individual account plans (as defined in ERISA § 407(d)) maintained by any Controlled Group Member does not exceed the 10% of the fair market value of the assets of all pension plans (other than multiemployer plans) maintained by any Controlled Group Member; or

(3) The portion of a Participant's Employee 401(k) Contributions that are required to be invested in Qualifying Employer Securities (or qualifying employer real property) for any Plan Year does not exceed 1% of the Participant's Plan Compensation for the Plan Year.

(d) Voting. The Lead Employer (or an Investment Manager or Named Fiduciary designated by the Lead Employer) will be responsible for voting Qualifying Employer Securities. If the Participants and Beneficiaries control voting rights, any Qualifying Employer Securities for which a Participant or Beneficiary does not give timely direction, and any Qualifying Employer Securities held in a Pending Allocation Account, will be voted in the same proportion as the vote cast with respect to Qualifying Employer Securities for which timely directions are given.

The Plan Administrator will be responsible for selecting an agent to effectuate any such vote ("Voting Agent"). The Plan Administrator will, before each meeting of shareholders, cause to be sent to each Person with power to control such voting rights a copy of any information provided to shareholders and, if applicable, a form for instructing the Voting Agent. The Voting Agent may establish a deadline in advance of the meeting by which such forms must be received in order to be effective.

If Participants and Beneficiaries control voting rights, the Participants and Beneficiaries will be deemed to be Named Fiduciaries of the Plan. The Voting Agent will hold their individual directions in confidence and, except as required by law, will not divulge or release such individual directions to anyone associated with any Control Group Member. The Plan Administrator may require verification of compliance by the Voting Agent with the directions received from Participants by any independent auditor selected by the Plan Administrator, provided that such auditor agrees to maintain the confidentiality of such individual directions.

(e) Tender Decisions. The Lead Employer (or an Investment Manager or Named Fiduciary designated by the Lead Employer) will be responsible for the decision whether to tender in response to a tender or exchange offer for Qualifying Employer Securities, or the decision to take cash or stock for Qualifying Employer Securities in response to a cash or stock offer made in connection with a significant corporate event (as defined below).

The Plan Administrator will be responsible for selecting an agent to effectuate any such direction ("Tender Agent"). The Plan Administrator will, as soon as practicable after the commencement of a tender or exchange offer, cause each Person with power to control the response to such tender or exchange offer to be advised of the terms of the offer and, if applicable, to be provided with a form for instructing the Tender Agent. In advising such Persons of the terms of the offer, the Lead Employer may require the Plan Adminis-

trator to include statements from its board of directors setting forth the board's position with respect to the offer.

If Participants and Beneficiaries control tender decisions, the Participants and Beneficiaries will be deemed to be Named Fiduciaries of the Plan. The Tender Agent will hold their individual directions in confidence and, except as required by law, will not divulge or release such individual directions to anyone associated with any Control Group Member. The Plan Administrator may require verification of compliance by the Tender Agent with the directions received from Participants by any independent auditor selected by the Plan Administrator, provided that such auditor agrees to maintain the confidentiality of such individual directions.

If the tender or exchange offer is limited so that all of the shares that the Participants have directed to be tendered or exchanged cannot be tendered or exchanged, the shares that each Participant has directed to be tendered or exchanged will be deemed to have been tendered or exchanged in the same ratio that the number of shares actually tendered or exchanged bears to the total number of shares that the Participants have directed to be tendered or exchanged.

A "significant corporate event" for this purpose will mean any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution, sale of substantially all assets of a trade or business, or such similar transaction as may be prescribed in regulations under Code § 409(e)(3).

(f) Exercise of Other Shareholder Rights. The Lead Employer (or an Investment Manager or Named Fiduciary designated by the Lead Employer) will be responsible for the exercise of all other shareholder rights and options with respect to Qualifying Employer Securities, including, but not limited to, any decision to participate in or opt-out of any class action shareholder litigation involving such securities, and all decisions with respect to filing claims in settlement of such litigation and the allocation of any proceeds received in connection with such litigation.

14.14 Predecessor Employer Securities. The Plan Assets may include Predecessor Employer Securities (for example, such securities may have been held by the Plan while the Lead Employer was part of another controlled group of corporations, or may result from a transfer of account balances and assets from a plan maintained by a Predecessor Employer or the merger of a plan previously maintained by a Predecessor Employer with and into the Plan).

Voting rights with respect to Predecessor Employer Securities will be exercised by the Lead Employer (or by a Named Fiduciary designated by the Lead Employer). The investment or other decisions specified in Sec. 14.13(e) and (f) with respect to Predecessor Employer Securities will be made in the manner that applies to Qualifying Employer Securities under Sec. 14.13.

14.15 Exercise of Discretionary Authority. The Plan Administrator, and any other Person who has authority with respect to the management or administration of the Plan or the investment or control of Plan Assets may exercise that authority in his/her/its full discretion, subject only to the duties imposed under ERISA. This discretionary authority includes, but is not limited to, the authority to make any and all factual determinations and interpret all terms and provisions of the Plan documents relevant to the issue under consideration. The exercise of authority will be binding upon all Persons; and it is intended that the exercise of authority be given deference in all courts of law to the greatest extent allowed under law, and that it not be overturned or set aside by the court of law unless found to be arbitrary and capricious or made in bad faith.

The Plan Administrator is responsible for determining whether the exercise of discretionary authority with respect to the management or administration of the Plan creates a separate benefit, right or feature within the meaning of Treas. Reg. § 1.401(a)(4)-4, and for insuring compliance with the nondiscrimination requirements imposed with respect to benefits, rights or features under Treas. Reg. § 1.401(a)(4)-4. Further, the Plan Administrator is responsible for insuring that any exercise of discretion with respect to the operation or administration of the Plan does not constitute prohibited discrimination in favor of Highly Compensated Employees, or is otherwise discriminatory under any Federal law (e.g. Title VII, ADEA) or applicable State law.

ARTICLE XV – PARTICIPATING EMPLOYERS

15.1 Participating Employers and Agreement to be Bound.

(a) Participating Employers. If the Plan is a standardized plan, all Controlled Group Members will be Participating Employers.

(b) Agreement to be Bound. The Lead Employer and each other Participating Employer agrees to be bound by all terms of the Plan.

15.2 Contributions by Participating Employers. The same schedule for Employer Regular Matching and Qualified Matching Contributions and/or the same formula for Employer Regular Profit Sharing and Qualified Profit Sharing Contributions, or Employer Regular Pension Contributions, will apply to Participants of all Participating Employers. Forfeitures will be determined and applied without regard to the Participating Employer with which the Employee who incurs the Forfeiture or the eligible Participants who will receive an allocation of the Forfeitures is employed.

15.3 Administrative Expenses. The Lead Employer may apportion any expenses that are connected with the operation or administration of the Plan or Trust Fund and that are not paid out of Plan Assets among the Participating Employers in any manner the Lead Employer deems appropriate.

15.4 Lead Employer Acts on Behalf of Participating Employers. By adopting the Plan, each Participating Employer consents to and ratifies the appointment of the Trustee, and also appoints the Lead Employer and the Plan Administrator (if other than the Lead Employer) to act as its designated representative in all matters relating to the Plan and Trust Fund, and agrees that the acts of the Lead Employer or Plan Administrator will bind the Participating Employer to the same extent as if the Participating Employer had taken those acts itself. The Lead Employer also will have the authority to amend the Plan with respect to all Participating Employers, and an amendment will be binding on each Participating Employer and its Employees (unless the joint participation in the Plan by the Participating Employer is discontinued pursuant to Sec. 15.5).

15.5 Discontinuance of Joint Participation of a Participating Employer.

(a) Discontinuance by Action of Lead or Participating Employer. If the Plan is a standardized plan, the joint participation of a Participating Employer may be discontinued by first converting the Plan into an individually designed plan.

If the Plan is a nonstandardized plan, any action to remove a Participating Employer must be in the form of an amendment to the Participating Employer Addendum to the Adoption Agreement that removes the employer as a Participating Employer. If the Lead Employer wishes to discontinue its participation in the Plan, the amendment providing such removal may also designate a different Lead Employer from among the Participating Employers (otherwise, the Lead Employer will continue as such even if it is no longer a Participating Employer).

(b) Automatic Discontinuance Upon Ceasing to Be a Controlled Group Member. A Participating Employer will automatically cease to be a Participating Employer as of the date it ceases to be a Controlled Group Member. If the Lead Employer and a former Controlled Group Member agree to spin off the portion of the Plan attributable to the former Controlled Group Member, the Lead Employer will cause a determination to be made of the equitable part of the assets held on account of Employees (and former Employees as so agreed between the Lead Employer and former Controlled Group Member) of the former Controlled Group Member and their Beneficiaries. The Lead Employer will direct the Trustee to transfer assets representing such equitable part to a separate fund for the plan of the former Controlled Group Member. Such former Controlled Group Member may thereafter exercise, with respect to such separate fund, all the rights and powers reserved to the Lead Employer with respect to the separate fund. The plan of the former Controlled Group Member will, until amended by the former Controlled Group Member, continue as an individually designed plan with the same terms as the Plan, except that with respect to the separate plan of the former Controlled Group Member the word "Lead Employer" will thereafter be considered to refer only to the former Controlled Group Member. Any such spin-off will be effected in such manner that each Participant or Beneficiary would (if the Plan and the plan of the former Controlled Group Member then immediately terminated) receive a benefit which is equal to or greater than the benefit the individual would have been entitled to receive immediately before such spin-off if the Plan had then terminated.

If the Lead Employer determines not to spin off the portion of the Plan attributable to the former Controlled Group Member, the Contribution Accounts of Participants of the former Controlled Group Member and their Beneficiaries will continue to be held in the Plan for distribution in accordance with the provisions of the Plan.

15.6 Reorganizations of Participating Employers. If two or more Participating Employers are consolidated or merged or in the event one or more Participating Employers acquires the assets of another Participating Employer, the Plan will be deemed to have continued, without termination and without a complete discontinuance of contributions, as to all the Participating Employers involved in such reorganization and their Employees. In such event, in administering the Plan, the corporation resulting from the consolidation, the surviving corporation in the merger, or the Participating Employer acquiring the assets will be considered as a continuation of all of the Participating Employers involved in the reorganization.

15.7 Acquisition of a Controlled Group Member. If the Plan is a standardized plan, any business entity that becomes a Controlled Group Member will automatically become a Participating Employer. However, if so specified in the Adoption Agreement, Covered Employment does not include employment during the transition period described in Code § 410(b)(6)(C) – generally the period beginning on the acquisition date and ending on the last day of the following Plan Year – provided the acquisition qualifies for the transition relief available under Code § 410(b)(6).

ARTICLE XVI – AMENDMENT, TERMINATION AND MERGER

16.1 Amendment.

(a) Amendment by Lead Employer. The Lead Employer may amend the Plan from time to time in any respect; provided that, an amendment will not change the rights, duties or responsibilities of a Trustee without the express consent of the Trustee.

(b) Amendment by Pre-Approved Plan Sponsor. Putnam Investor Services, Inc. may amend the Plan from time to time in any respect (other than by changing an election made in the Adoption Agreement). Any such amendment will be deemed to have been made with the full consent of the Lead Employer. However, Putnam Investor Services, Inc. will have no duty to amend the Plan and no Person (including a Participant or Beneficiary, or a Participating Employer) will have any right or claim against Putnam Investor Services, Inc. for any consequences resulting from any failure to amend the Plan. Putnam Investor Services, Inc. will notify the Lead Employer of any amendment at such time and in such manner as is deemed appropriate by Putnam Investor Services, Inc.

The ability of Putnam Investor Services, Inc. to amend the Plan will terminate if the Plan ceases to be a pre-approved plan as provided in Sec. 16.3.

However, for purposes of reliance on an opinion or determination letter, Putnam Investor Services, Inc. will no longer have the authority to amend the Plan on behalf of the lead Employer as of the date (1) the Lead Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-approved Plan program, or (2) the Internal Revenue Service notifies the Lead Employer, in accordance with section 8.06 of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of the Lead Employer amendments to the Plan.

(c) Limitations on Amendments. No amendment will be effective to the extent it has the effect of decreasing the accrued benefit of any Participant, except to the extent permitted under Code § 411(d)(6) or 412(d)(2) or applicable Treasury Regulations.

No amendment will decrease the vested interest of any Participant determined without regard to such amendment as of the later of the date the amendment is adopted or the date it becomes effective.

No amendment will have the effect of eliminating or restricting an optional form of benefit, other than an amendment that eliminates or restricts the ability of a Participant to receive payment of his/her Benefit under a particular optional form of benefit that provides a single-sum distribution form that is otherwise identical to the optional form of benefit eliminate or restricted. A single-sum distribution form is otherwise identical only if it is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that is provides greater rights to the Participant) except with respect to the timing of payments after commencement.

16.2 Effect of Amendment in Event of a Prior Termination of Service. Any Benefit (or portion thereof) that has been paid prior to the effective date of an amendment will not be affected by that amendment except as expressly required by law. Further, if a Participant's Termination of Service occurred before the effective date of any amendment that alters the manner in which vesting service or the vested percentage is calculated under the Plan, that amendment will not alter the vested balance of such Participant unless the amendment specifically provides that it applies to terminated Participants or except as expressly required by law.

16.3 Nonconformity to Pre-Approved Plan. The Plan will no longer be a pre-approved plan and will thereafter be an individually designed plan as follows:

(a) Amendment. The Plan will no longer be a pre-approved plan if the Lead Employer amends the Plan in any manner other than by:

(1) Changing the options specified in the Adoption Agreement;

(2) Adding overriding language in the Adoption Agreement when such language is necessary to satisfy Code § 415 or 416 because of the required aggregation of multiple plans;

(3) Adding certain sample or model amendments published by the Internal Revenue Service or other good faith interim or discretionary amendments which specifically provide that their adoption will not cause the Plan to be treated as individually designed;

(4) Adding or changing provisions permitted under the Plan and/or specifying or changing the effective date of a provision as permitted under the Plan; or

(5) Amending administrative provisions of the Plan such as provisions relating to investments, Plan claims procedures, and Lead Employer contact information provided the amended provisions are not in conflict with any other provisions of the Plan and do not cause the Plan to fail to qualify under Code § 401.

If the Lead Employer amends the Plan by adding overriding language in the Adoption Agreement other than as provided above, the Lead Employer may submit such Plan to the Internal Revenue Service for a determination letter that the pre-approved status continues with respect to the Plan, subject to the right of Putnam Investor Services, Inc. to discontinue its role as sponsor of the pre-approved plan pursuant to subsection (d).

For so long as the Plan remains a pre-approved plan, the Lead Employer will promptly notify Putnam Investor Services, Inc. of any amendment made to the Plan (but failure to provide such notice will not invalidate the amendment). The Lead Employer will promptly provide notice of its discontinuance of the Plan in the form of this pre-approved plan to Putnam Investor Services, Inc.

(b) Funding Waiver. The Plan will no longer be a pre-approved plan if it is a money purchase pension plan and the Lead Employer modifies the Plan to reflect a waiver of the minimum funding requirement under Code § 412(d).

(c) Failure to Qualify. The Plan will no longer be a pre-approved plan if it fails to meet the requirements of Code § 401(a); and the Lead Employer will promptly provide notice of such failure to Putnam Investor Services, Inc.

(d) Discontinuance by Putnam Investor Services, Inc. Continued acceptance of the Plan as a pre-approved plan by Putnam Investor Services, Inc. is expressly conditioned

on compliance with such business and investment standards and requirements as may be established from time to time by Putnam Investor Services, Inc. Accordingly, the Plan will no longer be a pre-approved plan if Putnam Investor Services, Inc. discontinues its role as sponsor of the pre-approved plan with respect to the Plan.

Putnam Investor Services, Inc. will inform the Lead Employer and Plan Administrator if it discontinues its role as sponsor of the pre-approved plan with respect to the Plan.

(e) Multiple Employer Situations; Professional Employee or Leasing Organizations. The Plan will no longer be a pre-approved plan and will be considered to be individually designed if it covers employees of more than one employer within the meaning of Code § 413(c) (generally, if any employer whose employees are Active Participants in the Plan is not a Controlled Group Member). If any Participating Employer is a professional employer organization or leasing organization or otherwise leases the services of any Active Participant to another organization, it is the sole responsibility of the Lead Employer to determine whether such individual whose services are so leased remains an Employee of the Participating Employer, and the Trustee and all service-providers to the Plan will be allowed to conclusively assume that all Active Participants remain Employees and that the Plan is not maintained by more than one employer within the meaning of Code § 413(c). Continued acceptance of the Plan as a pre-approved plan by Putnam Investor Services, Inc. is expressly conditioned on satisfaction of this condition, and if this condition is not satisfied, the Plan will cease to be a pre-approved plan without notice required to be given by Putnam Investor Services, Inc.

16.4 Permanent Discontinuance of Contributions or Termination of Plan.

(a) Complete Discontinuance of Contributions. The Lead Employer may cause all contributions to be completely discontinued under the Plan. After such discontinuance, no Employee will become a Participant in the Plan and no further contributions will be made to the Plan. Further, if the Plan is not a money purchase pension plan as of the date of such discontinuance, each Participant will obtain a fully vested and non-forfeitable interest in the balance of all Contribution Accounts which have not previously become a Forfeiture (subject to the provisions of the Plan regarding Forfeiture in the event of missing Participants or Beneficiaries). Subject to the foregoing, all of the provisions of the Plan will continue in effect, and upon entitlement thereto, distributions will be made in accordance with the provisions of the Plan.

Whether there has been a discontinuance of contributions under the Plan will be determined at the level of the Plan, and not at the level of any Component; thus, the elimination of any Component will not be a discontinuance of contributions if contributions continue under any other Component.

(b) Termination. The Lead Employer may at any time terminate the Plan by appropriate action that specifies the termination date. After such termination date:

(1) No Employee will become a Participant in the Plan;

(2) No further contributions will be made to the Plan except as required to meet pre-termination date contribution requirements, and for purposes of determining such contributions, Plan Compensation for the Plan Year does not include amounts paid after the termination date;

(3) Any Pending Allocation Account, to the extent not used to pay administrative expenses of the Plan not paid by the Participating Employers, will be allocated among the Participants in such manner as may be directed by the Plan Administrator;

(4) Each Participant will obtain a fully vested and non-forfeitable interest in the balance of all Contribution Accounts which have not previously become a Forfeiture (subject to the provisions of the Plan regarding Forfeiture in the event of missing Participants or Beneficiaries); and

(5) An immediate distribution option will be available to each Participant; provided that, if the Plan includes (or included in the past) an Employee 401(k) Contribution Component, a distribution option will be available only if neither the Lead Employer nor any Controlled Group Member maintains or establishes a successor defined contribution plan (as defined in Treas. Reg. § 1.401(k)-1(d)(3)) other than an employee stock ownership plan (as defined in Code § 4975(e)(7)), a simplified employee pension plan (as defined in Code § 408(k)), or a SIMPLE IRA Plan (as defined in Code § 408(p)). Upon termination of the Plan, the Trust Agreement will continue in force for the purpose of making such distributions until the Plan Assets have been entirely distributed.

Notwithstanding any contrary provision of the Plan, the Plan Administrator may defer any distribution of benefit payments to Participants and Beneficiaries with respect to which such termination applies until after the receipt of a final determination from the Internal Revenue Service or any court of competent jurisdiction regarding the effect of such termination on the qualified status of the Plan under Code § 401(a), and appropriate adjustment of Accounts has been made to reflect taxes, costs, and expenses (if any) incident to such termination. However, any corrective distribution of Excess Contributions or Excess Aggregate Contributions to satisfy the Actual Deferral Percentage Test of Code § 401(k) or the Actual Contribution Percentage of Code § 401(m) for the Plan Year in which the termination occurs will be made as soon as administratively practicable, but not more than 12 months, after the termination date. If distributions on termination have already been made, distribution reporting will be amended to show the portion of any such distribution that is a corrective distribution.

(c) Partial Termination**.** The Lead Employer may, in writing, declare a partial termination of the Plan or a partial termination may occur by operation of law. If there is a partial termination of the Plan, the balance of the Contribution Accounts of each Participant who is in a classification with respect to which the partial termination occurs which has not previously become a Forfeiture will become fully vested and nonforfeitable as of the date of the partial termination. Subject to the foregoing, all of the provisions of the Plan will continue in effect as to each such Participant, and upon entitlement thereto distributions will be made in accordance with the provisions of the Plan.

If the Plan is a money purchase pension plan and is converted into a profit sharing plan, or if the Plan is a profit sharing plan and a money purchase plan is merged into the Plan, such conversion or merger will not be treated as a partial termination of the converted or merged money purchase pension plan provided the Plan after such conversion or merger covers substantially all of the participants in the converted or merged money purchase pension plan, and the Plan uses the same (or a more favorable) vesting schedule as the converted or merged money purchase pension plan, or the Lead Employer otherwise determines that a partial termination has not occurred with respect to the converted or merged plan.

(d) Continuation of Trust Fund. The Trust Fund will continue in effect after termination of the Plan until all assets have been distributed from the Trust Fund.

16.5 Termination Without Action by the Lead Employer. The Plan will terminate as of the deemed abandonment date and, upon such termination, the provisions of this Article will apply in the same manner as if the Lead Employer had terminated the Plan under Sec. 16.4(b), subject to the following:

(a) Distribution Options. As of the deemed abandonment date, the Plan will cease to provide for any form of distribution other than a single lump-sum payment, except to the extent it is required to provide another form under Sec. 12.6 or Code § 411(d)(6).

(b) Vesting. As of the deemed abandonment date, the Plan will be treated as having been terminated under Sec. 16.4(b) for purposes of determining the non-forfeitable interest of Participants in the balance of their Contribution Accounts unless a partial termination has occurred prior to the deemed abandonment date under Sec. 16.4(c) (in which case, vesting will occur as of the partial termination date).

(c) Pending Allocation Accounts. As of the deemed abandonment date, any Pending Allocation Account will be applied to pay administrative expenses and any balance remaining will be allocated among the Participants pro rata based upon the balance of their Contribution Accounts.

(d) Distribution of Assets. The Trustee will furnish each Participant with a means to request a distribution of his/her Benefit. Participants must request distribution of their Benefits within 90 days. The Trustee will distribute the Benefit of Participants who request distribution in good order pursuant to such requests, and will distribute the Benefits of Participants who do not request distribution within such period in the manner required under Sec. 12.6 or, if none, in a single cash payment, except as otherwise provided below.

The "deemed abandonment date" for this purpose is the earlier of one year after the last contribution or distribution from the Plan occurred or when the Trustee has received evidence that the Lead Employer has ceased business operations (or, if the Lead Employer is a natural person, died), unless another Participating Employer becomes the Lead Employer. Such evidence may include, without limitation, evidence that the United States Postal Service cannot locate the Lead Employer for purposes of forwarding or delivering written material to such Lead Employer.

In addition, or in place of the preceding, the Trustee (or other "qualified termination administrator", as that term is defined in Department of Labor Reg. § 29 CFR 2578.1, or subsequent guidance (the "abandoned plan regulations")) may, but is not required to, rely on the terms of the abandoned plan regulations, including the ability to roll or otherwise transfer accounts of Participants and Beneficiaries who do not respond to communication from the qualified termination administrator to an individual retirement plan (or other account, to the extent such Beneficiary is not an Eligible Rollover Distributee).

16.6 Merger, Consolidation, or Transfer of Assets. In the case of any merger or consolidation of the Plan with any other plan, or in the case of the transfer of assets or liabilities of the Plan to any other plan, provision will be made so that each Participant and Beneficiary would (if such other plan is then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Participant or Beneficiary would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

16.7 Notices to Participants. The Plan Administrator will be responsible for determining whether any notice is required to Participants and Beneficiaries as a result of any amendment, discontinuance or termination of the Plan, and for providing such notice, including any notice required under ERISA § 204(h) or Code § 4980F and regulations thereunder.

ARTICLE XVII – TOP-HEAVY RULES

ARTICLE XVII APPLIES ONLY IF THE PLAN IS TOP-HEAVY.

17.1 Minimum Contribution.

(a) Minimum Contribution Amount. If the Plan is Top-Heavy, the Employer Contributions and Forfeitures (other than Employer Qualified Matching Contributions, or Employer Regular Matching Contributions, and Forfeitures allocated as such) allocated to each Top-Heavy Eligible Participant for the Plan Year will be not less than the smaller of:

(1) 3% of his/her Top-Heavy Compensation for the Plan Year, or such greater percentage as may be specified in the Adoption Agreement to apply under the circumstances where a defined benefit plan also is maintained by a Controlled Group Member; or

(2) A percent of his/her Top-Heavy Compensation for the Plan Year equal to the highest contribution percentage of any Key-Employee for the Plan Year.

The "contribution percentage" for this purpose is the percentage determined by dividing the Employee 401(k) Contributions (other than Employee Catch-Up Contributions) and Employer Contributions and Forfeitures allocated to the Key-Employee for the Plan Year by his/her Top-Heavy Compensation for the Plan Year.

This paragraph (2) will not apply if the Plan is adopted as a paired plan.

Employee 401(k) Contributions and Employer Qualified Matching Contributions may not be treated as Employer Contributions for purposes of satisfying the minimum contribution requirements of this section. However, such contributions will be treated as Employer Contributions for purposes of determining the contribution percentage under paragraph (2), and for purposes of determining whether the Plan is Top-Heavy.

The minimum contribution required under this subsection (a) will be provided to any Top-Heavy Eligible Participant even if he/she would not otherwise receive an Employer Regular Profit Sharing Contribution, or Employer Regular Pension Contribution, for the Plan Year because such contribution is not provided for under the Plan or because the Participant has not completed a specified number of Hours of Service, and regardless of the Top-Heavy Eligible Participant's level of Compensation for the Plan Year. However, the minimum contribution will not be provided under the Plan to any Participant who is covered under any other defined contribution or defined benefit plan of any Controlled Group Member if the minimum contribution or benefit requirement that applies under Code § 416 to plans that are Top-Heavy is satisfied under such other plan or plans with respect to such Participant, as specified in the Adoption Agreement. If any one plan of a set of paired defined contribution plans is specified in the Adoption Agreement as the plan under which the minimum contribution will be made, and the coverage under the paired plans is not identical, then the minimum contribution will be provided under each paired plan, including the Plan.

(b) Method of Satisfying Minimum Contribution. To satisfy the minimum contribution requirement:

(1) If the Plan is a profit sharing plan that does not otherwise provide for an Employer Regular Profit Sharing Contribution, an Employer Regular Profit Sharing Contribution will be made on behalf of each Top-Heavy Eligible Participant in an amount necessary to satisfy the minimum contribution requirement.

(2) If the Plan is a profit sharing plan that provides for an Employer Regular Profit Sharing Contribution, the contribution or allocation formula under Sec. 6.2 will be applied with the following modifications:

(i) The contribution or allocation will be made on behalf of those Participants who are otherwise entitled to a contribution or allocation under Sec. 6.2 plus the Top-Heavy Eligible Participants (to the extent such groups differ).

(ii) The contribution or allocation will be determined using Top-Heavy Compensation for the Plan Year instead of Plan Compensation for the Plan Year (if the contribution or allocation is otherwise based on Plan Compensation for the Plan Year, and to the extent such definitions differ).

(iii) If the Plan otherwise provides for a variable contribution that is allocated among the eligible Participants using a two-step integrated allocation formula, and if the allocation under such formula (with the modifications in (i) and (ii)) would not satisfy the minimum contribution requirement, the allocation will instead be made using the four-step allocation formula specified in Sec. 6.2(a)(2)(C).

(iv) If the Plan otherwise provides for a fixed contribution for each eligible Participant that is determined using an integrated formula, and the base contribution percentage under such formula is less than the minimum required contribution percentage, the base contribution percentage under such formula will be increased to equal the minimum contribution percentage for the Plan Year.

(3) If the Plan is a money purchase pension plan that provides for an Employer Regular Pension Contribution, the contribution or allocation formula under Sec. 7.2 will be applied with the following modifications:

(i) The contribution or allocation will be made on behalf of those Participants who are otherwise entitled to a contribution or allocation under Sec. 7.2 plus the Top-Heavy Eligible Participants (to the extent such groups differ).

(ii) The contribution or allocation will be determined using Top-Heavy Compensation for the Plan Year instead of Plan Compensation for the Plan Year (to the extent such definitions differ).

(iii) If the Plan otherwise provides for a fixed contribution for the Plan that is allocated among the eligible Participants using a two-step integrated allocation formula, and the allocation

under such formula (with the modifications in (i) and (ii)) would not satisfy the minimum contribution requirement, the allocation will instead be made using the four-step allocation formula specified in Sec. 6.2(a)(2)(C).

(iv) If the Plan otherwise provides for a fixed contribution for each eligible Participant that is determined using an integrated formula, and the base contribution percentage under such formula is less than the minimum required contribution percentage, the base contribution percentage under such formula will be increased to equal the minimum contribution percentage for the Plan Year.

(v) If the Plan otherwise provides for a fixed contribution for each eligible Participant that is an equal dollar amount, and if the contribution under such formula would not satisfy the minimum contribution requirement, then the total contribution called for under such formula on behalf of all eligible Participants will be made to the Plan and will be allocated among the eligible Participants in proportion to Top-Heavy Compensation for the Plan Year instead of as an equal dollar amount.

17.2 Vesting. If the Plan is Top-Heavy, the vested percentage of any Participant in his/her Employer Regular Matching or Regular Profit Sharing Contribution Account, or Employer Regular Pension Contribution Account, will be 100%. This section will apply only to a Participant who is credited with at least one Hour of Service on or after the first day of the Plan Year in which the Plan is Top–Heavy.

This section will continue to apply after the Plan ceases to be Top-Heavy with respect to Participants described in the prior paragraph and all Employees who therefore become Active Participants, unless an option is available and is elected in the Adoption Agreement to have this section cease to apply, or continue to apply only with respect to those Participants who have at least three years of Service as of the last day of the Plan Year in which the Plan is Top-Heavy, in which case such election will control under the Plan. If it is elected that this section will cease to apply to all Participants, then the election procedures of Sec. 10.2(k) will apply to any Participant who has at least three years of Service as of the last day of the last Plan Year in which the Plan is Top–Heavy.

17.3 Defined Terms. The following definitions will apply for purposes of this Article (or where the context requires elsewhere in the Plan):

(a) Determination Date – means the last day of the preceding Plan Year or, for the first Plan Year, the last day of such Plan Year.

(b) Key Employee – A Key Employee means any individual defined as such in Code § 416(i), generally, any Employee or former Employee (including the Beneficiary of a deceased Employee or former Employee) who at any time during the Plan Year that includes the Determination Date was:

(1) An officer having Top-Heavy Compensation greater than $130,000 (as adjusted under Code § 416(i)(1).

(2) A five-percent owner.

(3) A one-percent owner who has Top-Heavy Compensation of more than $150,000.

An individual's ownership will be determined using the ownership attribution rules of Code § 318.

The determination of who is a Key Employee will be made in accordance with Code § 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(c) Non-Key Employee – means any Employee or former Employee (including the Beneficiary of a deceased Employee or former Employee) who is not a Key-Employee.

(d) Permissive Aggregation Group – means the Required Aggregation Group plus any other plan of any Controlled Group Member which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code § 401(a)(4) and 410(b).

(e) Present Value – means present value calculated using the actuarial factors specified in the defined benefit plan that is part of the Required or Permissive Aggregation Group, as applicable, or, if this information is gathered on the Adoption Agreement, the actuarial factors specified in the Adoption Agreement. If there is more than one defined benefit plan that is part of the Required or Permissive Aggregation Group, the actuarial factors used will be those that produce the lowest Top–Heavy Ratio.

(f) Required Aggregation Group – means:

(1) Each qualified plan of any Controlled Group Member in which at least one Key Employee participates or participated at any time during the Top-Heavy Determination Period (whether or not the plan has terminated); and

(2) Any other qualified plan of any Controlled Group Member which enables a plan described in (1) to meet the requirements of Code § 401(a)(4) or 410(b).

(g) Top-Heavy – means the condition of the Plan that exists (or would exist) for any Plan Year beginning after December 31, 1983, if:

(1) The Plan is not part of a Required Aggregation Group and the Top-Heavy Ratio for the Plan exceeds 60%.

(2) The Plan is a part of a Required Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%.

Notwithstanding the above, the Plan is not Top-Heavy if the Plan is a part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group does not exceed 60%. Further, the Plan is not considered to be Top-Heavy if the Plan provides only for Employee 401(k) Contributions.

(h) Top-Heavy Compensation – means Plan Compensation determined without regard to any exclusions specified in the Adoption Agreement.

(i) Top-Heavy Compensation for the Plan Year – means Top-Heavy Compensation actually paid during, and the Earned Income for, the Plan Year. However, if it is specified in the Adoption Agreement that only amounts paid after

the Entry Date are included in Plan Compensation for purposes of determining or allocating Employer Regular Profit Sharing Contributions or Employer Regular Pension Contributions, only amounts paid after the Entry Date will be included in Top-Heavy Compensation for the Plan Year for purposes of satisfying the minimum contribution requirement under Sec. 17.1(b) by means of such type of Employer Contribution.

(j) Top-Heavy Determination Period – means the Plan Year containing the Determination Date and the four preceding Plan Years.

(k) Top-Heavy Eligible Participant – means a Participant who:

(1) Is a Participant in any Component at any time during the Plan Year,

(2) Is either an Employee on the last day of the Plan Year or has at least 501 Hours of Service during the Plan Year; and

(3) Is a Non-Key Employee with respect to the Plan Year.

A Participant is not a Top-Heavy Eligible Participant with respect to the Plan if Sec. 17.1(a) does not apply to the Participant because he/she is covered under another defined contribution or defined benefit plan that provides for the minimum contribution or benefit required under Code § 416 (but such Participant will be a Top-Heavy Eligible Participant with respect to such plan).

(l) Top-Heavy Ratio – means the ratio determined as follows:

(1) If no Controlled Group Member maintains or has maintained any defined benefit plan which during the five-year period ending on the Determination Date has or has had accrued benefits, the Top-Heavy Ratio for the 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 under the defined contribution plan or plans of all Key Employees as of the Determination Date (including any part of any account balance distributed in the five-year period ending on the Determination Date), and the denominator of which is the sum of all account balances under the defined contribution plan or plans (including any part of any account balance distributed in the five-year period ending on the Determination Date), both computed in accordance with Code § 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio will be increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code § 416 and the regulations thereunder.

(2) If any Controlled Group Member maintains or has maintained one or more defined benefit plans which during the five-year period ending on the Determination Date 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 defined contribution plan or plans of all Key Employees (determined in accordance with paragraph (1) above), and the Present Value of accrued benefits under the defined benefit plan or plans for all Key Employees as of the Determination Date, and the denominator of which is the sum of all account balances under the defined contribution plan or plans (determined in accordance with paragraph (1) above), and the Present Value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date, all determined in accordance with Code § 416 and the regulations thereunder. 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 five-year period ending on the Determination Date.

(3) For purposes of paragraphs (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 twelve-month period ending on the Determination Date, except as provided in Code § 416 and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) 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 ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the determination of the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code § 416 and the regulations thereunder. 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.

(4) The accrued benefit of a Participant other than a Key Employee will be determined under the method (if any) that uniformly applies for accrual purposes under all defined benefit plans maintained by any Controlled Group Member, or 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 § 411(b)(1)(C).

(5) Any distribution due to severance from employment, death or disability which was made prior to the one-year period ending on the Determination Date shall be disregarded for purposes of applying the top-heavy rules in paragraphs (1) and (2). Paragraphs (1) and (2) of this subsection will also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with this Plan under Code § 416(g)(2)(A)(i). If an individual has not performed services for the employer at any time during the one-year period ending on the Determination Date, any account balance or accrued benefit for such individual shall not be taken into account.

ARTICLE XVIII – LIMITATIONS ON ALLOCATIONS

18.1 If Covered Only Under The Plan. If the Participant does not participate in, and has never participated in another qualified plan, welfare benefit fund (as defined in Code § 419(e)), individual medical account (as defined in Code § 415(l)(2)) or simplified employee pension (as defined in Code § 408(k) maintained by any Controlled Group Member which provides an Annual Addition for the current Limitation Year, the Annual Additions that may be credited to the Participant's Contribution Accounts under the Plan for the current Limitation Year will not exceed the Maximum Permissible Amount.

If the Annual Additions that would otherwise be contributed or allocated to the Participant's Contribution Accounts would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount, subject to the following rules:

(a) Permissible Practices. The Plan Administrator may initially determine the Maximum Permissible Amount for a Participant using the following practices:

(1) The Plan Administrator may initially use a reasonable estimate uniformly determined for all Participants similarly situated of the Participant's 415 Compensation for the Limitation Year, and Employer Contributions then can be made based on such estimate. Then, as soon as is administratively practicable 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 415 Compensation for the Limitation Year.

(2) The Plan Administrator may initially determine the Maximum Permissible Amount for a Participant without regard to Employee 401(k) Contributions that are subject to refund under subsection (b)(1) and (2), below, and without regard to the corresponding Employer Matching Contributions that will be subject to forfeiture as a result of such refunds. Employer Regular and Qualified Profit Sharing Contributions, or Employer Regular Pension Contributions, then can be made based on such determination.

The Maximum Permissible Amount for the Limitation Year will be determined by taking into account the amount disregarded above.

(b) Correction of Excess. If as a result of using the permissible practices in subsection (a), or as a result of an allocation of Forfeitures, or as a result of a reasonable error in determining the amount of Employee 401(k) Contributions that may be made with respect to a Participant or under other facts and circumstances allowed by the Internal Revenue Service, there is an Excess Amount, the Plan Administrator may make corrections through the Employee Plans Compliance Resolution System (EPCRS), or any successor procedures issued by the Internal Revenue Service, and all Persons performing any function in the operation or administration of the Plan or the investment or control of Plan Assets may rely on the determination of the Plan Administrator.

18.2 If Also Covered Under Another Defined Contribution Plan.

(a) Pre-Approved Defined Contribution Plan. If, in addition to the Plan, the Participant is covered under another qualified pre-approved defined contribution plan, a welfare benefit fund (as defined in Code § 419(e)), an individual medical account (as defined in Code § 415(l)(2)), or simplified employee pension (as defined in Code § 408(k)), maintained by a Controlled Group Member which provides an Annual Addition during the current Limitation Year:

(1) The Annual Additions which may be credited to a Participant's Contributions Accounts under the Plan for the current Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to the Participant's accounts under the other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pensions for the current Limitation Year. If the Annual Additions with respect to the Participant under other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pensions are less than the Maximum Permissible Amount and the Annual Additions that would otherwise be contributed or allocated to the Participant's Contributions Accounts under the Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will 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 plans, welfare benefit funds, individual medical accounts or simplified employee pensions in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Contributions Accounts under the Plan for the Limitation Year.

(2) The Plan Administrator may use the permissible practices specified in Sec. 18.1(a).

(3) If as a result of using the permissible practices in Sec. 18.1(a), or as a result of the allocation of Forfeitures, or as a result of a reasonable error in determining the amount of Elective Deferrals that may be made with respect to a Participant or under other facts and circumstances allowed by the Internal Revenue Service, a Participant's Annual Additions under the Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified employee pension will be deemed to have been allocated first, followed by Annual Additions attributable to a welfare benefit fund or an individual medical account, regardless of the actual allocation date.

(4) If an Excess Amount was allocated to a Participant on an allocation date of the Plan which coincides with an allocation date of another plan, the Excess Amount attributed to the Plan will be the product of:

(A) The total Excess Amount allocated as of such date, times

(B) The ratio of (i) the Annual Additions allocated to the Participant for the Limitation

Year as of such date under the Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other qualified pre-approved defined contributions plans.

Any Excess Amount attributed to the Plan will be disposed in the manner described in Sec. 18.1(b).

(b) Defined Contribution Plan That is Not a Pre-Approved Defined Contribution Plan. If the Participant is covered under another qualified defined contribution plan maintained by a Controlled Group Member which is not a Pre-approved Plan, Annual Additions which may be credited to the Participant's Contribution Accounts under the Plan for any Limitation Year will be limited in accordance with subsection (a) as though the other plan were a Pre-approved Plan unless other limitations are specified in the Adoption Agreement.

18.3 Defined Terms. The following definitions will apply for purposes of this Article (or where the context requires elsewhere in the Plan):

(a) 415 Compensation – 415 Compensation means Plan Compensation, unless a different definition is available and is elected in the Adoption Agreement, in which case such definition will control under the Plan. Notwithstanding anything in the Adoption Agreement to the contrary, in any event, 415 Compensation will be determined without regard to any exclusions from Plan Compensation specified in the Adoption Agreement, but will be limited as provided under Code § 401(a)(17). 415 Compensation includes Elective Deferrals, contributions under a cafeteria plan described in Code § 125 or a Code § 457 plan, and amounts excluded from compensation under Code § 132(f)(4).

415 Compensation includes amounts that are includible in gross income of the Participant under the rules of Code § 409A or Code § 457(f)(1)(A) or because the amounts are constructively received by the Participant, pursuant to Treas. Reg. § 1.415(c)-2(b)(7). However, unless this option is available and is elected in the Adoption Agreement, 415 Compensation does not include any amounts received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, when ever paid.

415 Compensation includes only amounts paid (or made available) to Participant prior to severance from employment, except as provided below. However, 415 Compensation includes payments made after severance from employment of regular compensation for services during the Employee's regular working hours (including payments of overtime, bonuses, commissions, and other similar payments), provided such payments are made within 2½ months after severance from employment (or by the end of the Limitation Year in which the severance from employment occurred, if later) and such payments would have been paid to the Employee prior to severance from employment if the Employee had continued in employment. 415 Compensation also includes a payment made after severance from employment for any unused accrued bona fide sick, vacation, or other leave that the Employee had the right to use, provided such payment is made within 2½ months after severance from employment (or by the end of the Limitation Year in which the severance from employment occurred, if later) and the payment would have been considered 415 Compensation if paid prior to severance from employment.

To the extent directed by the Plan Administrator in a uniform and nondiscriminatory manner, 415 Compensation may include payments to an individual who does not currently perform services for a Controlled Group Member by reason of qualified military service (as defined in Code § 414(u)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Controlled Group Member rather than entering qualified military service.

(b) 415 Compensation for the Limitation Year – 415 Compensation for the Limitation Year means 415 Compensation actually paid or made available to the Employee or includible in gross income during such Limitation Year (or that would have been paid or includible in gross income but for an election of the Participant to make Elective Deferrals or contributions under Code §§ 125, 132(f) or 457), except that the Plan Administrator may elect to include, on a uniform and consistent basis for all similarly situated employees and pursuant to applicable regulations, any de minimis amounts earned but not paid during a year because of the timing of pay periods and pay dates which are paid during the first few weeks of the next Limitation Year. Notwithstanding the previous sentence, an amount of compensation may only be included in one Limitation Year.

(c) Annual Additions – means the sum of the following amounts credited to a Participant's account for the Limitation Year:

(1) Employer contributions.

(2) Employee contributions, other than Employee Catch-Up Contributions and Employee Rollover Contributions.

(3) Forfeitures.

(4) Amounts allocated to an individual medical account (as defined in Code § 415(l)(2)) which is part of a pension or annuity plan maintained by a Controlled Group Member.

(5) Amounts derived from contributions which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee (as defined in Code § 419A(d)(3)), under a welfare benefit fund (as defined in Code § 419(e)), maintained by a Controlled Group Member.

(6) Amounts allocated under a simplified employee pension (as defined in Code § 408(k)).

(7) Any allocation of any amount that has been transferred from a terminating defined benefit plan (or gain allocable thereto) to an account under any defined contribution plan maintained by a Controlled Group Member that is described in Code § 4980(d)(2)(C).

Any Excess Amount applied in the Limitation Year in accordance with this Article to reduce Employer Regular Matching or Regular Profit Sharing Contributions, or Employer Regular Pension Contributions, will be considered Annual Additions for such Limitation Year.

Excess Deferrals that are distributed no later than the first April 15 following the close of the taxable year of the Participant in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3) are not Annual Additions. Otherwise, contributions do

not fail to be Annual Additions merely because they are Excess Deferrals, Excess Contributions or Excess Aggregate Contributions, or merely because Excess Contributions or Excess Aggregate Contributions are corrected through distribution or recharacterization in order to satisfy the Actual Deferral Percentage Test of Code § 401(k) or the Actual Contribution Percentage Test of Code § 401(m).

Employer Regular or Qualified Matching Contributions that are forfeited because the Employee 401(k) Contributions on which they are based are refunded pursuant to Sec. 18.1(b) are not Annual Additions.

Annual Additions do not include any Employee Rollover Contribution made to this Plan. Any contributions determined to be Employee Catch-Up Contributions under Code § 414(v) are not Annual Additions.

Restorative payment amounts that are allocated to a Participant's account are not Annual Additions for any Limitation Year. For this purpose, a restorative payment is a payment made to restore losses to a plan resulting from actions (or inactions) by a fiduciary for which there is reasonable risk of liability for breach of fiduciary duty under Title I of ERISA or under other applicable federal or state law, provided that all similarly situated Participants are treated similarly with respect to the payments. Restorative payments include payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program (other than a breach of fiduciary duty arising from a failure to remit contributions to the plan), or a court-approved settlement to restore losses to the qualified defined contribution plan on account of a breach of fiduciary duty.

(d) Excess Amount - means the excess of the Participant's Annual Additions over the Maximum Permissible Amount for the Limitation Year.

(e) Limitation Year – means the twelve-consecutive-month period ending on the last day of the Plan Year. All qualified plans maintained by all Controlled Group Members must use the same Limitation Year. If the Limitation Year is amended to a different twelve-consecutive-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(f) Maximum Permissible Amount – means the maximum Annual Addition that may be contributed or allocated to a Participant's Contribution Accounts under the Plan for any Limitation Year, which for Limitation Years will not exceed the lesser of:

(1) $40,000 (as adjusted for cost-of-living increases pursuant to Code § 415(d) after 2002).

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve-consecutive-month period, or due to the termination of the Plan, the dollar limit above will be multiplied by the number of months (full months and any fractional parts of a month) in the short Limitation Year and divided by 12.

(2) 100% of the Participant's 415 Compensation for the Limitation Year.

The limitation referred to in either paragraph (2) will not apply to any contribution for medical benefits (within the meaning of Code § 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition.

(g) Pre-approved Plan – means a plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

ARTICLE XIX – LIMIT ON ELECTIVE DEFERRALS, ADP/ACP TESTS

SEC. 19.1 APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

19.1 Return of Excess Deferrals.

(a) Refund of Excess Deferrals. A Participant may assign all or a portion of his/her Excess Deferrals for his/her taxable year to the Plan and request a refund from the Plan. The Plan Administrator will cause a refund to be made to the Participant of any such Excess Deferrals (and the gain or loss allocable thereto) no later than April 15 of the taxable year following the taxable year in which the deferral was made, provided a timely and proper refund request is received from the Participant.

Excess Deferrals refunded under this section may result in a Forfeiture of Employer Regular Matching and/or Qualified Matching Contributions as provided in Sec. 5.2(e).

(b) Request for Refund. A Participant's request for refund of Excess Deferrals must be received by March 1 of the year after the taxable year in which the amounts were deferred under the Plan. The Participant must represent that if such amounts are not distributed, the Participant's Employee 401(k) Contributions, when added to other Elective Deferrals, will exceed the limit imposed under Code § 402(g) for the taxable year in which he/she made the Employee 401(k) 401(k) Contributions, as applicable.

A Participant will be deemed to have submitted a request for refund to the extent he/she has Excess Deferrals for the taxable year taking into account only Employee 401(k) Contributions under the Plan and Elective Deferrals under any other plan maintained by a Controlled Group Member.

(c) Determining Gain or Loss. Excess Deferrals to be distributed to a Participant will be adjusted for gain or loss allocable thereto using the same method specified for Excess Contributions under Sec. 19.2(d), applied solely by reference to the Employee 401(k) Contribution Accounts of the Participant.

Notwithstanding anything in this Sec. 19.1 or Article XIX (or any prior addendum) to the contrary, the income or loss during the gap period shall be disregarded for purposes of determining gain or loss on Excess Deferrals made.

(d) Reduction for Excess Contributions. Excess Deferrals which would otherwise be distributed pursuant to this section will be reduced, in accordance with applicable regulations, by the Excess Contributions that have previously been distributed or recharacterized pursuant to Sec. 19.2(c) for the Plan Year beginning with or within the taxable year of the Participant.

SEC. 19.2 APPLIES ONLY IF THE PLAN IS A PROFIT SHARING PLAN.

19.2 Adjustment of Contributions Required by Code § 401(k).

(a) Actual Deferral Percentage Test. Each Plan Year, the Plan will satisfy the requirements of the Actual Deferral Percentage Test in either paragraph (1) or (2):

(1) 1.25x Test. The Plan satisfies this requirement if the Actual Deferral Percentage for the current Plan Year of the Eligible Employees who are Highly Compensated Employees for the current Plan Year does not exceed the following:

(A) If the current year testing method is specified in the Adoption Agreement, 1.25 times the Actual Deferral Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

(B) If the prior year testing method is specified in the Adoption Agreement, 1.25 times the Actual Deferral Percentage for the prior Plan Year of the group of Eligible Employees who were Non-Highly Compensated Employees for the prior Plan Year.

(2) 2x/2%+ Test. The Plan satisfies this requirement if the Actual Deferral Percentage for the current Plan Year of the Eligible Employees who are Highly Compensated Employees for the current Plan Year does not exceed the following:

(A) If the current year testing method is specified in the Adoption Agreement, the lesser of 2 times or 2% plus the Actual Deferral Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

(B) If the prior year testing method is specified in the Adoption Agreement, the lesser of 2 times or 2% plus the Actual Deferral Percentage for the prior Plan Year of the group of Eligible Employees who were Non-Highly Compensated Employees for the prior Plan Year.

(3) Testing Method. An election to use the current year testing method can be undone only if the Plan meets the requirements for changing to the prior year testing method set forth in Notice 98-1 (or subsequent guidance issued by the Internal Revenue Service). For this purpose, reliance upon paragraph (3) above to satisfy this section will be deemed to be an election to use the current year testing method. If the current testing year method is being used for any Plan Year, such method may be changed to the prior year testing method for a later Plan Year only if:

(A) The Plan has used the current year testing method for each of the preceding five Plan Years (or if lesser, the number of Plan Years the Plan has been in existence), or

(B) If, as a result of a merger or acquisition described in Code § 410(b)(6)(C)(i), the Employer maintains both a plan using the prior year testing method and a plan using the current year testing method and the change is made within the transition period described in Code § 410(b)(6)(C)(ii).

(b) Determining and Allocating the Excess Contributions. The Plan will have Excess Contributions if neither paragraph (1), (2) nor (3) of subsection (a) is satisfied for a Plan Year. The Excess Contributions will first be determined by starting with the Highly Compensated Employee(s) who has the highest Deferral Percentage, and reducing his/her Deferral Percentage to equal that of the Highly Com-

pensated Employee(s) who has the next highest Deferral Percentage, and continuing in that manner until either paragraph (1) or (2) of subsection (a) is satisfied. The Excess Contributions will equal the sum total of the percentage reduction for each Highly Compensated Employee multiplied by his/her 414(s) Compensation for the Plan Year.

The Excess Contributions will then be allocated among the Highly Compensated Employees starting with the Highly Compensated Employee(s) with the highest ADP Amounts, and reducing his/her ADP Amounts to equal those of the Highly Compensated Employee(s) with the next highest ADP Amounts, and continuing in that manner until the Excess Contributions have been allocated among the Highly Compensated Employees.

(c) Treatment of Allocated Excess Contributions. The portion of the Excess Contributions allocated to each Highly Compensated Employee (plus any gain and minus any loss allocable thereto) will be distributed to the Highly Compensated Employee no later than the last day of the Plan Year following the Plan Year to which the Excess Contributions relate. However, to the extent such amounts are not distributed within 2½ months after the last day of the preceding Plan Year, a 10% excise tax will be imposed with respect to the undistributed amount on the Participating Employers.

Excess Contributions distributed under this section for a Plan Year will be reduced by the amount of any Excess Deferrals previously distributed to the Participant for the taxable year of the Participant ending with or within the Plan Year. If the entire Benefit of a Highly Compensated Employee has been distributed during the Plan Year (or prior to a corrective distribution under this section), the distribution will be deemed to have been a corrective distribution to the extent that a corrective distribution would have been required under this section.

Excess Contributions (plus any gain and minus any loss allocable thereto) that are distributed will be attributed to Employee 401(k) Contributions and to Employer Contributions that were treated as ADP Amounts for the Plan Year in such order as may be established by the Plan Administrator. If the Plan Administrator does not establish an order, Excess Contributions will be attributed first to Employee 401(k) Contributions, and next to the following Employer Contributions in the following order to the extent that such contributions were treated as ADP Amounts for the Plan Year: Employer Regular Matching Contributions, Employer Qualified Matching Contributions, Employer Regular Profit Sharing Contributions, and Employer Qualified Profit Sharing Contributions.

Employee 401(k) Contributions that are distributed under this section may result in a Forfeiture of Employer Regular Matching and/or Qualified Matching Contributions as provided in Sec. 5.2(e).

(d) Determining Gain or Loss. The Excess Contributions to be distributed to a Participant will be adjusted for gain or loss for the Plan Year, but not during the period between the end of the Plan Year and the date of distribution (the "gap period").

The gain or loss on Excess Contributions allocated to any Participant for the Plan Year will be determined in accordance with the safe–harbor method, whereby the gain or loss allocable to Excess Contributions for the Plan Year is equal to the gain or loss allocated to the Participant's Employee 401(k) Contribution Account, and to the Contribution Accounts (or subaccounts thereunder) reflecting Employer Contributions that have been treated as ADP Amounts for the Plan Year multiplied by a fraction. The numerator of the fraction is the Excess Contributions to be distributed to the Participant for the Plan Year, and the denominator of the fraction is the sum of:

(1) The balance, as of the beginning of the 401(k) Contribution Accounts and the Contribution Accounts (or subaccounts thereunder) reflecting Employer Contributions that were treated as ADP Amounts for prior Plan Years; plus

(2) The Participant's Employee 401(k) Contributions, and the Employer Contributions that are treated as ADP Amounts for the Plan Year.

(e) Authority to Limit Contributions by Highly Compensated Employees. The Plan Administrator may at any time during the Plan Year make an estimate of the amount of Employee 401(k) Contributions that will be permitted under this section for the Plan Year and may reduce the maximum percent or amount permitted to be contributed by Highly Compensated Employees to the extent the Plan Administrator determines in its sole discretion to be necessary to satisfy this section.

(f) Aggregation of Plans. If the Plan satisfies the requirements of Code § 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 sections of the Code only if aggregated with the Plan, then this section will be applied as if all such plans were a single plan. If the prior year testing method is specified in the Adoption Agreement, and if more than 10% of the Non-Highly Compensated Employees are involved in a Plan coverage change (as defined in Treas. Reg. § 1.401(k)-2(c)(4), then any adjustments to the Actual Deferral Percentage of the Non-Highly Compensated Employees for the prior year will be made in accordance with such regulations. Plans may be aggregated in order to satisfy Code § 401(k) only if they use the same testing method and only if they have the same Plan Year.

If a Highly Compensated Employee participates in two or more plans maintained by any Controlled Group Member to which Elective Deferrals (or other ADP Amounts) are made, all such contributions made during the Plan Year must be aggregated for purposes of applying the provisions of this section. This provision will be applied by treating all such plans with Plan Years ending within the same calendar year as a single plan. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated pursuant to regulations under Code § 401(k).

(g) Disaggregation of Collective Bargaining Employees. If Collective Bargaining Employees participate in the Plan, the portion of the Plan benefiting the members of each collective bargaining unit will be treated as a separate Plan for purposes of applying this section. However, at the discretion of the Plan Administrator, two or more separate collective bargaining units may be aggregated and treated as one unit for this purpose provided the combinations of units is reasonable and reasonably consistent from year to year.

(h) Mergers, Spin-Offs and Asset Transfers. The Plan Administrator will determine the appropriate manner in

which the Actual Deferral Percentage Test is to be applied In the event of a merger, spin-off or asset transfer involving the Plan, based upon such authority (if any) as may be issued by the Internal Revenue Service.

(i) Records. The Plan Administrator will maintain (or cause to be maintained) records sufficient to demonstrate compliance with this section and to show the amount of Employer Contributions treated as ADP Amounts.

19.3 Adjustment of Contributions Required by Code § 401(m).

(a) Actual Contribution Percentage Test. Each Plan Year, the Plan will satisfy the requirements of the Actual Contribution Percentage Test in either paragraph (1) or (2):

(1) 1.25x Test. The Plan satisfies this requirement if the Actual Contribution Percentage for the current Plan Year of the Eligible Employees who are Highly Compensated Employees for the current Plan Year does not exceed the following:

(A) If the current year testing method is specified in the Adoption Agreement, 1.25 times the Actual Contribution Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

(B) If the prior year testing method is specified in the Adoption Agreement, 1.25 times the Actual Contribution Percentage for the prior Plan Year of the group of Eligible Employees who were Non-Highly Compensated Employees for the prior Plan Year.

(2) 2x/2%+ Test. The Plan satisfies this requirement if the Actual Contribution Percentage for the current Plan Year of the Eligible Employees who are Highly Compensated Employees for the current Plan Year does not exceed the following:

(A) If the current year testing method is specified in the Adoption Agreement, the lesser of 2 times or 2% plus the Actual Contribution Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

(B) If the prior year testing method is specified in the Adoption Agreement, the lesser of 2 times or 2% plus the Actual Contribution Percentage for the prior Plan Year of the group of Eligible Employees who were Non-Highly Compensated Employees for the prior Plan Year.

(3) Testing Method. An election to use the current year testing method can be undone only if the Plan meets the requirements for changing to the prior year testing method set forth in Notice 98-1 (or subsequent guidance issued by the Internal Revenue Service). For this purpose, reliance upon paragraph (3) above to satisfy this section will be deemed to be an election to use the current year testing method. If the current testing year method is being used for any Plan Year, such method may be changed to the prior year testing method for a later Plan Year only as provided in Sec. 19.2(a)(4).

(b) Determining and Allocating the Excess Aggregate Contributions. The Plan will have Excess Aggregate Contributions if neither paragraph (1), (2) nor (3) of subsection (a) is satisfied for a Plan Year. The Excess Aggregate Contributions will first be determined by starting with the Highly Compensated Employee(s) who has the highest Contribution Percentage, and reducing his/her Contribution Percentage to equal that of the Highly Compensated Employee(s) who has the next highest Contribution Percentage, and continuing in that manner until either paragraph (1) or (2) of subsection (a) is satisfied. The Excess Aggregate Contributions will equal the sum total of the percentage reduction for each Highly Compensated Employee multiplied by his/her 414(s) Compensation for the Plan Year.

The Excess Aggregate Contributions will then be allocated among the Highly Compensated Employees starting with the Highly Compensated Employee(s) with the highest ACP Amounts, and reducing his/her ACP Amounts to equal those of the Highly Compensated Employee(s) with the next highest ACP Amounts, and continuing in that manner until the Excess Aggregate Contributions have been allocated among the Highly Compensated Employees.

(c) Treatment of Allocated Excess Aggregate Contributions. The portion of the Excess Aggregate Contributions allocated to each Highly Compensated Employee (plus any gain and minus any loss allocable thereto) will be distributed to the Highly Compensated Employee no later than the last day of the Plan Year following the Plan Year to which the Excess Aggregate Contributions relate. However, if such amounts are distributed more than 2½ months after the last day of the preceding Plan Year, a 10% excise tax will be imposed with respect to the undistributed amount on the Participating Employers.

If the Benefit of a Highly Compensated Employee has been distributed in full during the Plan Year (or prior to a corrective distribution under this section), the distribution will be deemed to have been a corrective distribution to the extent that a corrective distribution would have been required under this section.

Excess Aggregate Contributions will be attributed to Employer Contributions that were treated as ACP Amounts for the Plan Year in such order as may be established by the Plan Administrator. If the Plan Administrator does not establish an order, Excess Aggregate Contributions will be attributed to Employer Contributions in the following order to the extent that such contributions were treated as ACP Amounts for the Plan Year: Employer Regular Matching Contributions, Employer Qualified Matching Contributions, Employer Qualified Profit Sharing Contributions, and finally to Employee 401(k) Contributions that were treated as ACP Amounts for the Plan Year.

(d) Determining Gain or Loss. The Excess Aggregate Contributions to be distributed to a Participant will be adjusted for gain or loss for the Plan Year but not during the period between the end of the Plan Year and the date of distribution (the "gap period").

The gain or loss on Excess Aggregate Contributions allocated to any Participant for the Plan Year will be determined in accordance with the safe–harbor method, whereby the gain or loss allocable to Excess Aggregate Contributions for the Plan Year will be equal to the gain or loss allocated to the Participant's Contribution Accounts (or subaccounts

thereunder) reflecting Employee 401(k) Contributions and Employer Contributions that have been treated as ACP Amounts for the Plan Year multiplied by a fraction. The numerator of the fraction is the Excess Aggregate Contributions to be distributed to the Participant for the Plan Year, and the denominator of the fraction is sum of:

(1) The balance, as of the beginning of the Plan Year, of the Participant's Contribution Accounts (or subaccounts thereunder) reflecting Employee 401(k) Contributions and Employer Contributions that have been treated as ACP Amounts for prior Plan Years; plus

(2) The Employee 401(k) Contributions and Employer Contributions that are treated as ACP Amounts for the Plan Year.

(e) Authority to Limit Contributions By Highly Compensated Employees. The Plan Administrator may at any time during the Plan Year make an estimate of the amount of Employer Regular Matching Contributions that will be permitted under this section for the Plan Year and may reduce the maximum percent or amount permitted to be contributed as Employee 401(k) Contributions by Highly Compensated Employees to the extent the Plan Administrator determines to be necessary to satisfy this section.

The Lead Employer further reserves the right to amend the schedule for Employer Regular Matching Contributions to reduce or eliminate such contributions for Highly Compensated Employees to be made with respect to Match Eligible Contributions made after the later of the effective date or adoption date of the amendment.

(f) Aggregation of Plans. If the Plan satisfies the requirements of Code § 401(m), 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 sections of the Code only if aggregated with the Plan, then this section will be applied as if all such plans were a single plan. If the prior year testing method is being used and if more than 10% of the Non-Highly Compensated Employees are involved in a Plan coverage change (as defined in Treas. Reg. § 1.401(m)-2(c)(4)), then any adjustments to the Actual Contribution Percentage of the Non-Highly Compensated Employees for the prior year will be made in accordance with such regulations. Plans may be aggregated in order to satisfy Code § 401(m) only if they use the same testing method and only if they have the same Plan Year.

If a Highly Compensated Employee participates in two or more plans maintained by any Controlled Group Member to which Employer Regular Matching or Qualified Matching Contributions (or other ACP Amounts) are made, all such contributions made during the Plan Year must be aggregated for purposes of applying the provisions of this section. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated pursuant to regulations under Code § 401(m).

(g) Disaggregation of Collective Bargaining Employees. If Collective Bargaining Employees participate in the Plan, the portion of the Plan benefiting the members of each collective bargaining unit will be treated as a separate plan for purposes of applying this section. This section will not apply to the portion of the Plan benefiting Collective Bargaining Employees.

(h) Mergers, Spin-Offs and Asset Transfers. The Plan Administrator will determine the appropriate manner in which the Actual Contribution Percentage Test is to be applied in the event of a merger, spin-off or asset transfer involving the Plan, based upon such authority (if any) as may be issued by the Internal Revenue Service.

(i) Records. The Plan Administrator will maintain (or cause to be maintained) records sufficient to demonstrate compliance with this section and to show the amount of the Employee 401(k) Contributions and the Employer Contributions treated as ACP Amounts.

19.4 No Multiple Use of Alternative Limitation. Effective for Plan Years beginning on or after January 1, 2002, the "multiple use test" under Code § 401(m)(9) and the regulations thereunder shall cease to apply.

19.5 Exception to Information and Consent Requirements. Excess Deferrals, Excess Contributions and Excess Aggregate Contributions may be distributed without regard to any information or consent requirements otherwise imposed on distributions from the Plan.

19.6 Defined Terms. For purposes of this Article (or where the context requires elsewhere in the Plan), the following definitions will apply:

(a) ACP Amounts – means the sum of the following:

(1) The Employer Regular Matching Contributions made on behalf of the Participant for the Plan Year, but excluding any such contributions to the extent that the Plan Administrator directs that such contributions be treated as ADP Amounts for the Plan Year, and excluding any such contributions that are deemed to be Forfeitures pursuant to Sec. 5.2(e).

(2) The Employer Qualified Matching Contributions made on behalf of the Participant for the Plan Year to the extent that the Plan Administrator directs that such contributions be treated as ACP Amounts for the Plan Year, but excluding any such contributions to the extent that the Plan Administrator directs that such contributions be treated as ADP Amounts for the Plan Year, and excluding any such contributions that are deemed to be Forfeitures pursuant to Sec. 5.2(e).

(3) The Employer Qualified Profit Sharing Contributions made on behalf of the Participant for the Plan Year to the extent that the Plan Administrator directs that such contributions be treated as ACP Amounts for the Plan Year, and the current year testing method is used.

(4) To the extent the Plan Administrator so directs, any of the following amounts:

(A) Employee 401(k) Contributions, (provided that the Actual Deferral Percentage Test is satisfied both with and without the exclusion of such contributions), but excluding any such contributions refunded to comply with the Annual Addition limit of Code § 415.

(B) Employer Regular Profit Sharing Contributions made on behalf of the Participant for the Plan Year (provided that such contributions satisfy the requirements to be Employer

Qualified Profit Sharing Contributions and further provided that the non-discrimination requirements of Code § 401(a)(4) are satisfied both with and without the exclusion of such contributions).

Elective Deferrals and Employer Contributions made for a Plan Year will be included as part of the ACP Amounts for such Plan Year only if paid to the Trustee before the end of the 12-month period immediately following the Plan Year; otherwise, they will be included as part of the ACP Amounts for the Plan Year in which paid to the Trustee.

(b) Actual Contribution Percentage – means the average of the Contribution Percentages of the group of Eligible Employees who are Non-Highly Compensated Employees, and of the group of Eligible Employees who are Highly Compensated Employees.

If the prior year testing method is being used, for the first Plan Year for which Employer Regular Matching Contributions are made (and provided this is not a successor plan), for purposes of the prior year testing method, the Actual Contribution Percentage for the prior Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the prior Plan Year will be deemed to be the greater of:

(1) 3%; or

(2) The Actual Contribution Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

If the prior year testing method is being used, and there has been a plan coverage change as defined in Notice 98-1 or subsequent guidance issued by the Internal Revenue Service, the Actual Contribution Percentage for Eligible Employees who are Non-Highly Compensated Employees for the prior Plan Year will be the weighted average of the percentages for the various prior year subgroups calculated in accordance with Notice 98-1 or subsequent guidance issued by the Internal Revenue Service. However, if 90% or more of the total number of Non-Highly Compensated Employees from all prior year subgroups are from a single prior year subgroup, or under such other circumstances as may be permitted by the Internal Revenue Service, the Plan Administrator may elect to use the Actual Contribution Percentage for such single prior year subgroup in lieu of using a weighted average.

The Actual Contribution Percentage will be calculated to the nearest one-hundredth of one percent.

The Plan Administrator will direct the manner in which the Actual Contribution Percentage will be determined in the event of a merger or spin-off involving the Plan during the Plan Year.

(c) Actual Deferral Percentage – means the average of the Deferral Percentages of the group of Eligible Employees who are Non-Highly Compensated Employees, and of the group of Eligible Employees who are Highly Compensated Employees.

If the prior year testing method is being used, for the first Plan Year that the Plan permits any Participant to make Employee 401(k) Contributions (and provided this is not a successor plan), for purposes of the prior year testing method, the Actual Deferral Percentage for the prior Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the prior Plan Year will be deemed to be the greater of:

(1) 3%; or

(2) The Actual Deferral Percentage for the current Plan Year of the group of Eligible Employees who are Non-Highly Compensated Employees for the current Plan Year.

If the prior year testing method is being used, and there has been a plan coverage change as defined in Notice 98-1 or subsequent guidance issued by the Internal Revenue Service, the Actual Deferral Percentage of the group of Eligible Employees who are Non-Highly Compensated Employees for the prior Plan Year will be the weighted average of the percentages for the various prior year subgroups calculated in accordance with Notice 98-1 or subsequent guidance issued by the Internal Revenue Service. However, if 90% or more of the total number of Non-Highly Compensated Employees from all prior year subgroups are from a single prior year subgroup, or under such other circumstances as may be permitted by the Internal Revenue Service, the Plan Administrator may elect to use the Actual Deferral Percentage for such single prior year subgroup in lieu of using a weighted average.

The Actual Deferral Percentage will be calculated to the nearest one-hundredth of one percent.

The Plan Administrator will direct the manner in which the Actual Deferral Percentage will be determined in the event of a merger or spin-off involving the Plan during the Plan Year.

(d) ADP Amounts – means the sum of the following:

(1) The Employee 401(k) Contributions made on behalf of the Participant for the Plan Year, including any Excess Deferrals of Highly Compensated Employees that are distributed under Sec. 19.1, but excluding any:

(A) Excess Deferrals of Non-Highly Compensated Employees made under the plans of the Controlled Group Members,

(B) Employee 401(k) Contributions refunded to comply with the Annual Addition limit of Code § 415, and

(C) Employee Catch-Up Contributions.

(2) The Employer Qualified Matching Contributions made on behalf of the Participant for the Plan Year, but excluding any such contributions that the Plan Administrator directs be treated as ACP Amounts for the Plan Year, and excluding any such contributions that are treated as Forfeitures pursuant to Sec. 5.2(e).

(3) The Employer Qualified Profit Sharing Contributions made on behalf of the Participant for the Plan Year, provided the current year testing method is used; but excluding any such contributions that the Plan Administrator directs be treated as ACP Amounts for the Plan Year.

(4) To the extent the Plan Administrator directs, any of the following amounts:

(A) Employer Regular Profit Sharing Contributions made on behalf of the Participant for the Plan Year (provided that such contributions satisfy the requirements to be Employer Qualified Profit Sharing Contributions and further provided that the non-discrimination requirements of Code § 401(a)(4) are satisfied both with and without the exclusion of such contributions).

(B) Employer Regular Matching Contributions made on behalf of the Participant for the Plan Year (provided that such contributions satisfy the requirements to be Employer Qualified Matching Contributions), but excluding any such contributions that are treated as Forfeitures pursuant to Sec. 5.2(e).

Elective Deferrals and Employer Contributions made for a Plan Year will be included as part of the ADP Amounts for such Plan Year only if paid to the Trustee before the end of the 12-month period immediately following the Plan Year; otherwise, they will be included in the ADP Amounts for the Plan Year in which paid to the Trustee.

(e) Contribution Percentage – means the ratio (expressed as a percentage) determined by dividing the ACP Amounts of the Eligible Employee for the Plan Year by his/her 414(s) Compensation for the Plan Year.

(f) Deferral Percentage – means the ratio (expressed as a percentage) determined by dividing the ADP Amounts of the Eligible Employee for the Plan Year by his/her 414(s) Compensation for the Plan Year.

(g) Eligible Employee – means:

(1) For purposes of calculating the Actual Deferral Percentage, any Participant who is eligible to make Employee 401(k) Contributions for any portion of the Plan Year (regardless of whether he/she makes such contributions).

(2) For purposes of calculating the Actual Contribution Percentage:

(A) Any Participant who would be eligible to receive an Employer Regular or Qualified Matching Contribution for the Plan Year were he/she to have made Match Eligible Contributions (regardless of whether he/she makes such contributions); or

(B) If Employee 401(k) Contributions are treated as ACP Amounts for the Plan Year, any Participant who is eligible to make Employee 401(k) Contributions for any portion of the Plan Year (regardless of whether he/she makes such contributions).

The Plan Administrator may direct that Non-Highly Compensated Employees who have not attained age 21 or have not completed one year of Service (or who have not yet reached the Entry Date specified by the Plan Administrator that is not later than the latest Entry Date that would be permissible under Code § 410(b)), may be disregarded and treated as not being Eligible Employees. However, this is permitted only if the portion of the Component that covers Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) who have not attained age 21 or have not completed one year of Service (or who have not yet reached the applicable Entry Date), and the remaining portion of the Component each satisfy the coverage requirements of Code § 410(b).

(h) Excess Deferrals – means the amount of any Elective Deferrals made for the taxable year of a Participant in excess of the limit for such year under Code § 402(g), disregarding any Catch-Up Contributions under this Plan, or any similar contributions that are subject to Code § 414(v) made under any other plan of the Lead Employer or a Controlled Group Member.

(i) 414(s) Compensation for the Plan Year – means Plan Compensation (as defined in Sec. 2.49(a)(1)), or such other definition of compensation that satisfies Code § 414(s) and is directed to be used for the Plan Year by the Plan Administrator, but in all events disregarding any amounts in excess of the limit imposed under Code § 401(a)(17).

The Plan Administrator may direct that different definitions of 414(s) Compensation for the Plan Year be used for different Plan Years, but the same definition must be used for all Participants for a particular Plan Year. 414(s) Compensation for the Plan Year only includes amounts paid after the Entry Date for the applicable Component, unless directed otherwise by the Plan Administrator.

ARTICLE XX– MISCELLANEOUS PROVISIONS

20.1 Offset For Leased Employee Benefits. The contributions received by a Leased Employee under a qualified plan maintained by the leasing organization and that are attributable to services performed for a Participating Employer may be applied as an offset against Employer Regular Profit Sharing Contributions, or Employer Regular Pension Contributions, in such manner as the Plan Administrator determines is consistent with Code § 414(n).

20.2 Coverage Failures. If the Plan is a non-standardized plan, and it would otherwise fail to satisfy the coverage requirements of Code §410(b) for a Plan Year because of a requirement that a Participant complete a specified number (greater than 501) of Hours of Service during the Plan Year or be an Employee on the last day of the Plan Year in order to receive an Employer Contribution, then the Hours of Service requirement will be reduced by one, and one again (but not below 501), until a sufficient number of individuals receive a contribution to pass the coverage requirements of Code § 410(b)(1)(A) or (B). If the Plan fails to satisfy the coverage requirement after such process, then the last day requirement will be applied by treating all individuals who were Employees on the day before the last day of the Plan Year, and the day before that again, as having been employed on the last day of the Plan Year until a sufficient number of individuals receive a contribution to pass the coverage requirements of Code § 410(b)(1)(A) or (B).

20.3 Qualified Military Service.

(a) General Rule. The Plan will comply with the requirements of Code § 414(u) with respect to each Participant who is absent from service because of "qualified military service" (as defined in Code § 414(u)(5)) provided that he/she returns to employment within such period after the end of the qualified military service as is prescribed under Code § 414(u) (or other federal law cited therein). Accordingly, any such Participant will be permitted to make additional Employee 401(k) Contributions after his/her reemployment, will receive Employer Contributions, and will receive service credit for the period of qualified military service as required under Code § 414(u).

(b) Death While Performing Qualified Military Service. Effective for any death on or after January 1, 2007, a Spouse or Beneficiary of a Participant who dies while performing qualified military service will be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant returned to active employment with a Controlled Group Member following the end of the qualified military service and then terminated employment on account of death.

(c) Optional Benefit Accruals. If so specified in the Adoption Agreement, effective for a Participant's death or disability occurring while the Participant was performing qualified military service, Employer provided benefit accruals or contributions under the Plan will be calculated as if the Participant had returned to active employment with a Controlled Group Member on the day preceding death or disability and then terminated employment on the actual date of death or disability. Any benefit accruals or contributions based on this paragraph are subject to the non-discrimination rules of Code § 414(u)(9) and will be calculated as provided in the Code.

For purposes of determining the amount of any contribution under this paragraph which are based on Participant Elective Deferrals or other Employee contributions, the deceased or disabled Participant will be deemed to have made Elective Deferrals or other employee contributions in an amount equal to the Participant's actual average deferrals made during the 12-month period prior to the start of the qualified military service (or the Participant's total period of service, if less). However, if a disabled Participant is reemployed, the contributions under this paragraph may be based on the Participant's make-up contributions for the applicable time period, in accordance with IRS guidance.

(d) Military Differential Pay. Effective for Plan Years beginning on or after January 1, 2009, an individual receiving "military differential wage payments" (as defined under Sec. 2.49(g)) is deemed an Employee of the Employer making the payment. Notwithstanding anything in the Basic Plan Document to the contrary, military differential wage payments will be considered compensation to the extent required by Code § 414(u) or any IRS guidance there under.

20.4 No Diversion. The Trust Fund will be for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan. Accordingly, Plan Assets may not be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and no amendment will be effective if it causes such diversion. Notwithstanding the foregoing, the Trustee will return amounts to the Participating Employers if the Lead Employer or Plan Administrator certifies that one of the following circumstances exists:

(a) Contributions Made by Mistake. If the Lead Employer determines that any contribution (or portion thereof) is made by a mistake of fact, the Trustee will, upon direction of the Lead Employer, return such contribution within one year. Gains attributable to such contribution (or portion thereof) will not be returned, but will remain in the Trust Fund and will be credited to a Pending Allocation Account. However, the amount returned will be reduced by any losses attributable to such contribution (or portion thereof).

(b) Contributions Conditioned on Qualification. Contributions are conditioned upon initial qualification of the Plan under Code § 401(a). If the Plan receives an adverse determination from the Internal Revenue Service with respect to such initial qualification, the Trustee will, upon direction of the Lead Employer or Plan Administrator, return the amount of such contribution within one year after the date of denial of qualification of the Plan; provided, however, that the application for qualification must have been submitted to the Internal Revenue Service by the time prescribed by law for filing the Lead Employer's federal income tax return for the taxable year in which the Plan is adopted, or by such later date as the Secretary of the Treasury may prescribe. For this purpose, the amount to be so returned will be the contributions actually made, adjusted for the investment experience of, and any expenses chargeable against, the portion of the Plan Assets attributable to the contributions actually made to the Plan.

(c) Contributions Conditioned on Deductibility. Each employer contribution is conditioned upon its deductibility under Code § 404. To the extent the deduction is disallowed by the Internal Revenue Service, the Trustee will, upon direction of the Lead Employer or Plan Administrator, return such contribution (to the extent disallowed) within one

year after the disallowance of the deduction. However, gains attributable to such contribution (or disallowed portion thereof) will not be returned but will remain in the Trust Fund and will be credited to a Pending Allocation Account, and the amount returned will be reduced by any losses attributable to such contribution (or disallowed portion thereof).

(d) Residual Assets. If any residual assets remain in the Trust Fund after the liabilities of the Plan to Participants and Beneficiaries have been satisfied and all reasonable expenses of the Plan have been paid, the Trustee will, upon direction of the Lead Employer or Plan Administrator, return such residual assets to Participating Employers, to the extent such residual assets are held in a Pending Allocation Account or cannot be allocated to Participants (for example, when there is no Plan Compensation upon which to allocate the remaining assets).

In the case of any such return of contributions, adjustments will be made to the Contribution Accounts of Participants, and any Pending Allocation Account resulting from gains on returned amounts will be applied, in such manner as is directed by the Plan Administrator.

20.5 Qualified Domestic Relations Orders. Notwithstanding any contrary provision, an individual who is entitled to payments from the Plan as an "alternate payee" pursuant to a qualified domestic relations order (as defined in Code § 414(p)) may, if the order so provides, receive a lump sum payment from the Plan of the amount payable to such individual as soon as administratively practicable after the date the order is determined to be a qualified domestic relations order, and all time for appeal of such determination has elapsed under the qualified domestic relations order procedures prescribed by the Plan Administrator. This payment form is available in addition to any payment forms otherwise provided under the Plan and authorized under the qualified domestic relations order.

The Plan Administrator will be responsible for determining the "qualified" status of a domestic relations order, and a domestic relations order will not be effective for any purpose of the Plan until it is adopted by the court or applicable state authority and it is determined to be a qualified domestic relations order by the Plan Administrator. The Plan Administrator is not obligated to take any action (e.g., suspending distributions or investment transactions) in response to a proposed or draft order, or on information that any order is to be filed with the Plan. Further, the Plan Administrator may suspend payments under an order that it previously has determined to be a qualified domestic relations order if the Plan Administrator has received evidence calling into question the validity of such order under applicable domestic relations law. In such case, the Plan Administrator will take such actions as he/she/it deems reasonable to determine the validity of the order. A domestic relations order will not fail to be a "qualified" domestic relations order solely because of the time at which it is issued, in accordance with DOL Reg. § 2530.206(c) (including, for example, a domestic relations order issued after the death of a Participant).

A qualified domestic relations order may provide for an immediate assignment of only the vested portion of a Contribution Account, but may not provide for an immediate assignment of that portion of the vested portion of a Contribution Account that is subject to any lien (e.g., the portion that is subject to a tax levy, or the portion that secures a loan made to the Participant).

20.6 Insurance Company Not Responsible for Validity of Plan. No insurance company that issues a contract under the Plan will have any responsibility for the validity of the Plan. An insurance company to which an application may be submitted hereunder may accept such application and will have no duty to make any investigation or inquiry regarding the authority of the applicant to make such application or any amendment thereto or to inquire as to whether an individual on whose life any contract is to be issued is entitled to such contract under the Plan.

20.7 No Guarantee of Employment. Participation in the Plan does not constitute a guarantee or contract of employment with any Controlled Group Member. Participation in the Plan will in no way interfere with any rights the employer has to determine the duration of employment or the duration of an individual's status as a Self-Employed Individual.

20.8 Headings. Headings at the beginning of Articles and Sections are for convenience of reference, will not be considered a part of the text of the Plan, and will not influence its construction.

20.9 Capitalized Definitions. Capitalized terms used in the Plan will have their meaning as defined in the Plan unless the context clearly indicates to the contrary.

20.10 Gender. Any references to the masculine gender include the feminine and vice versa.

20.11 Use of Compounds of Word "Here". Use of the words "hereof", "herein", "hereunder", or similar compounds of the word "here" will mean and refer to the entire Plan unless the context clearly indicates to the contrary.

20.12 Plan Construed as a Whole. The provisions of the Plan will be construed as a whole in such manner as to carry out the provisions thereof and will not be construed separately without relation to the context.

20.13 Benefiting. A Participant is treated as benefiting under the Plan for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with Treas. Reg. § 1.410(b)-3(a).

20.14 Exclusive Purpose. The Trust Fund will be used for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan, as provided in ERISA. The Trust Fund may not be used for, or diverted to, other purposes and no amendment will be effective if it causes such diversion. However, this exclusive purpose requirement and prohibition on diversion will not prevent the return of amounts to any source pursuant to express provisions of the Plan.

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