The Wise Choice 401(a) Plan

The total contribution limit for 401(a) defined contribution plans under section 415(c)(1)(A) is $57,000 for 2020. This includes both employer and employee contributions.

Contributions are made to an account in your name for the exclusive benefit of you and your beneficiaries. The value of the account is based on the contributions made and the investment performance over time. No taxes are due, including on earnings, until you make withdrawals.

- The Wise Choice 401(a) Plan only allows for employer contributions
- Contributions your employer makes are typically a fixed dollar or percentage amount
- No testing is required

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Trust Agreement

Please note that this Trust Agreement is a proprietary document of State Street Bank and Trust Company ("SSBT"), which is offered for use solely by clients of Transamerica Retirement Solutions Corporation and its affiliated companies ("TRSC"). Trustee services are provided by SSBT as a directed trustee under this document to clients of TRSC free of charge due to TRSC's unique business relationship with SSBT.

Please note that this Trust Agreement may not be modified or altered in any way. Also note there is no obligation to appoint SSBT as plan trustee; a different trustee may be appointed at your discretion.

We would be glad to answer any questions you or your legal counsel may have regarding the Trust Agreement's provisions.

TRUST AGREEMENT

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TRUST AGREEMENT

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TRUST AGREEMENT

THIS AGREEMENT, between Illinois Public Pension Fund Association (the "Employer"), and State Street Bank and Trust Company (the "Trustee") is effective January 1, 2014.

W I T N E S S E T H:

WHEREAS, the Employer has duly established The Wise Choice 401(a) Plan, for certain of its employees and the employees of other adopting employers, if so provided in the Plan, and wishes to establish a trust ("Trust") to be administered by the Trustee, to which Trust contributions are to be made from time to time by the Employer and the other adopting employers, to be used for the exclusive benefit of its employees and their successors in interest in accordance with the provisions of the Plan and as set forth below; and

WHEREAS, the Trustee is willing to serve as a directed trustee and to hold and administer such money and other property pursuant to the terms of this Trust Agreement ("Agreement");

NOW, THEREFORE, the Employer and the Trustee agree as follows:

ARTICLE I
ESTABLISHMENT

1.1 Establishment of Trust. The Employer hereby establishes the Trust to hold assets of the Plan qualified under Section 401 (a) of the Internal Revenue Code of 1986, as amended ("Code"). If the Plan is not qualified, the Trust will not be made available to the Employer, and if the Plan subsequently ceases at any time and for any reason to be qualified, the Trust will not remain available to the Employer. All deposits to the Plan must be made to the Trust, and all assets of the Plan must be held under the Trust, subject to the following exceptions:

(a) Plan assets held in trust by a Trustee other than State Street Bank and Trust Company.
(b) Plan assets held under an insurance company group annuity contract which is not issued to State Street Bank and Trust Company as Plan Trustee.

The Trustee, by executing this Trust Agreement, accepts the Trust and agrees to administer the Trust as provided in this Agreement.

1.2 Plan Qualification. The Employer, by executing this Trust Agreement, represents that the Plan is a qualified plan under Section 401(a) of the Code, and agrees to notify the Trustee if it has reason to believe the Plan has ceased or will cease to be so qualified. The Trustee will have no liability or responsibility for the validity, legal effect or tax qualification of the Plan.

ARTICLE II
ADMINISTRATION OF TRUST FUND

2.1 General Administration. This Trust shall be administered by the Trustee for the exclusive purposes of providing benefits to Participants and their successors in interest and shall be administered in accordance with the Employee Retirement Income Security Act of 1974 ("ERISA") and this Agreement. The Trustee, by executing this Agreement, agrees to be bound by its terms. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims. The Employer hereby agrees to provide a copy of the Plan document to the Trustee, to notify the Trustee of any amendment to the Plan and to provide promptly a copy of such amendment to the Trustee.

2.2 Contributions to Trust. The Trustee will accept such contributions of cash or Employer Securities as defined by Code Section 409(1*)* made by or on behalf of Participants as it receives from time to time from the Employer, and such assets as may be transferred by the Plan Administrator, Participants or by the trustee or custodian of another qualified plan or individual retirement account, if the Plan Administrator has certified that such transfer is in accordance with the Plan.

The Trustee will have no responsibility for determining the time or amount of any contribution to the Trust or enforcing the collection of any contribution. Also, the Trustee will have no responsibility for determining that contributions satisfy any applicable requirement of the Plan or law, including, but not limited to, the minimum contribution requirements of Code Sections 412 and 416. Also, the Trustee will have no responsibility for determining whether the amount of any contribution (or the portion of such contribution allocated to the account(s) of a Participant) is within any applicable limit, including, but not limited to, the limits imposed by Code Sections 401(k) and (m), 402(g), 404 and 415. The contribution or transfer of any amount to the Trustee hereunder constitutes a certification by the Employer and/or the Plan Administrator that such contribution or transfer is in accordance with the Plan.

2.3 Accounts. The Trustee will maintain such accounts or funds as are necessary for the Trustee to carry out its responsibilities under the Trust; and the Trustee will make credits to or charges against such accounts or funds as directed. The Trustee will not maintain records of individual Participant's accounts.

2.4 Distributions from Trust. The Trustee shall pay benefits, fees and/or dividends paid on Employer Securities, if any, from the Trust only upon receipt of written direction from Transamerica Retirement Solutions Corporation ("TRSC").

TRSC will provide such direction to the Trustee based on the written direction it receives from the Plan Administrator or a third party administrator or other entity, if authorized by the Plan Administrator. The Trustee shall rely on directions from TRSC and shall be under no duty to ascertain whether the directions are in accordance with the Plan.

Upon receipt of written direction as described above certifying that an amount is payable under the Plan, TRSC will give direction to the Trustee who will promptly pay such amount in accordance with the notice and will be fully protected in so doing. The notice to TRSC will include all information necessary to enable TRSC to direct the Trustee to make such payment, including income tax withholding instructions and the account or accounts or investment fund or funds to be charged with such payments. The Plan Administrator's giving of a payment notice constitutes a certification to the Trustee and TRSC that such payment is in accordance with the Plan, that the Plan Administrator has provided the Participant any and all notices and explanations required by law and that the Plan Administrator has properly obtained any waivers or consents of the Participant, the Participant's spouse or other distributee required by law. The Trustee will have no responsibility for the application of any payments made by it, for determining the rights or benefits of any person in the Trust or under the Plan, for the administration of the Plan, or for the adequacy of the Trust to meet all liabilities arising under the Plan. The Trustee shall have no responsibility for calculating or determining any amount to be distributed to a Participant and/or for compliance with any applicable requirements for distribution.

ARTICLE III
INVESTMENT DIRECTION

3.1 Directed Trustee. The Trustee shall act only as a directed Trustee and shall exercise no discretion over the investment or distribution of the Trust. The Trustee shall invest and reinvest the Trust, without distinction between principal and income, in accordance with investment directions, as provided in this Article. Notwithstanding the foregoing, if the Plan (a) is a defined contribution individual account plan, not more than forty-nine percent (49%) of the Plan's assets shall be invested in Employer Securities; and (b) is a defined benefit pension plan, not more than ten percent (10%) of the Plan's assets shall be invested in Employer Securities. The Trustee will have no responsibility to question such instructions or directions and will have no responsibility or liability for compliance with any applicable requirements concerning Plan investments under the Plan or ERISA or for any loss or decrease in value which results from the choice of investments for the Trust. Whenever the Trustee is permitted or required to act upon instructions or directions of the Named Fiduciary, Plan Administrator, or Participant, the Trustee will have no responsibility or liability for any action taken or omitted by the Trustee in reliance on such instructions or directions.

It is understood and agreed by the parties that although the Trustee will perform certain ministerial and custodial duties with respect to the assets held in Trust, such duties will be performed by officers and other employees of the Trustee or by such other person or persons with whom the Trustee has contracted to perform services for it, all of whom may be unfamiliar with investment management, and that such duties will not include the exercise of any discretionary authority or other authority to manage and control assets comprising the Trust.

3.2 Named Fiduciary-Investment Direction. Subject to Sections 3.3 and 3.4, the Trustee shall invest the Trust pursuant to the written direction of the Plan's Named Fiduciary or any person authorized to act on behalf of the Named Fiduciary. The Trustee is authorized to take investment instructions from TRSC and TRSC will provide investment instructions to the Trustee based on the written direction it receives from the Plan's Named Fiduciary or any person authorized to act on behalf of the Named Fiduciary. The Employer will certify to TRSC the identity of the Named Fiduciary (and of any other person authorized to act on behalf of the Named Fiduciary) and will provide specimen signatures of such person(s). The Trustee may assume that the authority of such person or persons continues unless TRSC is otherwise notified in writing. The Trustee will not be liable for or in any way obligated to inquire into the acts or omissions of a Named Fiduciary.

3.3 Participant-Investment Direction. If the Plan permits Participants to direct the investment of some or all of their Plan accounts, the Trustee will invest the Trust pursuant to the Participant's investment directions. Each Participant shall convey investment instructions to the Plan Administrator and the Plan Administrator shall transmit those instructions, in writing, promptly to TRSC. TRSC will then provide such investment instructions to the Trustee. The Employer and TRSC may agree, in a separate written agreement, to an alternative method of communicating Participant directed investments, such as by telephone or electronic transmission.

Each Participant who has established a Schwab Personal Choice Retirement Account® ("PCRA") and completed a Limited Power of Attorney ("LPOA") is authorized by the Trustee to relay trading instructions directly to Charles Schwab & Co., Inc. ("Schwab"). The Trustee or its agent may, in accordance with the LPOA, revoke the LPOA at any time by giving written notice to Schwab and reserves the right under certain circumstances to provide written direction to Schwab to liquidate a Participant's PCRA assets for transfer to TRSC on behalf of such Participant.

3.4 Short-Term Holdings Pending Instructions. In the event the Trustee fails to receive proper direction with respect to the investment of any contribution made to the Plan, the Trustee may hold such assets without liability for interest for a reasonable length of time from the date of receipt; and, then, if proper instructions have still not been received, the Trustee shall invest such contribution in the State Street Bank and Trust Cash Reserve Fund, or any successor short-term investment fund with similar investment objectives. The Trustee may also hold assets awaiting distribution from the Plan for a reasonable length of time without liability for interest.

The Trustee does not retain any float income, the handling of float income that may be retained by TRSC is described in detail in TRSC's investment documents or Pension Services Agreement, as the case may be.

ARTICLE IV
POWERS OF TRUSTEE

4.1 Directed Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust; provided, however, that such powers and authority shall be exercised by the Trustee only upon the receipt of direction as provided in Article III:

(a) to deal with all or any part of the Trust assets, including the power to acquire and dispose of assets;

(b) to hold any part of the Trust in cash for a reasonable time pending investment or distribution, without liability for interest;

(c) to enforce by suit or otherwise, or to waive its rights on behalf of the Trust, and to defend claims asserted against it or the Trust; however, the Trustee will not be required to institute or defend itself, the Plan or the Trust in any court or administrative proceeding unless it has first been indemnified to its satisfaction for costs and expenses;

(d) to compromise, adjust and settle any and all claims against or in favor of it or the Trust;

(e) to vote, or give proxies to vote, any stock or other security, and to waive notice of meetings; provided, however, that such rights shall be exercisable with respect to Employer Securities held as part of the Trust Fund only to the extent and in the manner set forth in the Plan or Operating Procedures;

(f) to oppose, or participate in and consent to the reorganization, merger, consolidation or readjustment of the finances or capitalization of any enterprise, to pay assessments and expenses in connection therewith, and to deposit securities under deposit agreements;

(g) to invest or reinvest principal and income of the funds belonging to the Trust in common or preferred stocks, including Employer Securities, mutual funds, bonds, or other securities, or limited partnership interests, or real or personal properties or interests therein, or any options, warrants or other instruments representing rights to receive, purchase, or subscribe for the same, or evidencing or representing any other rights or interests therein, or group annuity contracts which may include separate accounts issued by a legal reserve life insurance company authorized to do business in New York or to hold any reasonable amounts of such principal or income in cash;

(h) to execute such deeds, leases, contracts, bills of sale, notes, proxies and other instruments in writing as shall be deemed requisite or desirable in the proper administration of the Trust Fund;

(i) unless otherwise provided in the Plan, to cause all or any part of the money or other property of this Trust to be commingled with the money or other property of trusts created by others by causing such assets to be invested as part of any one or more collective investment funds or group trusts maintained by fiduciaries with respect to this Plan and Trust, including the Trustee. The declaration of trust under which each such collective investment fund or group trust is established and maintained, as from time to time amended, is hereby made a part of this Trust to the same extent as if its terms were set out in full herein;

(j) to sell for cash, to convert, redeem or exchange for other securities or other property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other property at any time held by the Trustee;

(k) to exercise any conversion privilege, subscription or other rights incident to property in the Trust and to make payments incidental thereto;

(l) to do all acts and things, not specified herein, which it deems advisable to carry out the Trust; and generally to exercise any of the powers of an owner with respect to all or any part of the Trust.

4.2 Discretionary Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust to be exercised in its sole discretion:

(a) to register or cause to be registered any securities held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity, to permit securities or other property to be held by or in the name of others, to hold any securities in bearer form and to deposit any securities or other property in a domestic depository, clearing corporation, or similar corporation; provided the requirements of Department of Labor Regulation 2550.404b-1 are met;

(b) to make, execute, and deliver as Trustee hereunder, any and all instruments in writing necessary or proper for the accomplishment of any of the powers referred to in Section 4.1 or in this Section 4.2;
(c) to employ suitable agents, advisers, and counsel and to pay their reasonable expenses and compensation as expenses of the Trust;
(d) to contract with, as an agent of the Trustee, another person or persons, related or unrelated to the Trustee, for performance of any of the Trustee's duties hereunder, including, but not limited to, Trust recordkeeping, provided that the expenses and compensation of such person or persons shall be an expense of the Trustee, and not an expense of the Trust;
(e) to bring, join in, or oppose any suits or legal proceedings involving the Trust where the Trustee may be adversely affected by the outcome, individually or as trustee, or where it is advised by counsel that such action is required on its part by ERISA or other applicable law provided that the Trustee shall promptly give written notice to the Employer and offer the Employer the right to control any such action as long as such action has not been initiated by the Employer or any of its affiliates;
(f) to receive all rents, issues, dividends, income, profits, and properties of every nature due the Trust Fund, and to hold or make distribution therefor in accordance with the terms of this Trust Agreement;
(g) to take any action committed to the Trustee's discretion by other provisions of this Agreement;
(h) generally to exercise such powers and to do such acts (exclusive of powers and acts involving investment management or otherwise committed to the discretion of the Named Fiduciary or any other party hereunder) whether or not expressly authorized, which may be considered necessary or desirable by the Trustee for the protection of the Trust.

4.3 Delegation. In the management of the Trust, the Trustee may employ agents and delegate to them such ministerial and limited discretionary duties as the Trustee shall see fit. As of the effective date of the Trust Agreement, the Trustee has appointed TRSC as the agent to which it has delegated certain duties. Also, as of the effective date of the Trust Agreement, the Trustee appoints the Employer as its authorized representative to which it has delegated the authority to sign on the Trustee's behalf all documents relating to the investment of Plan assets in any vehicle sponsored by or made available through TRSC and its affiliates.

4.4 Delivery and Custody of Funds and Securities. All settlements of transactions shall be carried out through the Trustee. The Trustee shall comply with applicable law as to such custody, including without limitation, Section 404(b) of ERISA (relating to location of indicia of ownership) and any regulations issued thereunder.

4.5 Voting. The Trustee shall forward all proxies, shareholder information calls for redemption, offer or exchange, subscription, reorganization or other proceedings affecting securities in the Trust Fund to the individual or entity holding voting power with respect to the securities involved and shall take action in respect thereto as directed; with respect to Employer Securities, the provisions of the Plan or Operating Procedures shall determine who has such voting power.

ARTICLE V
ACCOUNTINGS

5.1 Valuation and Reports.
(a) The Trustee will keep full accounts of all its receipts, disbursements and other transactions hereunder, and, annually, will determine the fair market value of the assets of the Trust as of the last day of the Plan Year or more frequently if requested by the Employer and agreed to by the Trustee. (If any Plan Year is less than a 12-month period, the Trustee shall make the same valuation as of the last day of said short Plan Year.) If any assets of the Trust are invested in Employer Securities for which there is no readily ascertainable market value, the Employer shall supply the Trustee with a proper valuation. For purposes of such accounts, the fiscal year of the Trust will coincide with the Plan Year. Within a reasonable time after the end of the Plan Year, or within a reasonable time after its removal or resignation, or the termination of the Trust, the Trustee will render to the Plan Administrator an account of its administration of the Trust since the last previous such accounting.

(b) With the consent of the Trustee, the Plan Administrator or Employer may establish other valuation dates, and the Trustee will render to the Plan Administrator an account of the value of the Trust assets as of the current valuation date and, if requested, of its transactions hereunder since the preceding valuation date.

(c) The Trustee's records, if any, relating to each Plan, shall be open to inspection, copying and audits at reasonable times by the Plan Administrator and TRSC. No person other than the Plan Administrator will have the right to demand or receive any report or account from the Trustee. In any proceeding for a judicial settlement of any account or for instructions, the only necessary parties will be the Trustee, TRSC, and the Plan Administrator.

5.2 Approval of Account. To the extent permissible under applicable law, the written approval of any account statement by the Plan Administrator will be final and binding upon the Employer, the Participants and all persons who now or at any time have an interest in the Trust, relating to all matters and transactions stated or shown. The failure of the Plan Administrator to notify the Trustee or its duly appointed agent within 180 days (9 ½ months for the Plan year end account statement) of the Plan Administrator's objections (if any) to the account statement after the Trustee's sending of any such account statement to the Employer will be the equivalent of written approval. If the Plan Administrator files any objections within such 180 day period (9 ½ months for the Plan year end account statement) with respect to any matters or transactions stated or shown in the account statement and the Plan Administrator and the Trustee cannot resolve the questions raised by such objections, the Trustee will have the right to have such questions settled by judicial proceedings.

ARTICLE VI
COMPENSATION, FEES AND TAXES

6.1 Trustee Compensation. There are currently no fees due the Trustee from the Plan. However, the Trustee reserves the right to impose and/or amend fees upon the giving of 90 days' advance written notice to the Employer. If the Trustee resigns or is removed during the 90 day notice period, such new or amended fees will not be in effect.

6.2 Fees. Any fees imposed pursuant to Section 6.1 which are incurred in the administration of the Trust may be paid directly to the Trustee by the Employer. All fees not so directly paid by the Employer shall be paid from the assets of the Trust.

6.3 Method of Payment. In order to provide for payment of any fees not paid directly by the Employer as provided in Section 6.2, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any loss resulting from such liquidation. Any fees of the Trustee which are not paid from the Trust for whatever reason will be the responsibility of the Employer. Any payment out of the Trust of any of the fees authorized in this Article VI shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.

6.4 Taxes.

(a) All real and personal property taxes, income taxes and other taxes of any and all kinds in respect of the Trust or any money, income or property forming a part of the Trust, shall be paid directly from the assets of the Trust following advance written notice to the Employer, if the Employer chooses not to pay such taxes separately.

(b) The Trustee may assume that any taxes assessed on or in respect of the Trust are lawfully assessed unless the Plan Administrator or the Employer shall in writing advise the Trustee that in the opinion of counsel for the Employer such taxes are not lawfully assessed. If the Trustee is so advised and if requested to do so by the Plan Administrator and suitable provision for indemnity has been made, the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Plan Administrator, Employer or counsel for the Employer. The word "taxes" in this Section 6.4 shall be deemed to include any interest or penalties that may be levied or imposed in respect to any taxes assessed.

(c) In order to provide for payment of any taxes as provided in Section 6.4, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any resulting loss. Any payment out of the Trust of any taxes authorized in this Article VI, shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.

ARTICLE VII
RESIGNATION

7.1 Resignation or Removal of Trustee.

(a) The Trustee may resign at any time by giving at least 90 days' written notice to the Employer, and the Employer may remove the Trustee at any time by giving at least 90 days' written notice to the Trustee; in either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the

successor Trustee. Until the effective date of the appointment of a successor Trustee, the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

(b) The Trustee shall give the Employer at least 90 days' notice of its resignation upon the occurrence of any one of the following events:
   (i) The giving of notice of termination by either party to the Pension Services Agreement, if any, between TRSC and the Employer;
   (ii) The Employer or the Named Fiduciary directs that any Plan assets be invested in investments or investment vehicles not made available through or permitted by TRSC or one of its affiliates.

(c) When the Trustee's resignation or removal becomes effective, the Trustee will perform all acts necessary to transfer the assets of the Trust to its successor. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.

(d) Resignation or removal of the Trustee will not terminate the Trust. In the event of any vacancy in the position of Trustee, whether by the resignation or removal of the Trustee, the Employer will appoint a successor Trustee and such appointment will become effective upon the acceptance of its office by the successor Trustee. If the Employer does not appoint such a successor within 90 days after notice of resignation or removal is given, the Trustee may apply to a court of competent jurisdiction for such appointment. Each successor Trustee so appointed and accepting a Trusteeship hereunder will have all of the rights and powers and all of the duties and obligations of the original trustee under the provisions hereof. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.

(e) No Trustee will be liable or responsible for any actions taken or not taken in the administration of the Trust before it became Trustee or after it ceases to be Trustee.

ARTICLE VIII
PROTECTION/LIMITATION ON LIABILITY FOR TRUSTEE

8.1 Trustee's Protection. The Trustee shall have no duty to take any action other than as specified in this Agreement, unless the Plan Administrator shall furnish it with instructions in proper form and such instructions shall have been specifically agreed to by it, or to defend or engage in any suit unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.

8.2 Reliance by Trustee.

(a) The Trustee may rely upon any decision of the Plan Administrator purporting to be made pursuant to the terms of the Plan, and upon any information, statements, certifications or directions submitted by the Employer or the Plan Administrator (including statements concerning the entitlement of any Participant to benefits under the Plan or directions to make payments), and will not be bound to inquire as to the basis of any such decision or information or statements, and will incur no obligation or liability for any action taken or omitted by the Trustee in reliance thereon.

(b) Whenever the Trustee is permitted or required to act upon the instructions or directions of the Employer or Plan Administrator, the Trustee will be fully protected in not acting in the absence hereof.

(c) The Trustee may conclusively rely upon and shall be protected in acting in good faith upon any written representation or order from the Plan Administrator or any other notice, request, consent, certificate or other instrument or paper believed by the Trustee to be genuine and properly executed, or any instrument or paper if the Trustee believes the signature to be genuine.

(d) The Trustee may consult with legal counsel (who may or may not be counsel for the Employer) concerning any questions which may arise with respect to its rights and duties under this Trust Agreement, and will be fully protected with respect to any actions taken or omitted in good faith in accordance with the opinion of such counsel.

8.3 Absence of Instructions. If the Trustee receives no instructions from the Plan Administrator or the Employer in response to communications sent to the last known address as shown on the books of the Trustee, the Trustee shall make certain determinations with respect to matters that would adversely impact the tax-qualified status of the Plan and/or the Trust. If determinations so made were in order to avoid adverse tax consequences, then they shall be binding on all persons having or claiming any interest under the Plan or Trust, and the Trustee will incur no obligation or responsibility for such determinations made in good faith, or for any action taken with respect to such determinations.

8.4 Indemnification by the Employer and Plan Administrator.

(a) The Employer shall indemnify and hold harmless the Trustee and its officers, directors, employees shareholders and agents (Trustee) from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which

may be incurred or paid out by the Trustee, by reason of: (i) actions taken by the Trustee in accordance with the directions of the Employer or Plan Administrator or, if applicable, a Participant or beneficiary, or actions not taken in the absence of such directions; (ii) the Trustee's exercise and performance of its powers and duties hereunder, or (iii) any (alleged or actual) action or inaction on the part of the Employer or Plan Administrator, unless, with respect to (ii) and (iii) above, such losses, costs, damages, expenses are due to the Trustee's negligence, bad faith, willful misconduct, breach of this Agreement, or of applicable law.

(b) In addition, regardless of whether the Plan meets the requirements of Section 404(c) of ERISA and its regulations, if the Participant controls the investment of his or her account, the Employer shall indemnify and hold harmless the Trustee and its agent from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of actions taken in accordance with a Participant's directions or failing to act in the absence of such directions or acting or failing to act in reliance on a Participant's instructions incorrectly conveyed by the Plan Administrator.

(c) The Employer further agrees to indemnify and hold harmless the Trustee for any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of any (alleged or actual) action or inaction on the part of any predecessor or successor Trustee.

(d) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon providing written notice to the Employer of any pending or threatened action within a reasonable time after learning of such action and offering the Employer the right to control the defense of any such action as long as the Employer or any of its affiliates did not initiate such action.

8.5 Indemnification by the Trustee.

(a) The Trustee and its officers, directors, employees, shareholders and agents shall indemnify and hold harmless the Employer and the Plan Administrator and their officers, directors, partners and employees (Employer) from and against any losses, costs, damages, or expenses, including reasonable attorney's fees, incurred or paid out by reason of:

(i) The Trustee's failure to act in accordance with the directions of the Employer or by acting in the absence of such direction or other information provided by the Employer;

(ii) Any actions taken or not taken by the Trustee due to negligence, bad faith, willful misconduct, breach of this Agreement or of applicable law, including but not limited to any actions taken or not taken that are not in accordance with direction of the Employer.

(b) Regardless of whether the Plan meets the requirements of Section 404(c) of ERISA, and its regulations, if a Participant controls the investment of his or her account, the Trustee shall indemnify and hold harmless the Plan Administrator from and against any losses, costs, damages, or expenses, including reasonable attorney's fees, which may be incurred or paid out by reason of the Trustee's failure to act in accordance with a Participant's directions correctly conveyed to the Trustee by the Employer or the Participant or acting in the absence of such directions.

(c) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon the provision of providing written notice to the Trustee of any pending or threatened action within a reasonable time after learning of such action and offering the Trustee the right to control the defense of any such action as long as the Trustee or its agent did not initiate such action.

ARTICLE IX
PROHIBITION OF DIVERSION

9.1 Prohibition of Diversion.

(a) Except as provided in subparagraph (b), at no time prior to the satisfaction of all liabilities with respect to Participants and their successor in interest under the Plan shall any part of the corpus or income of the Trust be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their successors in interest or for defraying reasonable expenses of administering the Plan.

(b) The provisions of subparagraph (a) notwithstanding, contributions made by the Employer shall be returned to the Employer under the following conditions:

(i) if a contribution to the Plan (other than a multi-employer Plan) is made by mistake of fact, such contribution shall be returned to the Employer within one year of the payment of such contribution; and

(ii) contributions to the Plan are specifically conditioned upon their deductibility under the Internal Revenue Code. To the extent a deduction is disallowed for any such contribution, adjusted for losses, not adjusted for gains, it shall be returned to the Employer within one year after the disallowance of the deduction, adjusted for losses, not adjusted for gains. Contributions which are not deductible in the taxable year in which made but are deductible in subsequent taxable years shall not be considered to be disallowed for purposes of this subsection.

ARTICLE X
AMENDMENT AND TERMINATION OF THE TRUST

10.1 Amendment. Either the Trustee or the Employer may amend all or any part of the Agreement at any time provided, however, that any amendment shall not be effective until it has been agreed to and executed by both parties. Any such amendment may be retroactive if necessary or appropriate to qualify or maintain the Trust as a part of a plan and trust exempt from Federal income tax under Sections 401(a) and 501(a) of the Code, the provisions of ERISA, or other applicable law. No amendment shall increase the duties or liabilities of the Trustee without the Trustee's consent; and no amendment shall divert any part of the Trust to any purpose other than providing benefits to Participants and their successors in interest or defraying reasonable expenses of administering the Plan.

10.2 Termination of Plan. If the Plan is terminated in whole or in part, the Trustee shall distribute the Trust or any part in such manner and at such times as the Plan Administrator shall direct in writing subject to the Trustee's receipt of 90 days advance written notice. The Trust created hereunder will terminate upon the distribution or application of all the assets of the Trust.

10.3 Termination of Trust by Employer. The Employer may terminate the Trust at any time, subject to providing the Trustee with at least 90 days written notice. If the Trust is terminated, the Trustee shall distribute the assets as directed by the Employer. Upon distribution of all the assets under the Trust, the Trust is terminated.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Relationship to Plan. Unless the context of this Agreement clearly indicates otherwise, any terms used in this Agreement which are defined in the Plan shall have the same meaning as in the Plan.

11.2 Nonalienation. Except as otherwise required in the case of any qualified domestic relations order within the meaning of Section 414(p) of the Code or as otherwise allowed by Code Section 401(a)(13)(A) or (C), the benefits or proceeds of any allocated or unallocated portion of the assets of the Trust and any interest of any Participant or beneficiary arising out of or created by the Plan either before or after the Participant's retirement shall not be subject to execution, attachment, garnishment or other legal or judicial process whatsoever by any person, whether creditor or otherwise, claiming against such Participant or successor in interest. No Participant or successor in interest shall have the right to alienate, encumber or assign any of the payments or proceeds or any other interest arising out of or created by the Plan and any action purporting to do so shall be void. The provisions of this Section shall apply to all Participants and successors in interest regardless of their citizenship or place of residence.

11.3 Certification of Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments certified to be true and correct by the Trustee.

11.4 Not a Party to Trust. If any contract issued by an insurance company shall form a part of the Trust assets, the insurance company shall not be deemed a party to this Trust Agreement. A certification in writing by the Trustee as to the occurrence of any event contemplated by this Trust Agreement or the Plan shall be conclusive evidence thereof and the insurance company shall be protected in relying upon such certification and shall incur no liability for so doing. With respect to any action under any such contract, the insurance company may deal with the Trustee as the sole owner thereof and need not see that any action of the Trustee is authorized by this Trust Agreement or the Plan.

11.5 Governing Law. The construction, validity and administration of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except to the extent that such laws have been specifically superseded by ERISA.

11.6 Definition of Employer. As used in the Agreement, "Employer" means: (i) the employer specified in the Agreement and (ii) any other entity, maintaining the Plan, that is required to be aggregated with such employer under Code Sections 414 (b), (c), (m), or (o) and which has authorized such employer to act on its behalf for purposes of this Agreement. The term "Employer" shall include other adopting employers under the Plan, to the extent not inconsistent with the terms of the Plan.

11.7 Titles. The titles to sections of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

11.8 Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may sufficiently be evidenced by any counterpart.

11.9 Severability. If any provision of this Trust Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and this Trust Agreement shall be construed and enforced as if such provisions had not been included.

11.10 Written Notice. Any written notice, demand, direction, or instruction given to the parties to this Agreement shall be duly given if mailed or delivered:

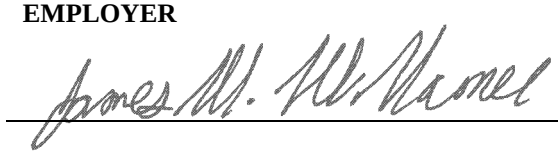
(a) to the Trustee, at State Street Bank and Trust Company, One Lincoln Street, Boston, MA 02111, Attention: Director, Trust and Custody Services, or any other address as shall be specified by the Trustee in writing; and

(b) to the Employer, at the address indicated on the signature page, or any other address as shall be specified by the Employer in writing.

A copy of any written notice, demand, direction, or instruction between the parties to the Agreement shall be sent to Transamerica Retirement Solutions Corporation, 440 Mamaroneck Ave., Harrison, NY 10528, Attention: Mr. Peter G. Kunkel.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, all on the day and year first above written.

EMPLOYER

By: 

Address for receipt of notices:

Illinois Public Pension Fund Association

455 Kehoe Suite 106

Carol Stream, IL 60188

TRUSTEE

By: _____

Account #QT62868

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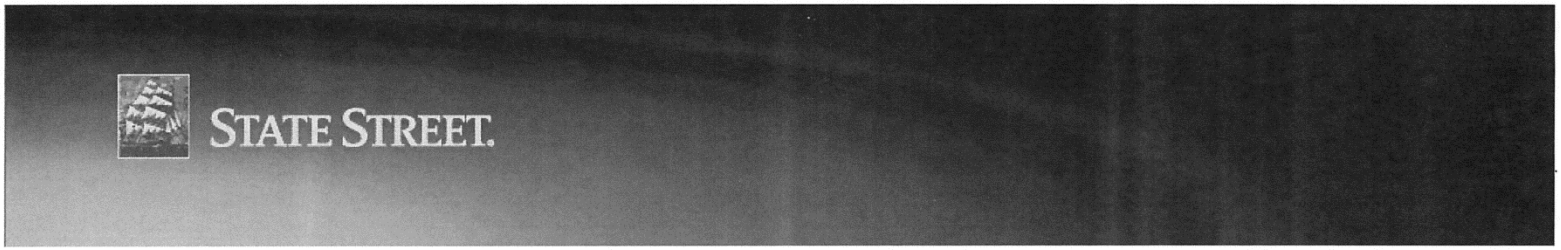

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

Prepared for State Street as Directed Trustee

Mon Nov 19 09:50:12

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

State Street as Directed Trustee

Description of Reporting

Service providers must provide in writing a description of the services provided, fees received directly and indirectly including fees from any affiliates of the service provider.

Services and fees must be disclosed in either a bundled and unbundled fee arrangement.

Service providers must disclose if they are providing these services as a fiduciary.

Additionally, a service provider must disclose any changes in fees as soon as practical but no later than 60 days from date of the change of fee.

STATE STREET.

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

State Street as Directed Trustee

Division : USIS

Service	Directed Trustee Services
Description of Service	Performs all services stated within Trust Agreement--Transamerica Retirement Solutions compensates State Street for service provided.
Fiduciary Status	To the extent our activities qualify as "fiduciary" acts as described in ERISA Section 3(21), we perform such activities in the capacity of a fiduciary.
Type of Compensation	Indirect
Manner of Receipt	Paid By Third Party
Description of Compensation	$400.00 per plan annually
Compensation Among Related Parties (If applicable)	N/A
Investment Disclosure — Fiduciary Services	N/A
Investment Disclosure — Recordkeeping and Brokerage Services	N/A
Compensation for Termination of Arrangement	N/A
Recordkeeping Services	N/A

Account No. QT62868

Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Illinois Public Pension Fund Association ("Employer"). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as "Plan(s)," sponsored by the Employer:

Account Number	**Plan Name**
QT62868	The Wise Choice 401(a) Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

Diversified Investment Advisors Collective Trust	***Ticker Symbol***
High Quality Bond Fund	N/A
Core Bond Fund	N/A
Inflation-Protected Securities Fund	N/A
High-Yield Bond Fund	N/A
Large Value	N/A
Large Core	N/A
Stock Index Fund	N/A
Large Growth	N/A
Mid Value	N/A
Mid Growth	N/A
Small Value	N/A
Small Core	N/A
Small Growth	N/A
Real Estate Fund	N/A
International Equity Fund	N/A
Intermediate Horizon Asset Allocation	N/A
Intermediate/Long Horizon Asset Allocation	N/A
Long Horizon Asset Allocation	N/A
Short Horizon Asset Allocation	N/A
Short/Intermediate Horizon Asset Allocation	N/A

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan:

Other Mutual Funds	***Ticker Symbol***	***Expected Fund Revenue***
Vanguard Short Term Investment-Grade	VFSUX	.00%
Vanguard Total Bond Market Index Inst	VBTIX	.00%
Vanguard Inflation-Protected Secs Instl	VIPIX	.00%
Vanguard High-Yield Corporate Adm	VWEAX	.00%

Vanguard Value Index Adm	VVIAX	.00%
Vanguard Institutional Index	VINIX	.00%
Vanguard Large Cap Index Instl	VLISX	.00%
Vanguard Growth Index Adm	VIGAX	.00%
Vanguard Mid Cap Value Index Adm	VMVAX	.00%
Vanguard Mid Cap Growth Index Adm	VMGMX	.00%
Vanguard Small Cap Value Index I	VSIIX	.00%
Vanguard Small Cap Index Instl	VSCIX	.00%
Vanguard Small Cap Growth Index Instl	VSGIX	.00%
Vanguard REIT Index Instl	VGSNX	.00%
Vanguard Total International Stock Index Ins	VTSNX	.00%
Vanguard Target Retirement 2060 Inv	VTTSX	.00%
Vanguard LifeStrategy Income	VASIX	.00%
Vanguard LifeStrategy Conservative Gr	VSCGX	.00%
Vanguard LifeStrategy Moderate Growth	VSMGX	.00%
Vanguard LifeStrategy Growth	VASGX	.00%

3. By the substitution of the following for the Investment Default Fund in the Investment Options Schedule:

Investment Default Fund:
The Employer elects the Vanguard LifeStrategy Moderate Growth Fund as the default investment option for the Plan(s) ("Default Investment"). In the absence of a Participant's affirmative investment election, TRS is instructed by Employer to invest all contributions made on his/her behalf in this Default Investment.

4. By the substitution of the following for subsections A. through D. in the Section titled **Fees for Basic Recordkeeping and Plan Administration Services: Section I** under the **FEE SCHEDULE:**

A. Required Revenue
The Required Revenue is the amount of compensation to be paid each Year to Transamerica Retirement Solutions, LLC ("TRS") or any successor thereto that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and Plan Administration Services and Other Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan - .225%
(2) Third Party Compensation - .000%
(3) Expense Budget Account Funding - .000%

(4) Total Required Revenue to administer the Plan - .225% ("Required Revenue")

NOTE: In addition a Plan Service Fee ("PSF") will be deducted from participant accounts and credited to the Expense Budget Account ("EBA") as per chart below.

Fund	Plan Service Fee ("PSF")
Vanguard Short Term Investment-Grade	0.88%
Vanguard Total Bond Market Index Inst	0.94%
Vanguard Inflation-Protected Secs Instl	0.91%
Vanguard High-Yield Corporate Adm	0.95%
Vanguard Value Index Adm	0.92%
Vanguard Institutional Index	0.59%
Vanguard Large Cap Index Instl	1.08%
Vanguard Growth Index Adm	1.17%
Vanguard Mid Cap Value Index Adm	1.16%
Vanguard Mid Cap Growth Index Adm	1.26%
Vanguard Small Cap Value Index I	1.42%
Vanguard Small Cap Index Instl	1.43%
Vanguard Small Cap Growth Index Instl	1.47%
Vanguard REIT Index Instl	1.23%
Vanguard Total International Stock Index Ins	1.29%
Vanguard Target Retirement 2060 Inv	1.26%
Vanguard LifeStrategy Income	1.09%
Vanguard LifeStrategy Conservative Gr	1.12%
Vanguard LifeStrategy Moderate Growth	1.17%
Vanguard LifeStrategy Growth	1.22%

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Credited to Expense Budget Account

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. Expected Fund Revenue received by TRS or TISC from the proprietary Diversified Investment Advisors Collective Trust, Transamerica Financial Life Insurance Company ("TFLIC") and Transamerica Partners investment funds (collectively, "Proprietary Funds") is defined as the expense ratio applied to fund assets less all investment expenses, such as sub-advisor, custody, legal, printing and trading costs. The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. All Expected Fund Revenue will be deposited into an Expense Budget Account.

For most funds, payment is made to TRS through National Financial Services, LLC, or Mid-Atlantic Capital Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid-Atlantic Capital Corporation 4%. National Financial Services, LLC and Mid-Atlantic Capital Corporation are paid by TRS. The Expected Fund Revenue received by TRS or its affiliates and credited to the Plan(s) is not reduced by the amounts paid to National Financial Services, LLC and Mid-Atlantic Capital Corporation.

*National Financial Services Fund Revenue ($) Table:

Low	High	(%)
$0	$50,000,000	3.35
$50,000,001	$100,000,000	2.75
$100,000,001	$150,000,000	2.00
$150,000,001	$200,000,000	1.50
$200,000,000 and over		1.00

- In addition, there is a daily trading fee as follows:

	Trading Fee Per Fund Per Day
Fidelity	$0.50 - $1.00
Mid-Atlantic Capital Corporation	$0.75 - $1.50

- Note: There are no trading fees associated with Vanguard as TRS trades directly with Vanguard.
- With respect to the Blackrock Lifepath funds and Transamerica Partners Funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

C. Assessment of Required Revenue

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan. The Expected Fund Revenue from Investment Options B. will be deposited into an Expense Budget Account ("EBA"). As soon as administratively feasible following the end of each plan Year quarter, the Employer authorizes TRS to deduct from the EBA an amount equal to one quarter of the Required Revenue amount as payment due to TRS. If the amount in the EBA is insufficient to cover the payment due to TRS, TRS shall bill the Employer any shortfall. The Employer may then authorize TRS to apply the shortfall to Participant accounts, pay the shortfall from the Plan(s)'s forfeiture account (if allowable according to the provisions of the Plan(s)) or pay TRS directly for the shortfall.

D. Review of Expected Fund Revenue

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. Any adjustments necessary to the amounts being credited to the EBA will be made as soon as administratively feasible following TRS being notified of the change to the Expected Fund Revenue. TRS shall notify the Employer of any changes in the Expected Fund Revenue generated from the Investment Options. Any adjustments made to amounts being credited to the EBA will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to amounts being credited to the EBA will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be "revenue neutral" or "fee neutral" as such terms may be defined under any DOL regulatory guidance.

Expense Budget Account ("EBA")

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA, SDAs and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the

Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer's direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer's direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer's authorization.

- It is the Employer's sole responsibility to determine if the expenses that are being paid from the EBA qualify as necessary and reasonable Plan-related expenses in accordance with the Plan'(s) governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.

- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

This Amendment is effective October 4, 2017.

Employer

By: Joel J. Babbitt _____ Administrato _____ 9/25/2017 _____

Signature of Authorized Officer | Title | Date

Transamerica Retirement Solutions, LLC

Robert J. Vetter

By: _____

(Authorized Senior Vice President)

Case #: **QT62868**

THIS SPECIMEN PLAN DOCUMENT HAS BEEN PREPARED BY TRANSAMERICA RETIREMENT SOLUTIONS CORPORATION SOLELY AS A GUIDE FOR THE EMPLOYER'S ATTORNEY, SUBJECT TO HIS OR HER LEGAL REVIEW AND ADVICE.

IN ADOPTING THE PLAN, CERTAIN FORMAL STEPS SHOULD BE TAKEN TO CONFIRM THE VALIDITY AND EFFECTIVE DATE OF SUCH ADOPTION. AS A GENERAL RULE, IT IS ADVISABLE TO RECORD IN THE MINUTES OF A MEETING OF THE EMPLOYER'S BOARD OF DIRECTORS A BRIEF SUMMARY OF THE ACTION TAKEN WITH RESPECT TO THE PLAN AS WELL AS A RECITATION OF THE ADOPTION DATE AND THE EFFECTIVE DATE, IF DIFFERENT. OF COURSE, THE ULTIMATE RESPONSIBILITY FOR THE TIMELY AND PROPER ADOPTION OF THE PLAN RESTS WITH THE EMPLOYER AND ITS ATTORNEY.

GENERALLY, PLAN DOCUMENTS MUST BE ADOPTED BY THE END OF THE CURRENT PLAN YEAR OR, DEPENDING ON THE PROVISIONS OF THE PLAN, PRIOR TO THE EFFECTIVE DATE OR THE AMENDED AND RESTATED EFFECTIVE DATE OF THE PLAN. NOTE THAT FOR YOUR PLAN, IT MUST BE ADOPTED BY THE DATE DESIGNATED BELOW.

THIS PLAN MUST BE ADOPTED BY APRIL 1, 2014.

The Wise Choice 401(a) Plan

GOVERNMENTAL PROFIT SHARING PLAN ADOPTION AGREEMENT
Individually Designed

The Employer named below hereby establishes a Profit Sharing Plan for eligible Employees as provided in this Adoption Agreement and the accompanying Plan Document.

I. ***EMPLOYER INFORMATION***

A. **Name And Address**:

Illinois Public Pension Fund Association

455 Kehoe

Suite 106

Carol Stream, IL 60188

B. **Telephone Number:** 630-784-0406

C. **Employer's Tax ID Number:** 13-3689044

D. **Form Of Governmental Entity:**

☐ 1. Political Subdivision
☐ 2. State Agency
☒ 3. Local Government
☐ 4. County
☐ 5. Other (describe): _____

E. **Name Of Plan:** The Wise Choice 401(a) Plan

F. **Three Digit Plan Number:** 001

G. **Employer's Tax Year End:** 12/31

II. ***EFFECTIVE DATE***

A. **New Plans:**

This is a new Plan having an Effective Date of April 1, 2014.

B. **Amended and Restated Plans**:

This is an amendment or restatement of an existing Plan. The initial Effective Date of the Plan was _____. The Effective Date of this amendment or restatement is _____.

C. **Frozen Plan**:

This Plan was frozen effective _____. For any period following this effective date, neither the Employer nor any Participant may contribute to this Plan, and no otherwise eligible Employee shall become a Participant in this Plan. All existing account balances will become fully vested as of the effective date that the Plan was frozen.

III. ***DEFINITIONS***

A. **"Compensation"**

Select the definition of Compensation, the Compensation Computation Period, any Compensation Dollar Limitation and Exclusions From Compensation for each contribution type from the options listed below. Enter the letter of the option selected on the lines provided below. Leave the line blank if no election needs to be made.

Contribution Type	Compensation Definition	Compensation Computation Period	Compensation Dollar Limitation	Exclusions From Compensation
All Contributions	a	b	$	a
Voluntary After-tax			$	
Non-Elective Contributions (Formula 1)			$	
Non-Elective Contributions (Formula 2)			$	

1. Compensation Definition:

   a. Code Section 3401(a) - W-2 Compensation subject to income tax withholding at the source, with all pre-tax contributions excluded.

   b. Code Section 3401(a) - W-2 Compensation subject to income tax withholding at the source, with all pre-tax contributions included [Plan defaults to this election].

   c. Code Section 6041/6051 - Income reportable on Form W-2, with all pre-tax contributions excluded.

   d. Code Section 6041/6051 - Income reportable on Form W-2, with all pre-tax contributions included.

   e. Code Section 415 - All income received for services performed for the Employer, with all pre-tax contributions excluded.

   f. Code Section 415 - All income received for services performed for the Employer, with all pre-tax contributions included.

2. Compensation Computation Period:

   a. Compensation paid during a Plan Year while a Participant [Plan defaults to this election].

   b. Compensation paid during the entire Plan Year.

   c. Compensation paid during the Employer's fiscal year.

   d. Compensation paid during the calendar year.

3. Compensation Dollar Limitation: The dollar limitation section does not need to be completed unless Compensation of less than the Code Section 401(a)(17) limit of $230,000 (as indexed) is to be used.

4. Exclusions from Compensation *(non-integrated plans only)*:

   a. There will be no exclusions from Compensation under the Plan [Plan defaults to this election].

   b. Overtime

   c. Bonuses

   d. Commissions

   e. Holiday and vacation pay

   f. Reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits.

   g. Post-severance payments, as described in paragraph 1.9(c)(7) of the Plan Document.

   h. Other: _____

5. For purposes of the definition of Compensation under Code Section 415(c)(3), compensation will exclude *(choose all that apply)* :

☒ eligible distributions from a nonqualified unfunded deferred compensation plan.

☐ payments for unused accrued bona fide sick, vacation and other leave.

☐ eligible salary continuation payments received by a Participant while such individual is engaged in qualified military service.

B. **"Disability"**

☐ 1. As defined in paragraph 1.18 of the Plan Document [Plan defaults to this election].

☒ 2. As defined in the Employer's Disability Insurance Plan.

☐ 3. An individual will be considered to be disabled if he or she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration. An individual shall not be considered to be disabled unless he or she furnishes proof of the existence thereof in such form and manner as the Secretary of the Treasury may prescribe.

C. **"Hours of Service"**

Hours shall be determined by the method selected below. The method selected shall be applied to all Employees:

☐ 1. Not applicable. A Year of Service (Period of Service) is defined using the Elapsed Time method.

☐ 2. On the basis of actual hours for which an Employee is paid or entitled to payment [Plan defaults to this election].

☐ 3. On the basis of days worked. An Employee shall be credited with ten (10) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the day.

☐ 4. On the basis of weeks worked. An Employee shall be credited with forty-five (45) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the week.

☐ 5. On the basis of semi-monthly payroll periods. An Employee shall be credited with ninety-five (95) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

☐ 6. On the basis of months worked. An Employee shall be credited with one-hundred-ninety (190) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the month.

D. **"Integration Level"**

☒ 1. Not applicable. The Plan's allocation formula is not integrated with Social Security [Plan defaults to this election].

☐ 2. The maximum earnings considered wages for the Plan Year for Social Security withholding purposes without regard to Medicare.

☐ 3. _____% (not more than 100%) of the amount considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.

☐ 4. $_____, provided that such amount is not in excess of the amount determined under paragraph (D)(2) above.

☐ 5. One dollar over 80% of the amount considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.

☐ 6. 20% of the maximum earnings considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.

E. **"Limitation Year"**

Unless elected otherwise below, the Limitation Year shall be the Plan Year.

The twelve (12) consecutive month period commencing on January 1 and ending on December 31.

If applicable, there will be a short Limitation Year commencing on April 1, 2014 and ending on December 31, 2014. Thereafter, the Limitation Year shall end on the date specified above.

F. **"Normal Form of Benefit"**

☒ 1. Lump Sum.

☐ 2. Life Annuity.

☐ 3. Other: _____

G. **"Plan Year"**

The twelve (12) consecutive month period commencing on January 1 and ending on December 31.

If applicable, there will be a short Plan Year commencing on April 1, 2014 and ending on December 31, 2014. Thereafter, the Plan Year shall end on the date specified above.

H. **"QDRO Payment Date"**

☒ 1. On or after the date the QDRO is determined to be qualified [Plan defaults to this election].

☐ 2. The statutory age fifty (50) requirement applies for purposes of making distribution to an alternate payee under the provisions of a QDRO.

I. **"Valuation of Plan Assets"**

The assets of the Plan shall be valued on the last day of the Plan Year and on the following Valuation Date(s):

☐ 1. There are no other mandatory Valuation Dates.

☒ 2. The Valuation Dates are applicable for the contribution type specified below:

Contribution Type	Valuation Date
All Contributions	a
Voluntary After-tax Contributions	
Non-Elective Contributions (Formula 1)	
Non-Elective Contributions (Formula 2)	

a. Daily valued.
b. The last day of each month.
c. The last day of each quarter in the Plan Year.
d. The last day of each semi-annual period in the Plan Year.
e. At the discretion of the Plan Administrator.
f. Other: _____.

IV. *ELIGIBILITY REQUIREMENTS*

Complete the following using the eligibility requirements as specified for each contribution type. To become a Participant in the Plan, the Employee must satisfy the following eligibility requirements.

Contribution Type	Minimum Age	Service Requirement	Class Exclusions	Eligibility Computation Period	Entry Date
All Contributions					
Voluntary After-tax Contributions					
Non-Elective Contributions	1	1		1	1

(Formula 1)					
Non-Elective Contributions (Formula 2)					

A. **Age:**

1. No age requirement.

2. Insert the applicable age in the chart above. The age may not be more than twenty-one (21).

B. **Service:**

1. No Service requirement.

2. Completion of _____ days of Service.

3. Completion of _____ days of Service within the _____ month(s) time period following an Employee's commencement of employment.

4. Completion of _____ months of Service (insert number of months applicable to the specified contribution type).

5. Completion of _____ months of Service (insert number of months applicable to the specified contribution type).

6. One (1) Year of Service or Period of Service.

7. Two (2) Years of Service or Periods of Service.

8. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after six (6) months of actual Service.

9. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after _____ months of actual Service [must be less than one (1) Year].

10. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after _____ months of actual Service [must be less than one (1) Year].

11. Completion of _____ Hours of Service within the _____ month(s) time period following an Employee's commencement of employment.

12. Completion of _____ Hours of Service.

C. **Method for Measuring Service Eligibility Period (*do not enter this method in the table above*):**

A Year of Service for eligibility purposes is defined as follows *(choose one)*:

☒ 1. Not applicable. There is no Service requirement or the Service requirement is less than one (1) year.

☐ 2. Hours of Service method. A Year of Service will be credited upon completion of _____ Hours of Service. (A Year of Service for eligibility purposes may not be less than one (1) Hour of Service or greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours.)

☐ 3. Elapsed Time method.

D. **Employee Class Exclusions:**

1. Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee Representatives, if benefits were the subject of good faith bargaining and if two percent or less of the Employees covered pursuant to the agreement are professionals as defined in Treasury Regulation Section 1.410(b)-9 unless participation in this Plan is specifically provided for in the collective bargaining agreement. For this purpose, the term "employee representative" does not include any organization more than half of whose members are owners, officers, or executives of the Employer.

2. Employees who are non-resident aliens [within the meaning of Code Section 7701(b)(1)(B)] who receive no Earned Income [within the meaning of Code Section 911(d)(2)] from the Employer which constitutes income from sources within the United States [within the meaning of Code Section 861(a)(3)].

3. Employees compensated on an hourly basis.

4. Employees compensated on a salaried basis.

5. Employees compensated on a commission basis.

6. The Plan shall exclude from participation the following classification of Employees: _____.

E. **Eligibility Computation Period:** The initial eligibility computation period shall commence on the date on which an Employee first performs an Hour of Service and the first anniversary thereof. Each subsequent computation period shall commence on:

1. Not applicable. The Plan has a Service requirement of less than one (1) year or uses the Elapsed Time method to determine eligibility.

2. The anniversary of the Employee's employment commencement date and each subsequent twelve (12) consecutive month period thereafter.

3. The first day of the Plan Year which commences prior to the first anniversary date of the Employee's employment commencement date and each subsequent Plan Year thereafter.

F. **Entry Date:**

1. The Employee's date of hire.

2. The first day of the month coinciding with or next following the date on which an Employee meets the eligibility requirements.

3. The first day of the payroll period coinciding with or next following the date on which an Employee meets the eligibility requirements, or as soon as administratively feasible thereafter.

4. The first day of the second payroll period coinciding with or next following the date on which an Employee meets the eligibility requirements, or as soon as administratively feasible thereafter.

5. The earlier of the first day of the Plan Year, or the first day of the fourth, seventh or tenth month of the Plan Year coinciding with or next following the date on which an Employee meets the eligibility requirements.

6. The earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which an Employee meets the eligibility requirements.

7. The first day of the Plan Year following the date on which the Employee meets the eligibility requirements.

8. The first day of the Plan Year nearest the date on which an Employee meets the eligibility requirements. **This option can only be selected for Employer related contributions.**

9. The first day of the Plan Year during which the Employee meets the eligibility requirements. **This option can only be selected for Employer related contributions.**

10. Other: _____.

G. **Leased Employees:**

☒ 1. Not applicable. Leased Employees do not participate in this Plan**.**

☐ 2. A Leased Employee of the Employer is a Participant in the Plan and may also participate in a plan maintained by the leasing organization.

H. **Employees on Effective Date:**

☒ 1. All Employees will be required to satisfy both the age and Service requirements specified above.

☐ 2. Employees employed on the Plan's Effective Date do not have to satisfy the age requirement specified above.

☐ 3. Employees employed on the Plan's Effective Date do not have to satisfy the Service requirement specified above.

☐ I. **Special Waiver of Eligibility Requirements:**

The age and/or Service eligibility requirements specified above shall be waived for the eligible Employees specified below who are employed on the specified date for the contribution type(s) specified. Such employees will begin participation in the Plan as of that date. This waiver applies to either the age or Service requirement, (if any), or both as elected below.

Waiver Date	Waiver of Age Requirement	Waiver of Service Requirement	Contribution Type
			All Contributions
			Non-Elective Contributions (Formula 1)
			Non-Elective Contributions (Formula 2)

The waiver above applies to:

☐ 1. All eligible Employees employed on the specified date.

☐ 2. The indicated class of Employees employed on the specified date.
_____

V. ***RETIREMENT AGES***

A. **Normal Retirement:**

☒ 1. Normal Retirement Age shall be age 55 [for Plan Years beginning on or after January 1, 2009, generally, not to be lower than age 55, absent a determination by the IRS. A Normal Retirement Age of age 62 or later is an IRS safe harbor. See Regulation Section 1.401(a)-1(b)(2)].

☐ 2. Normal Retirement Age shall be the later of attaining age _____ or the _____ anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

3. The Normal Retirement Date shall be:

☒ a. as of the date the Participant attains Normal Retirement Age [Plan defaults to this election].

☐ b. the first day of the month next following the Participant's attainment of Normal Retirement Age.

B. **Early Retirement:**

☒ 1. Not applicable.

☐ 2. The Plan shall have an Early Retirement Age of _____ [not less than age fifty-five (55)] and completion of _____ Years of Service.

3. The Early Retirement Date shall be:

☐ a. as of the date the Participant attains Early Retirement Age [Plan defaults to this election].

☐ b. the first day of the month next following the Participant's attainment of Early Retirement Age.

VI. ***EMPLOYEE CONTRIBUTIONS***

A. **Voluntary After-tax Contributions:**

☒ 1. The Plan does not permit Voluntary After-tax Contributions.

☐ 2. Participants may make Voluntary After-tax Contributions in any amount from a minimum of _____% to a maximum of _____% of their Compensation or a flat dollar amount from a minimum of $_____ to a maximum of $_____.

☐ 3. Participants may make Voluntary After-tax Contributions in any amount up to the maximum permitted by law.

4. Participants shall be permitted to terminate their Voluntary After-tax Contributions at any time upon proper and timely notice to the Employer. Modifications and reinstatement of Participants' Voluntary After-tax Contributions will become effective as soon as administratively feasible on a prospective basis as provided for below:

Modifications	**Reinstatement**	**Method**
☐	☐	On a daily basis.
☐	☐	Upon _____ days notice to the Plan Administrator.
☐	☐	On the first day of each quarter.
☐	☐	On the first day of the next month.
☐	☐	The beginning of the next payroll period.
☐	☐	On the first day of the next semi-annual period.
☐	☐	On the first day of the next Plan Year.

B. **Rollover Contributions:**

☐ 1. The Plan does not accept Rollover Contributions.

☒ 2. Rollover Contributions may be made:

☒ a. after meeting the eligibility requirements for participation in the Plan.

☐ b. prior to meeting the eligibility requirements for participation in the Plan.

3. The Plan will accept a Participant Rollover Contribution of an Eligible Rollover Distribution from (*check only those that apply*):

☒ a. A Qualified Plan described in Code Section 401(a) or 403(a).

☐ b. An annuity contract described in Code Section 403(b).

☐ c. An eligible plan under Code Section 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.

☐ d. An Individual Retirement Account (which was not used as a conduit from a Qualified Plan) or Individual Retirement Annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

4. The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from *(check only those that apply):*

☐ a. A Qualified Plan described in Code Section 401(a) or 403(a), excluding Voluntary After-tax Contributions.

☐ b. A Qualified Plan described in Code Section 401(a) or 403(a), including Voluntary After-tax Contributions.

☐ c. An annuity contract described in Code Section 403(b), excluding Voluntary After-tax Contributions.

☐ d. An annuity contract described in Code Section 403(b), including Voluntary After-tax Contributions.

☐ e. An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.

VII. *EMPLOYER CONTRIBUTIONS*

The Employer shall make contributions to the Plan in accordance with the formula or formulas selected below. The Employer's contribution shall be subject to the limitations contained in Articles III and IX of the Plan Document. For this purpose, a contribution for a Plan Year shall be limited by Compensation earned in the Limitation Year that ends with or within such Plan Year.

A. **Non-Elective Employer Contributions:**

The Employer shall have the right to make a discretionary or fixed contribution(s). The Employer's contribution(s) for the Plan Year shall be allocated to the accounts of eligible Participants as follows *(enter the number and letter of the allocation method below that corresponds to that being made to the Plan)*:

Type of Contribution	**Allocation Method**
Non-Elective Contributions (Formula 1)	1.b.
Non-Elective Contributions (Formula 2)	

☒ 1. **Proportionate Compensation Formula:**

☐ a. On a pro rata basis as a percentage of Compensation of eligible Participants for the Plan Year.

☒ b. As an amount fixed by an appropriate action of the Employer as of the time prescribed by law.

☐ 2. **Uniform Dollar Amount Formula:**

☐ a. Equally in a uniform dollar amount to each eligible Participant.

☐ b. In the same dollar amount to each eligible Participant per Hour of Service or days worked that the Participant is entitled to Compensation.

☐ 3. **Excess Integrated Allocation Formula:** As an amount taking into consideration amounts contributed to Social Security using the Excess Integrated Allocation Formula as described in paragraph 3.1(a) of the Plan Document; the Integration Level is defined at Section III(D) of this Adoption Agreement.

☐ 4. **Base Integrated Allocation Formula:** As an amount taking into consideration amounts contributed to Social Security using the two-step Base Integrated Allocation Formula as described in paragraph 3.1(b) of the Plan Document; to the extent that such contributions are sufficient, they shall be allocated as follows: _____% of each eligible Participant's Compensation, plus _____% of Compensation in excess of the Integration Level defined at Section III(D) hereof. The percentage of excess Compensation may not exceed the lesser of (1) the amount first specified in this paragraph or (2) the greater of 5.7% or the percentage rate of tax under Code Section 3111(a) as in effect on the first day of the Plan Year attributable to the Old Age (OA) portion of the OASDI provisions of the Social Security Act. If the Employer specifies an Integration Level in Section III(D) which is lower than the Taxable Wage Base for Social Security purposes (SSTWB) in effect as of the first day of the Plan Year, the percentage contributed with respect to excess Compensation must be adjusted. If the Plan's Integration Level is greater than the larger of $10,000 or 20% of the SSTWB but not more than 80% of the SSTWB, the excess percentage is 4.3%. If the Plan's Integration Level is greater than 80% of the SSTWB but less than 100% of the SSTWB, the excess percentage is 5.4%.

Only one Plan maintained by the Employer may be integrated with Social Security.

☐ 5. **Fixed Employer Contributions:**

☐ a. _____% of each Participant's Compensation.

☐ b. $_____ to each Participant.

☐ c. Such contribution shall be allocated in the same dollar amount to each eligible Participant per Hour of Service or days worked that the Participant is entitled to Compensation.

☐ 6. **Uniform Points Allocation Formula:** The allocation for each eligible Participant will be determined by a uniform points method. Each eligible Participant's allocation shall bear the same relationship to the Employer contribution as the Participant's total points bear to all points awarded. Each eligible Participant will receive _____ points for each of the following:

☐ a. _____ year(s) of age.

☐ b. _____ Year(s) of Service determined:

☐ i. In the same manner as determined for eligibility.

☐ ii. In the same manner as determined for vesting.

☐ iii. Points will not be awarded with respect to Year(s) of Service in excess of _____.

☐ c. $_____ (not to exceed $200) of Compensation.

VIII. *ALLOCATIONS TO PARTICIPANTS*

A. Allocation Accrual Requirements:

☒ 1. There are no allocation requirements for Participants to receive any contribution made to the Plan; however, a Participant must have received Compensation from the Employer to be entitled to an allocation of contributions.

☐ 2. Employer Contributions will be allocated to all Participants employed on the last day of the Plan Year regardless of hours worked.

☐ 3. The Plan is using the Elapsed Time method; contributions will be allocated to all Participants who have completed _____ [not more than twelve (12)] months of Service regardless of the hours credited. If left blank, the Plan will use twelve (12) months.

☐ 4. Employer Contributions will be credited to Participants upon completion of the hours and/or employment requirements below.

a. A Year of Service for allocation accrual purposes cannot be less than one (1) Hour of Service nor greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours. Enter whole digit numbers only.

Contribution Type	**Hours**
All contributions	
Non-Elective Contributions (Formula 1)	
Non-Elective Contributions (Formula 2)	

b. Participants must be employed on the last day of each quarter of the Plan Year in order to receive the following contribution(s):

☐ All contributions
☐ Non-Elective Contributions (Formula 1)
☐ Non-Elective Contributions (Formula 2)

Note: Use of this Subsection (b) requires that no more than one (1) Hour of Service be required in Subsection (a) above for the contribution types selected.

c. Participants must be employed on the last day of the Plan Year in order to receive the following contribution(s):

☐ All contributions
☐ Non-Elective Contributions (Formula 1)
☐ Non-Elective Contributions (Formula 2)

5. Employer Contributions for a Plan Year will be allocated to terminated Participants who have met the following allocation accrual requirements *(check all applicable boxes)*:

	All Contributions	Non-Elective Formula 1	Non-Elective Formula 2
a. The Hours of Service or Period of Service requirement above will be waived if termination is due to:			
i. Retirement	☐	☐	☐
ii. Disability	☐	☐	☐
iii. Death	☐	☐	☐
iv. Other _____			
	☐	☐	☐
b. The last day of employment requirement above will be waived if termination is due to:			
i. Retirement	☐	☐	☐
ii. Disability	☐	☐	☐
iii. Death	☐	☐	☐
iv. Other _____			
	☐	☐	☐

☐ B. **Contributions to Disabled Participants:**

The Employer will make contributions on behalf of a Participant who is permanently and totally disabled. These contributions will be based on the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled. These contributions will be 100% vested when made. The rule of final Treasury Regulation 1.415(c)-2(g)(4) applies with respect to such Participant.

IX. *DISPOSITION OF FORFEITURES*

A. **Forfeiture Allocation Alternatives:**

☒ 1. Not applicable; all contributions are fully vested.

☐ 2. Select one or more methods in which forfeitures will be allocated (*number each item in order of use*):

___ Disposition Method

___ Restoration of Participant's forfeitures.

___ Used to offset Plan expenses.

___ Used to reduce the Employer's Contribution.

___ Added to the Employer's contribution under the Plan.

___ Allocate to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the year bears to the Compensation of all other Participants for such year.

Participants eligible to share in the allocation of other Employer Contributions under Section VII shall be eligible to share in the allocation of forfeitures.

B. **Timing of Allocation of Forfeitures:**

If no timely distribution or deemed distribution [pursuant to paragraph 6.5(c) of the Plan Document] has been made to a former Participant, non-vested portions shall be forfeited at the end of the Plan Year during which the former Participant incurs his or her fifth consecutive one (1) year Break in Service or Period of Severance for Plans that use the Elapsed Time Method.

If a former Participant has received the full amount of his or her Vested Account Balance, the non-vested portion of his or her account shall be forfeited and be disposed of:

☐ 1. during the Plan Year following the Plan Year in which the forfeiture arose.

☒ 2. as of any Valuation or Allocation Date during the Plan Year (or as soon as administratively feasible following the close of the Plan Year) in which the former Participant receives full payment of his or her vested benefit.

☐ 3. at the end of the Plan Year during which the former Participant incurs his or her _____ (1st, 2nd, 3rd, 4th or 5th) consecutive one (1) year Break in Service.

☐ 4. as of the end of the Plan Year during which the former Participant receives full payment of his or her vested benefit.

☐ 5. as of the earlier of the first day of the Plan Year, or the first day of the seventh month of the Plan Year following the date on which the former Participant has received full payment of his or her vested benefit.

☐ 6. as of the next Valuation or Allocation Date following the date on which the former Participant receives full payment of his or her vested benefit.

X. *MULTIPLE PLANS MAINTAINED BY THE EMPLOYER AND LIMITATIONS ON ALLOCATIONS*

A. **Plans Maintained by the Employer:**

☐ 1. This is the only Plan the Employer maintains. In the event that the allocation formula results in an Excess Amount, such excess, after distribution of Employee contributions pursuant to paragraph 9.3 of the Plan Document, shall be:

☐ a. Placed in a suspense account for the benefit of the Participant without the crediting of gains or losses for the benefit of the Participant.

☐ b. Reallocated as additional Employer contributions to all other Participants to the extent that they do not have any Excess Amount.

If no method is specified, the suspense account method will be used [Plan defaults to this election].

☐ 2. The Employer does maintain another Plan [including a Welfare Benefit Fund or an individual medical account as defined in Code Section 415(l)(2)], under which amounts are treated as Annual Additions and has completed the proper sections below.

a. If the Participant is covered under another qualified Defined Contribution Plan maintained by the Employer:

☐ i. The provisions of Article IX of the Plan Document will apply.

☐ ii. The Employer has specified below the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts in a manner that precludes Employer discretion.

_____
_____

b. Allocation of Excess Annual Additions: In the event that the allocation formula results in an Excess Amount, such excess, after distribution of Employee contributions, shall be:

☐ i. Placed in a suspense account for the benefit of the Participant without the crediting of gains or losses for the benefit of the Participant.

☐ ii. Reallocated as additional Employer contributions to all other Participants to the extent that they do not have any Excess Amount.

If no method is specified, the suspense account method will be used [Plan defaults to this election].

XI. *VESTING*

Participants shall always have a fully vested and nonforfeitable interest in their Voluntary After-tax Contributions and their investment earnings.

Each Participant shall acquire a vested and nonforfeitable percentage in his or her account balance attributable to Employer contributions and their earnings under the schedule(s) selected.

A. **Vesting Computation Period:**

A Year of Service for vesting will be determined on the basis of the *(choose one):*

☒ 1. Not applicable. All contributions are fully vested.

☐ 2. Elapsed Time method.

☐ 3. Hours of Service method. A Year of Service will be credited upon completion of _____ Hours of Service. (A Year of Service for vesting purposes will not be less than one (1) Hour of Service or greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours.)

The computation period for purposes of determining Years of Service and Breaks in Service for purposes of computing a Participant's nonforfeitable right to his or her account balance derived from Employer contributions:

☐ a. shall commence on the date on which an Employee first performs an Hour of Service for the Employer and each subsequent twelve (12) consecutive month period shall commence on the anniversary thereof.

☐ b. shall commence on the first day of the Plan Year during which an Employee first performs an Hour of Service for the Employer and each subsequent twelve (12) consecutive month period shall commence on the anniversary thereof.

A Participant shall receive credit for a Year of Service if he or she completes the number of hours specified above at any time during the twelve (12) consecutive month computation period. A Year of Service may be earned prior to the end of the twelve (12) consecutive month computation period and the Participant need not be employed at the end of the twelve (12) consecutive month computation period to receive credit for a Year of Service.

B. **Vesting Schedules:**

Select the appropriate schedule for each contribution type, complete any blank vesting percentages from the list below and insert the option number in the vesting schedule chart below.

	Years of Service				
1	2	3	4	5	6

1. Full and immediate Vesting

2. _____% 100%

3. _____% _____% 100%

4. _____% 20% 40% 60% 80% 100%

5. _____% _____% _____% _____% 100%

6. Other _____

Vesting Schedule Chart	Employer Contribution Type
_____	All Employer Contributions
1	Non-Elective Contributions (Formula 1)
_____	Non-Elective Contributions (Formula 2)

C. **Service Disregarded for Vesting:**

☒ 1. Not applicable. All Service is recognized.

☐ 2. Service prior to the Effective Date of this Plan or a predecessor plan is disregarded when computing a Participant's vested and nonforfeitable interest.

☐ 3. Service prior to a Participant having attained age eighteen (18) is disregarded when computing a Participant's vested and nonforfeitable interest.

☐ D. **Full Vesting of Employer Contributions for Current Participants:**

Notwithstanding the elections above, all Employer contributions made to a Participant's account shall be 100% fully vested if the Participant is employed on the Effective Date of the Plan (or such other date as entered herein): _____.

XII. ***SERVICE WITH PREDECESSOR ORGANIZATION***

☒ A. Not applicable. The Plan does not recognize Service with any predecessor organization.

☐ B. The Plan will recognize Service with all predecessor organizations for the Plan purpose(s) indicated:

Eligibility	Allocation Accrual	Vesting
☐	☐	☐

☐ C. Service with the following organization(s) will be recognized for the Plan purpose(s) indicated:

	Eligibility	Allocation Accrual	Vesting
_____	☐	☐	☐
_____	☐	☐	☐

Attach additional pages as necessary.

XIII. ***IN-SERVICE WITHDRAWALS***

A. **In-Service Withdrawals:**

☒ 1. In-service withdrawals are not permitted in the Plan.

☐ 2. In-service withdrawals are permitted in the Plan. Participants may withdraw the following contribution types after meeting the following requirements *(select one or more of the following options)*:

Contribution Types		Withdrawal Restrictions A	B	C	D	E	F	G	H
a.	All Contributions	n/a	n/a	n/a	☐	☐	n/a	n/a	n/a
b.	Voluntary After-tax Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
c.	Rollover Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
d.	Vested Non-Elective (Formula 1)	☐	n/a	☐	☐	☐	☐	☐	☐
e.	Vested Non-Elective (Formula 2)	☐	n/a	☐	☐	☐	☐	☐	☐

Withdrawal Restriction Key

A. Not available for in-service withdrawals.

B. Available for in-service withdrawals without restrictions.

C. Participants having completed five (5) years of Plan participation may elect to withdraw all or any part of their Vested Account Balance.

D. Participants may withdraw all or any part of their Account Balance after having attained the Plan's Normal Retirement Age.

E. Participants may withdraw all or any part of their Vested Account Balance after having attained age _____ (not less than age 59½).

F. Participants may elect to withdraw all or any part of their Vested Account Balance which has been credited to their account for a period in excess of two (2) years.

G. Available for withdrawal only if the Participant is 100% vested.

H. All requirements selected in (C) through (G) above must be satisfied prior to a distribution being made from the Plan.

B. **Hardship Withdrawals:**

☒ 1. Hardship withdrawals are not permitted in the Plan.

☐ 2. Hardship withdrawals are permitted in the Plan and will be taken from the Participant's account as follows *(select one or more of these options):*

☐ a. Participants may withdraw Rollover Contributions plus their earnings.

☐ b. Participants may withdraw vested Non-Elective Contributions (Formula 1) plus their earnings.

☐ c. Participants may withdraw vested Non-Elective Contributions (Formula 2) plus their earnings.

XIV. ***LOAN PROVISIONS***

☒ A. Participant loans are not available from the Plan.

☐ B. Participant loans are permitted in accordance with the Employer's established loan procedures.

☐ C. Loan payments will be suspended under the Plan as permitted under Code Section 414(u) in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994.

XV. ***INVESTMENT MANAGEMENT***

A. **Investment Management Responsibility:**

☐ 1. The Employer shall appoint a discretionary Trustee to manage the assets of the Plan.

☐ 2. The Employer shall retain investment management responsibility and/or authority. Unless otherwise appointed, the Trustee shall act in a nondiscretionary capacity.

☒ 3. The party designated below shall be responsible for the investment of the Participant's account. By selecting a box, the Employer is making a designation as to who will have authority to issue investment directives with respect to the specified contribution type *(check all applicable boxes*):

		Trustee	Employer	Participant
a.	All Contributions	n/a	n/a	☒
b.	Voluntary After-tax Contributions	☐	☐	☐
c.	Non-Elective Contributions (Formula 1)	☐	☐	☐
d.	Non-Elective Contributions (Formula 2)	☐	☐	☐
e.	Rollover Contributions	☐	☐	☐

To the extent that Participant self-direction was previously permitted, the Employer shall have the right to either make the assets part of the general fund, or leave them as self-directed subject to the provisions of the Plan Document.

B. **Limitations on Participant Directed Investments:**

☒ 1. Participants are permitted to invest among only those investment alternatives made available by the Employer under the Plan.

☐ 2. Participants are permitted to invest in any investment alternative permitted under the Plan Document.

☐ C. **Insurance:**

The Plan permits life insurance as an investment alternative.

XVI. ***DISTRIBUTION OPTIONS***

A. **Timing of Distributions *[both (1) and (2) must be completed]*:**

1. Distributions payable as a result of termination for reasons other than death, Disability or retirement shall be paid c *[select from the list at (A)(3) below]*.

2. Distributions payable as a result of termination for death, Disability or retirement shall be paid c *[select from the list at (A)(3) below].*

3. Distribution Options:

a. As soon as administratively feasible on or after the Valuation Date following the date on which a distribution is requested or is otherwise payable.

b. As soon as administratively feasible following the close of the Plan Year during which a distribution is requested or is otherwise payable.

c. As soon as administratively feasible following the date on which a distribution is requested or is otherwise payable. *(This option is recommended for daily valuation plans.)*

d. As soon as administratively feasible after the close of the Plan Year during which the Participant incurs _____ [cannot be more than five (5)] consecutive one (1) year Breaks in Service. *[This formula can only be used in (A)(1).]*

e. As soon as administratively feasible after the close of the Plan Year during which the Participant incurs _____ [cannot be more than five (5)] consecutive one (1) year Breaks in Service. *[This formula can only be used in (A)(2).]*

f. Only after the Participant has attained the Plan's Normal Retirement Age or Early Retirement Age, if applicable.

B. **Required Beginning Date:**

The Required Beginning Date of a Participant with respect to the Plan is *(select one from below)*:

☐ 1. April 1 of the calendar year following the calendar year in which the Participant attains age 70½, or the calendar year in which the Participant retires, whichever is later.

☐ Except that such Participant may elect to begin receiving distributions as of April 1 of the calendar year following the calendar year in which the Participant attains age 70½. Any distributions made pursuant to such an election, if the participant has not yet retired, will not be considered required minimum distributions. Such distributions will be considered in-service distributions and as such, will be subject to applicable withholding.

☒ 2. April 1 of the calendar year following the calendar year in which the Participant attains age 70½ except that distributions to a Participant with respect to benefits accrued after the later of the adoption of this Plan or Effective Date of the amendment of this Plan must commence no later than the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

C. **Minimum Distribution Requirements:**

☒ 1. **Election to Apply Five (5) Year Rule to Distributions to Designated Beneficiaries:**

If the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in the Plan Document but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. 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 either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant. This election will apply to:

☐ a. all distributions.

☐ b. the following distributions: _____

☒ 2. **Election to Allow Participants or Beneficiaries to Elect Five (5) Year Rule:**

Participants or Beneficiaries may elect on an individual basis whether the five (5) year rule or the life expectancy rule described in the Plan Document applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under the Plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Article VII of the Plan Document and, if applicable, the elections in Section XVI(C)(1) above.

D. **Forms of Payment *(select all that apply)*:**

The normal form of payment is determined at Section III(F) of this Adoption Agreement.

☐ 1. Lump sum.

☒ 2. Installment payments.

☒ 3. Partial payments; the minimum amount will be $0.

☐ 4. Life annuity.

☐ 5. Term certain annuity with payments guaranteed for _____ years [not to exceed twenty (20)].

☐ 6. Joint and ☐ 50%, ☐ 66 2/3%, ☐75% or ☐ 100% survivor annuity.

☐ 7. Contingent annuity.

E. **Type of Payment *(select all that apply)*:**

☒ 1. Cash.

☐ 2. Employer securities.

☐ 3. Other marketable securities.

☐ 4. Other in-kind payments.

F. **Application of Involuntary Cash-out Provisions:**

☒ 1. The Plan shall not make involuntary cash-outs to any terminated vested Participant. Distributions will only be made with the consent of the Participant.

☐ 2. The Plan shall make involuntary cash-outs to a terminated vested Participant as follows:

☐ a. The Plan shall make involuntary cash-out distributions of Vested Account Balances of less than $200. Distribution of amounts $200 or greater shall only be made with the consent of the Participant.

☐ b. The Plan shall make involuntary cash-out distributions of Vested Account Balances of $1,000 or less. Distribution of amounts greater than $1,000 shall only be made with the consent of the Participant.

☐ c. The Plan shall make automatic rollovers of Vested Account Balances that are greater than $1,000 but are not more than $5,000 in accordance with the provisions of Article VI of the Plan Document.

☐ d. The Plan shall make automatic rollovers of Vested Account Balances that are not more than $5,000 in accordance with the provisions of Article VI of the Plan Document.

☐ 3. In determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules, the Plan:

☐ a. elects to exclude Rollover Contributions with respect to distributions made after _____ with respect to Participants who separated from service after _____.

☐ b. elects to include Rollover Contributions when determining such value.

If no selection is made, the Plan will exclude Rollover Contributions when determining the value of the Participant's nonforfeitable account balance for involuntary cash-out purposes.

G. **Distribution Upon Severance from Employment Due to Acquisition of Employer:**

☒ 1. Not applicable.

☐ 2. Distribution upon severance from employment as described in the Plan Document shall apply for distributions after _____ (no earlier than December 31, 2001) regardless of when the severance from employment occurred.

☐ 3. Distribution upon severance from employment as described in the Plan Document shall apply for distributions after _____ (no earlier than December 31, 2001) for severance from employment occurring after _____ (enter the Effective Date if different than the Effective Date above).

H. **Direct Rollovers:**

For purposes of the direct rollover provisions of the Plan, the following will also be treated as Eligible Rollover Distributions in 2009 (*check one or none*):

☐ 1. 2009 RMDs and Extended 2009 RMDs (both as defined in the Plan).

☐ 2. 2009 RMDs (as defined in the Plan) but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code Section 401(a)(9)(H).

XVII. ***SIGNATURES***

Completion of this Adoption Agreement requires consideration of complex tax and legal issues. The Employer should consult with or should obtain the advice of its legal counsel and/or tax advisor before executing this Adoption Agreement. By executing this Adoption Agreement, the Employer acknowledges that it is a legal document with significant tax and legal ramifications. The Employer understands that its failure to properly complete or amend this Adoption Agreement may result in failure of the Plan to qualify or in disqualification of the Plan.

A. **Employer:** Illinois Public Pension Fund Association

This Adoption Agreement and the corresponding provisions of the Plan Document are adopted by the Employer this 17 day of Oct, 2014.

Executed on behalf of the Employer by: Illinois Public Pension Fund Association

Title: President

Signature: James M. Wilhelmi

B. **Trust Agreement:**

☐ Plan assets will be invested solely in group annuity contracts. There is no separate Trustee and the terms of the contract(s) will apply.

☒ Plan assets are all held in a tax qualified Trust. The Trust provisions used will be as contained in the Plan Document.

☐ Plan assets are all held in a tax qualified Trust. The Trust provisions used will be as contained in the accompanying executed Trust Agreement between the Employer and the Trustee attached hereto.

☐ Other:

C. **Trustee:**

☒ The Trustee appointed shall act in the capacity of non-discretionary directed Trustee.

☐ The Trustee appointed shall act in the capacity of a discretionary Trustee.

Name and address of Trustee:

_____

_____

_____

_____

The Employer's Plan as contained herein is accepted by the Trustee this _____ day of _____, _____.

Accepted on behalf of the Trustee by: _____

Title: _____

Signature: _____

Accepted on behalf of the Trustee by: _____

Title: _____

Signature: _____

Accepted on behalf of the Trustee by: _____

Title: _____

Signature: _____

(Add additional pages as necessary)

SCHEDULE A

PRIOR PLAN PROVISIONS

This Schedule should be used by the adopting Employer if a prior plan contains provisions not found in the Plan Document, or where the Employer wishes to document transactions or historical provisions of the Employer's Plan.

1. **Plan Provision:** _____

Effective Date: _____

2. **Plan Provision:** _____

Effective Date: _____

3. **Plan Provision:** _____

Effective Date: _____

4. **Plan Provision:** _____

Effective Date: _____

5. **Plan Provision:** _____

Effective Date: _____

440 Mamaroneck Avenue, Harrison, NY 10528

MANAGED ADVICE®

INVESTMENT ADVISORY AGREEMENT

Account Number(s) QT62868 / Plan Name(s): The Wise Choice 401(a) Plan

This Agreement is made by and between **Transamerica Retirement Advisors, LLC** ("Transamerica"), and Illinois Public Pension Fund Association ("Sponsor") on behalf of the above-referenced plan(s) (each a "Plan" and collectively the "Plans") and is effective as of January 2, 2019.

I. APPOINTMENT

This Agreement shall not be effective with respect to a Plan unless Transamerica's affiliate, Transamerica Retirement Solutions, LLC ("TRS"), is the recordkeeper of the Plan under a separate services agreement with the Plan ("TRS Services Agreement") pursuant to which TRS makes available the *Managed Advice*® service to the Plan. Subject to the satisfaction of the foregoing conditions, Sponsor hereby appoints Transamerica to provide the services specified below on the terms and conditions herein set forth and authorizes the investment advice arrangement pursuant to which investment advice is provided to Plan participants and beneficiaries hereunder.

II. SERVICES

A. Sponsor hereby appoints Transamerica to serve as, and Transamerica agrees to serve as, an investment manager for the *Managed Advice* service on behalf of the Plan's participants and beneficiaries. Sponsor also grants Transamerica the authority to appoint an "independent financial expert," as that term is used in the Department of Labor's Advisory Opinion 2001-09A (December 14, 2001)(the "SunAmerica Letter") and also to appoint an investment manager within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for the *Managed Advice* service. Transamerica has engaged Morningstar Investment Management LLC ("Morningstar") to act as an independent financial expert for the *Managed Advice* service.

Transamerica's service under the Agreement shall consist of the provision of investment management and advisory services based on an investment methodology developed by Morningstar. Morningstar will construct and manage, design and maintain asset allocation model portfolios ("Portfolios") for use under the *Managed Advice* service. Each Portfolio shall consist solely of investment options available under the Plan and shall be designed to provide varying asset allocation mixes of equity, fixed income, and other investments. As part of the *Managed Advice* service, the accounts of Plan participants and beneficiaries are rebalanced and reallocated periodically, managing risk and return as participants' settings and goals change over time. A more detailed description of the *Managed Advice* Service is set forth on the attached Schedule A and made a part of this Agreement.

B. Morningstar has represented to Transamerica that it will construct the Portfolios in accordance with generally accepted investment principles, and consistent with ERISA's fiduciary standards, other

applicable federal or state laws and the rules and regulations promulgated thereunder.[1] Upon request, Transamerica will provide to the responsible Plan fiduciary information explaining Morningstar's guidelines and portfolio construction methodology.

C. If the Sponsor elects in the TRS Services Agreement for the Portfolios to be used as qualified default investment alternatives ("QDIA") under the Plan(s) within the meaning of ERISA and applicable regulations, Sponsor understands and agrees that Morningstar will construct such Portfolios accordingly. If the Portfolios will be used as the Plan's QDIA, Transamerica has agreed to serve as manager of a "managed account" QDIA option within the meaning of the QDIA regulation at 29 C.F.R. § 2550.404c-5(e)(4)(iii).

D. In providing the investment management services with respect to the Portfolios, Transamerica will act as a fiduciary under ERISA and will serve as an "investment manager" as defined in Section 3(38) of ERISA. Morningstar has represented to Transamerica that in providing its services, Morningstar will act as a fiduciary as defined in Section 3(21)(A)(ii) under ERISA to Transamerica. Sponsor understands and agrees that Transamerica shall have or exercise fiduciary discretion with respect to the Portfolios.

E. In providing services with respect to the Portfolios, Transamerica agrees to furnish certain disclosures of material information and assumptions that it or Morningstar uses that are or may be required under the applicable laws, rules and regulations, including U.S. Department of Labor Regulation section 2550.404c-5 if applicable

F. Sponsor understands and agrees that Sponsor or other responsible Plan fiduciary appointed by Sponsor for such purpose is solely responsible for the selection and monitoring of the Plan's investment alternatives and, if applicable, QDIA. If the Portfolios are used as the Plan's QDIA, Sponsor understands and agrees that Sponsor or other responsible Plan fiduciary appointed by Sponsor for such purpose has a continuing fiduciary duty under ERISA to oversee, evaluate and approve or disapprove the appropriateness of the Plan's continued use of the *Managed Advice* service as the Plan's QDIA or the use of Transamerica as the QDIA's investment manager.

G. Sponsor acknowledges that the provision of the *Managed Advice* service is subject to Schedule A.

H. Except as otherwise expressly provided in this Agreement, Transamerica has no authority or responsibility with respect to: (i) the selection, monitoring, retention, or termination of asset classes or investment options within the Plan; (ii) the management , administration, valuation or custody of Plan assets; (iii) any investment decision of any nature whatsoever of another Plan fiduciary, another investment manager, or other person with respect to the Plan or any account thereunder; (iv) the performance of any other investment manager; (v) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; or (vi) any change in value in any or all of the Plan's assets. No guarantees or representations have been made or implied by Transamerica with respect to the success of the management or performance of the Portfolios (and the underlying investment options) or that any particular result will be achieved.

[1] There may be certain Plans that are not considered plans subject to ERISA. However, such Plans are governed by other applicable federal and/or state law, rules and guidance. Accordingly, for purposes of this Agreement, with regard to such non-ERISA Plans, reference to terms found in ERISA or any ERISA requirements discussed herein shall instead mean the similar term or requirement, if any, set forth in the relevant applicable federal and/or state law, rule or guidance.

I. Transamerica agrees to provide administration, investment education, investment advisory and related support services to the Plan, Plan's participants and beneficiaries that support the investment management services provided through *Managed Advice*. These support services (the "MA Support Services") are the services specified in Schedule A, as may be amended from time to time by the mutual written agreement of the parties.

J. Sponsor agrees, understands and acknowledges that Transamerica assumes only the specific and limited fiduciary responsibility and liability attendant to the construction of the Portfolios and related investment support and advisory services (the MA Support Services) as described in this Agreement and will not be considered a fiduciary of the Plan or to the Plan's participants for any other purpose as a result of this Agreement, including, but not limited to, distribution and rollover IRA services.

K. Depending on the service, the MA Support Services will be delivered by website or Transamerica's administrative systems, by teleconference at in-person meetings between the Plan participant or beneficiary and an investment adviser representative of Transamerica ("Retirement Counselors").

L. Transamerica agrees to deliver the MA Support Services in accordance with generally accepted investment principles, applicable provisions of ERISA, other applicable federal or state securities laws and the rules and regulations promulgated thereunder. Upon request, Transamerica will provide to the responsible Plan fiduciary information explaining its guidelines and processes regarding the delivery of the MA Support Services.

M. In providing the *Managed Advice* services to a Plan participant or beneficiary, Transamerica agrees to furnish certain disclosures of material information and assumptions if required under applicable laws, rules and regulations. Among other things, Transamerica shall make available to Plan participants or beneficiaries receiving *Managed Advice* services the following information to the extent not otherwise provided to a Plan participant or beneficiary with their retirement plan materials:

1. A description of all fees or other compensation that Transamerica or any affiliate thereof is to receive (including compensation provided by any third party) in connection with— (a) the provision of the advice hereunder; or (b) the sale, acquisition, or holding of any security or other property pursuant to such advice;

2. A description of the types of services provided by Transamerica in connection with the *Managed Advice* services and any limitations or restrictions thereon; and

3. A notice that Transamerica is acting as a fiduciary of the Plan in connection with the provision of advice.

N. Transamerica shall not have any proxy voting or other execution powers under the Plan, this Agreement, or otherwise. Sponsor has designated a person or persons other than Transamerica to vote proxies with respect to the Plan's investment options.

O. Notwithstanding any otherwise conflicting provision herein, Sponsor understands and agrees that the Plan's investment options shall be held by a custodian or trustee duly appointed by Plan Sponsor. Except with respect to any fee deduction described in Section III, nothing contained herein shall be deemed to authorize Transamerica to take or receive physical possession of any of the assets of the Plan.

P. Transamerica does not have, and will not exercise any, fiduciary discretion with respect to the provision of the MA Support Services. In providing any investment advisory services to participants with respect to the MA Support Services, Transamerica will act as a fiduciary of the Plan under ERISA by reason of the provision of investment advice referred to in section 3(21)(A)(ii) of ERISA.

Q. Sponsor represents that any participant data provided from Sponsor to Transamerica for use in creating the Portfolios is true, correct and complete to the best of Sponsor's knowledge. Sponsor agrees that to the extent Sponsor provides incorrect participant data to Transamerica for use in creating the Portfolios, Transamerica will not be responsible for any participant losses that occur as a result of the use of such incorrect data. Sponsor further agrees that Sponsor shall be responsible for any such losses.

III. FEES

A. For Transamerica's provision of all services hereunder, Sponsor hereby authorizes the deduction of a participant fee at an effective annual rate of 0.45% based upon the average daily net asset value of participants' account assets allocated to the Managed Advice service. This fee is accrued daily and is debited from a participant's account balance on a monthly basis. If a participant cancels participation in the Managed Advice service or if Sponsor terminates the TRS Services Agreement, the outstanding fee at the time of cancellation will be debited from the participant's account on the date of cancellation. These fees are subject to change, provided that all parties hereto agree to such change in writing. Affected participants will be notified prior to the institution of any such change.

B. Sponsor acknowledges that any *Managed Advice* service fees shall be deducted directly from *Managed Advice* participant accounts. Transamerica, through TRS, will send Sponsor a statement for each quarter relating to fees to be deducted from each *Managed Advice* participant's account.

C. The "MA One-On-One Advisory Services," set forth on Schedule A hereto, are provided at no additional cost to participants.

IV. INDEMNIFICATION

A. Transamerica agrees to hold harmless from and indemnify Sponsor against any and all claims, expenses, liabilities, damages and losses (including attorney's fees) directly or indirectly incurred or resulting from the negligence or intentional misconduct, breach of any of the acknowledgements, representations, warranties duties or agreements under this Agreement, or breach of applicable law by Transamerica or any entity or person controlling, controlled by or under common control with Transamerica ("Affiliate").

B. Sponsor agrees to hold Transamerica and any Affiliate harmless from and indemnify Transamerica and its Affiliates against any and all claims, expenses, liabilities, damage and losses (including attorney's fees) directly or indirectly incurred or resulting from Sponsor's negligence or intentional misconduct, breach of any of the acknowledgements, representations, warranties, or duties under this Agreement or breach of applicable law.

V. ARBITRATION AND DISPUTE RESOLUTION

Please Read This Following Clause Carefully—It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

A. Agreement to Binding Arbitration - All claims arising out of or relating to this Agreement shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of the JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable (except for the class action waiver below).

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's decision shall be final, binding, and non-appealable in court. Judgment upon the award may be entered and enforced in any court having jurisdiction. The arbitrator's award will consist of a written statement stating the disposition of each claim and will include a concise written statement of the essential findings and conclusions on which the award is based. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

Either party may request a panel of three (3) arbitrators in lieu of only one (1) arbitrator. The parties will make reasonable efforts to agree upon a mutually satisfactory arbitrator chosen from the JAMS panel and the arbitrator(s) must be neutral. The arbitration shall take place in New York, New York. The interpretation and enforcement of this Agreement shall be governed by the Federal Arbitration Act. The parties agree that all proceedings before the arbitrators will remain confidential between the parties. However, either party may register the judgment on any arbitral award in an appropriate court, and the parties may disclose information regarding the arbitration if required by law or judicial decision.

This Agreement to binding arbitration in no way limits or affects the parties' rights under the Investment Advisers Act. The parties further agree that nothing in this Agreement precludes any party from filing or participating in administrative proceedings before government administrative agencies to address alleged violations of law enforced by those state agencies.

B. JAMS' RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.JAMSADR.COM OR BY CALLING JAMS AT 800.352.5267. THE ARBITRATOR(S) SHALL AWARD TO THE PREVAILING PARTY, IF ANY, THE ATTORNEYS' FEES AND COSTS REASONABLY INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH THE ARBITRATION. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION. THE PARTIES ALSO UNDERSTAND THAT ALTHOUGH ARBITRATION ALLOWS FOR THE DISCOVERY OR EXCHANGE OF NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE, THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

C. Class Action and Class Arbitration Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"), and the parties expressly waive their right to file a Class Action in any forum. The arbitrator(s) is empowered to award full relief to an individual claimant, but any relief awarded cannot extend beyond that individual claimant. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If any court or arbitrator(s) determines that the Class Action waiver set forth in this paragraph is void or unenforceable for any reason (including any alleged incompatibility with the Investment Advisors Act or other federal securities laws or regulations), or that an arbitration can proceed as a Class Action, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. THE PARTIES UNDERSTAND THAT IN THE ABSENCE OF THIS AGREEMENT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

D. Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth above do not apply, the parties agree that proper forum for any claims under this Agreement shall be in the courts of the State of New York for Westchester County or the United States District Court, Southern District of New York (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Westchester County, New York for any litigation other than small claims court actions.

VI. MISCELLANEOUS

A. Sponsor and Transamerica each represent and warrant that they have the full authority and capacity to execute this instrument and to abide by the obligations undertaken herein.

B. This instrument represents the entire understanding with respect to the subject matter hereof.

C. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law provisions. If a provision of this instrument is in conflict with such laws or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any provision of this instrument, which provisions shall remain in full force and effect.

D. Sponsor agrees that Transamerica may communicate information required under this Agreement and any SEC-required disclosures to Sponsor through the e-mail address supplied by Sponsor. Sponsor will notify Transamerica of any change in its e-mail address immediately. Transamerica is entitled to rely on the most recent e-mail address provided by Sponsor.

E. Sponsor hereby represents and warrants that it is the Plan's named fiduciary and that, in the event of its resignation or removal, Sponsor or another Plan fiduciary shall provide written notice to Transamerica at least 30 days in advance of the effective date of Sponsor's resignation or removal to the extent practical. Such notice shall specify whether or not there is a successor named fiduciary

and identify such successor fiduciary. Until the effective date of the appointment of, and acceptance of such appointment by, a successor fiduciary, Sponsor or other named fiduciary identified under the terms of the Plan shall have the full authority and responsibility to act for the Plan for purposes of this Agreement, and Transamerica may rely upon any act, direction or instruction hereunder of such fiduciary. A successor fiduciary shall have the power to represent the Plan and exercise all of the duties and obligations of Sponsor under the provisions of this Agreement.

F. Transamerica is registered with the Securities and Exchange Commission (the "SEC") as an investment advisor under the Investment Advisers Act of 1940. Sponsor acknowledges that Transamerica has provided to Sponsor Part 2 of Transamerica's current Form ADV ("Brochure") attached hereto, the Notice of Privacy Policy and the Summary of Business Continuity Plan. Sponsor may also review Transamerica's Brochure on-line at trsretire.com at any time. Sponsor agrees to make the Brochure available to Plan participants, upon their request, for no additional charge. Transamerica agrees to maintain a current version of the Brochure on its website for Plan participants to view at any time.

G. Sponsor may elect to terminate this Agreement at any time upon at least thirty (30) days' advance written notice to Transamerica, subject to final payment of all fees due to Transamerica hereunder. Transamerica may elect to terminate this Agreement at any time upon at least ninety (90) days' advance written notice to Sponsor. This Agreement shall terminate immediately with respect to a Plan if: (1) the Pension Services Agreement between Sponsor and TRS is terminated, or (2) the Plan fails to maintain an investment option line-up that meets the Plan Requirements, as described in Schedule A herein. Upon termination, it is Sponsor's responsibility to monitor the Portfolios, and Transamerica will have no further obligation to act or render any service with respect to those Portfolios. Sponsor understands and agrees that any participant agreements in effect for the *Managed Advice* service will terminate immediately upon termination of this Agreement or the Pension Services Agreement. This Agreement may be amended by the parties provided such amendment is in writing and agreed to by the parties.

H. Transamerica agrees to take all steps necessary to comply with SEC Regulation S-P and other laws, rules and regulations protecting the privacy of consumer and customer financial information applicable to investment advisers. To the extent Transamerica receives any nonpublic personal information to perform services on behalf of participants as contemplated under this Agreement, Transamerica agrees not to disclose or use any such information for any purpose other than to carry out the purposes for which the participant disclosed the information or as permitted by law in the ordinary course of business to carry out those purposes.

I. This Agreement may not be assigned (as defined under Section 205(a)(2) of the Investment Advisers Act of 1940, as amended), amended or transferred by either Transamerica or Sponsor without the written consent of the other party.

J. All rights in the services, systems and procedures used by Transamerica and TRS, including patent, copyright, trademark, trade secret software and any other intellectual property or proprietary right associated with the *Managed Advice* services are the exclusive property of Transamerica and its respective licensors and/or subcontractors. Nothing in this Agreement, by implication or otherwise, grants Sponsor any right or license to use any trademark or service mark of Transamerica or grants Sponsor any right or license to use any software, technology or other intellectual property other than as provided by Transamerica in order to enable Sponsor and participants to receive and use the *Managed Advice* services in accordance with this Agreement. Sponsor shall not, and shall not enable third parties to, reproduce, modify, create derivative works

of, or distribute any or all of Transamerica's or its affiliates' services or reverse engineer any of the software or other technology related thereto. Any reports, communications or other deliverables prepared using Sponsor, Plan and/or participant data will become the property of Sponsor, provided, however, that Transamerica or its affiliates, as applicable, shall remain the owner of any underlying templates, programs, systems or procedures used to create such reports, communications or deliverables.

K. Transamerica shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

L. Nothing in this Agreement shall serve as a waiver or limitation of any rights that Sponsor may have under the federal or state securities laws.

* * *

[*Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date above-written.

Illinois Public Pension Fund Association On behalf of itself and the Plan(s)

Joel Babbitt	Administrator	12/11/2018
Authorized Signer	Title	Date

Joel J. Babbitt

Print Name

Transamerica Retirement Advisors, LLC

Authorized Signer	Title	Date

Print Name

SCHEDULE A
DESCRIPTION OF MANAGED ADVICE SERVICES AND MA SUPPORT SERVICES

General Background: Transamerica Retirement Advisors, LLC ("Transamerica") serves as investment manager for the *Managed Advice* service, and its affiliate, Transamerica Retirement Solutions, LLC ("TRS") serves as recordkeeper for the Plan(s) pursuant to a separate pension services agreement ("TRS Services Agreement"). Transamerica has selected Morningstar Investment Management LLC ("Morningstar") as an independent financial expert for the *Managed Advice* service. Morningstar will construct the Portfolios used in the *Managed Account* service, and will evaluate and review the investment options offered under the Plan for the purpose of constructing the Portfolios.

Morningstar will establish the Portfolios through its proprietary methodologies based on generally accepted investment principles. From time to time, but at least annually, Morningstar reviews the asset allocation of the Portfolios in light of market conditions and may reallocate and/or rebalance the Portfolios. Sponsor shall not be responsible for directing any changes to the Portfolios. The Portfolios are comprised of some or all of the investment options offered under the Plan (certain investment options may be excluded from any Portfolio, as determined by Morningstar). In constructing the Portfolios, Morningstar will not consider any investment in stock or other individual securities, self-directed brokerage accounts, or other assets not invested in the designated investment options available under the Plan. Morningstar may (or may not) decide to include within the *Managed Advice* service designated investment options that are Transamerica proprietary investment funds or stable value products offered by Transamerica affiliates. The Sponsor has read, understands and agrees to the attached *Managed Advice* service disclosure.

Sponsor agrees and acknowledges the following with respect to the *Managed Advice* service:

Plan Requirements:

1. Morningstar requires a minimum range of asset classes including cash equivalents, fixed income, and equities. These minimum criteria are set by Morningstar at its sole discretion.
2. Sponsor understands that certain investment options, including Transamerica affiliated investment options, will be evaluated on a case-by-case basis to determine if such options are eligible to be used within the Portfolios. Affiliated options managed by Transamerica or one of its affiliates may be selected by Morningstar to be used in the Portfolios.
3. If at any time the minimum criteria are not met, Transamerica will notify Sponsor as soon as administratively feasible of the issue. Sponsor then will have ninety (90) days to make any necessary changes in the Plans' investment option line-up to meet the requirements. If Sponsor is unable to meet the requirements, this Agreement shall terminate and Transamerica's obligations hereunder will cease immediately.

Affirmative Participant Enrollment:

1. Participants may affirmatively enroll in *Managed Advice* by visiting Sponsor's retirement website at trsretire.com or by calling (844) 622-2133. Unless otherwise agreed to by Transamerica, Participants who utilize *Managed Advice* cannot select any other investment options offered by the

Plan(s), and cannot transfer to any other investment options (e.g. individual mutual funds) or rebalance their accounts while they are subscribed to the service.
2. Participants shall have the ability, at any time (excluding blackout periods), to unsubscribe to the *Managed Advice* service and elect any other investment options offered under the Plan(s).

Participant/Client Disclosure Requirements and Sign-offs:

1. TRS will identify to Sponsor, upon Sponsor's request, the number of participants who are utilizing *Managed Advice* and the aggregate amount of participant assets in the service.
2. TRS will send a retirement plan confirmation statement to the participants' email or home addresses on file (as applicable) upon implementation of any rebalancing transaction.
3. Any reference to "participants" shall also include "beneficiaries" enrolled in *Managed Advice* as the case may be.

Addition/Deletion of Investment Options under the Plan:

1. So long as agreed to by Morningstar, Sponsor may specify certain designated investment alternatives offered under the Plan to be available only to participants who utilize the *Managed Advice* service.
2. Sponsor will provide written instructions and a letter of intent to add or delete an underlying investment from the Plan(s) investment options.
3. Morningstar will review the request and Transamerica will inform Sponsor of whether the investment option being added meets Morningstar's requirements as an "eligible investment" with respect to the construction of the Portfolios, and/or if the investment lineup continues to meet the requirements after the deletion of an investment option. Based on the change in the Plan's investment line-up, Morningstar will determine whether it is appropriate to reallocate the Portfolios.

Periodic Investment Review & Rebalancing:

1. As a standard practice, subscribed accounts are systematically monitored and evaluated for a rebalance periodically. Certain accounts may not be rebalanced for a number of reasons including, but not limited to, de minimis account balances, accounts with market timing restrictions, and potentially other factors. In addition, Transamerica asks Managed Advice participants to review their accounts annually.

Ongoing Investment Allocation Changes:

1. Morningstar shall at any time in the future, subject to the procedures outlined in this Schedule A, be able to make changes to the Portfolios. Accordingly, Transamerica shall retain all discretionary management and control over such Portfolios including to replace or terminate Morningstar or to appoint an investment manager, within the meaning of Section 3(38) of ERISA, for the *Managed Advice* service.
2. Sponsor understands and agrees that Transamerica is not the Plan's recordkeeper and, therefore, will not implement any rebalances required by Morningstar or any investment option changes requested by Sponsor. Transamerica's affiliate, TRS, will implement any rebalances required by Morningstar or any investment option changes requested by Sponsor. TRS will also provide any written notification of such changes to Sponsor.

Limitations on addition/deletion of investment options and ongoing investment allocation changes: When necessary, Morningstar will instruct TRS to implement rebalances or investment option additions or deletions or a combination thereof in the Portfolios. Sponsor understands that any applicable investment change fees shall apply.

Trade Restrictions: Standard trade restrictions will apply (redemption fees, etc.) provided that there can be no redemption fees on the QDIA option/Portfolios within 90 days.

Communication/Information Materials:

Transamerica will create, maintain and provide the following materials in a final format:

- Transamerica's Form ADV Brochure and any other required disclosure information will be made available online for Plan participants to view at any time.
- *Managed Advice* reporting.
- Materials targeted at defaulted Plan participants in an attempt to encourage them to actively engage and take full advantage of *Managed Advice* or select a different investment strategy.
- Any other materials or communication pieces illustrating *Managed Advice* objectives, fees and other expenses, if any, risks, and other information.

Sponsor will not modify or re-format (except to the extent permitted or required by Transamerica) any stand-alone communication/information materials related to the *Managed Advice* service. The Plan will be responsible for paying any applicable mailing or printing costs.

Other Requirements: Sponsor shall provide such information and data as required or reasonably requested by Transamerica to perform its duties hereunder. Transamerica's obligations specifically shall not include custody of assets or the provision of legal and tax advice.

MA One-on-One Advisory Support Services:

I. Transamerica will, through its retirement counselors, provide initial investment advisory support to a participant who calls in to Transamerica's designated phone line (or in-person, if on-site advisory personnel are available to participant), including the following, as applicable:

(i) Discuss with Plan participants their retirement needs and goals and the recommended savings rate and retirement age based upon advice and outputs from Morningstar's engine;

(ii) Discuss with Plan participants their investment needs;

(iii) Discuss with participants the fundamentals of asset allocation, and having an appropriate mix of equity and fixed income investments;

(iv) Explain the investments used in the Portfolios and how the participant's account will be invested through a portfolio based on the participant's information;

(v) Discuss generally with Plan participants their current Plan investments; and

(vi) Assist the participant with signing up for the *Managed Advice* service based on the recommendation provided in Section I(i) above.

II. Transamerica will provide ongoing investment advisory support to *Managed Advice* participants, so long as the participant has not cancelled *Managed Advice*, including the following, as applicable:

(i) A retirement counselor will be available to answer questions , by phone (or in-person if on-site advisory personnel are available to participant), and review the Portfolios with the participant upon request at any time during normal business hours;

(ii) Transamerica or a retirement counselor will on an annual basis contact and request, via electronic mail, regular U.S. mail, or phone, participants review and update their current situation as it relates to *Managed Advice*;

(iii) A retirement counselor will be available to meet with the participant (either face-to-face or via teleconference, as applicable) at least annually to review the participant's account and determine if the participant has experienced any employment or financial changes that might impact the participant's elections under the *Managed Advice* service (such as a change in the participant's targeted retirement date); and

(iv) At least once per year, Transamerica or the retirement counselor will provide an investment analysis report for the participant detailing their progress toward meeting the participant's retirement income goal.

Account Number: QT62868

THIS SPECIMEN PLAN AMENDMENT HAS BEEN PREPARED BY TRANSAMERICA RETIREMENT SOLUTIONS, LLC SOLELY AS A GUIDE FOR THE EMPLOYER'S ATTORNEY AND IS, OF COURSE, SUBJECT TO HIS OR HER LEGAL REVIEW AND ADVICE.

IN ADOPTING THE PLAN AMENDMENT CERTAIN FORMAL STEPS SHOULD BE TAKEN TO CONFIRM THE VALIDITY AND EFFECTIVE DATE OF SUCH ADOPTION. AS A GENERAL RULE, IT IS ADVISABLE TO RECORD IN THE MINUTES OF A MEETING OF THE EMPLOYER'S BOARD OF DIRECTORS A BRIEF SUMMARY OF THE ACTION TAKEN WITH RESPECT TO THE PLAN AMENDMENT AS WELL AS A RECITATION OF THE ADOPTION DATE AND THE EFFECTIVE DATE, IF DIFFERENT. THE ULTIMATE RESPONSIBILITY, OF COURSE, FOR THE TIMELY AND PROPER ADOPTION OF THE PLAN AMENDMENT RESTS WITH THE EMPLOYER AND ITS ATTORNEY.

This amendment must be dated and executed by December 31, 2017.

Amendment No. 2
to
The Wise Choice 401(a) Plan ("Plan")

Pursuant to the provisions of Article XII of the Plan, the Adoption Agreement of the Plan is hereby amended, effective September 1, 2017, to permit in-service withdrawals. There, the Adoption Agreement is amended as follows:

1. The following is substituted for subsection A. of Section XIII. ***IN-SERVICE WITHDRAWALS***:

"A. **In-Service Withdrawals:**

☐ 1. In-service withdrawals are not permitted in the Plan.

☒ 2. In-service withdrawals are permitted in the Plan. Participants may withdraw the following contribution types after meeting the following requirements *(select one or more of the following options)*:

Withdrawal Restrictions **Contribution Types**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**
a. All Contributions	n/a	n/a	n/a	☐	☐	n/a	n/a	n/a
b. Voluntary After-tax Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
c. Rollover Contributions	☐	☐	☐	☐	☒	n/a	n/a	n/a
d. Vested Non-Elective (Formula 1)	☐	n/a	☐	☐	☒	☐	☐	☐
e. Vested Non-Elective (Formula 2)	☐	n/a	☐	☐	☐	☐	☐	☐

Withdrawal Restriction Key

A. Not available for in-service withdrawals.

B. Available for in-service withdrawals without restrictions.

C. Participants having completed five (5) years of Plan participation may elect to withdraw all or any part of their Vested Account Balance.

D. Participants may withdraw all or any part of their Account Balance after having attained the Plan's Normal Retirement Age.

E. Participants may withdraw all or any part of their Vested Account Balance after having attained age 59½ (not less than age 59½).

F. Participants may elect to withdraw all or any part of their Vested Account Balance which has been credited to their account for a period in excess of two (2) years.

G. Available for withdrawal only if the Participant is 100% vested.

H. All requirements selected in (C) through (G) above must be satisfied prior to a distribution being made from the Plan."

2. The following is added to **SCHEDULE A - PRIOR PLAN PROVISIONS**:

"2. **Plan Provision:** Prior to September 1, 2017, the Plan did not permit in-service withdrawals.

Effective Date: September 1, 2017"

IN WITNESS WHEREOF, the Employer hereby causes this amendment to be executed on the 5th day of June, 2017.

Employer: Illinois Public Pension Fund Association

By: Joel Babbitt

QT62868idpaa2/ss
December 31, 2017

Account No. QT62868

Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Illinois Public Pension Fund Association ("Employer"). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as "Plan(s)," sponsored by the Employer.

Account Number	Plan Name
QT62868	The Wise Choice 401(a) Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substrituion of the following for the Transaction Processing Fees Section under the **FEE SCHEDULE**:

   Transaction Processing Fees Section

   In addition to any other compensation and/or fees described in the Fee Schedule, the following fees shall apply to the specific processing and administrative services described below:

   Transaction Processing Fees (deducted from participant accounts) -- applicable to the below transactions if available under the Plan(s)

   - Direct Rollover — $25 per transaction (paid by Employer)
   - Direct Transfer to Another Plan or Provider — $25 per transaction (paid by Employer)
   - Full Distribution — $25 per transaction (paid by Employer)
   - Hardship Withdrawal — $25 per transaction (paid by Employer)
   - In-service Distribution — $25 per transaction (paid by Employer)

   Note: The fees above are waived when distributions are made: due to the participant's death or disability; from a beneficiary's account; as a direct rollover to a Transamerica IRA; to purchase an annuity through Transamerica; or as a Required Minimum Distribution. The fee is also waived on unscheduled withdrawals by a former participant until the final distribution from their account

   - Qualified Domestic Relations Order ("QDRO") — $250 per QDRO (paid by participant upon division of account)
   - Loan Maintenance (applies in addition to any Loan Set-Up Fee) — $6.25 per quarter (paid by Employer, and not charged in the Plan quarter loan is issued/refinanced or paid-off)

This Amendment is effective May 15, 2018.

Employer

By: Joel Babbitt | Administrator | 5/29/2018

Signature of Authorized Officer | Title | Date

Transamerica Retirement Solutions, LLC

By: Robert J. Vetter

(Authorized Senior Vice President)

QT62868sa3/kw

Account #: QT62868 00001
Plan Name: The Wise Choice for Public Employees

Client Authorization to Change Distribution & Loan Administrative Provisions for the Coronavirus Aid, Relief & Economic Security (CARES) Act

This Client Authorization is a request to add the distribution and/or loan provisions noted below for the Plan referenced above. All changes will be applied to the Plan referenced above, as allowed by law, in accordance with the instructions that Transamerica receives from you, as indicated by checking the applicable boxes set forth below and returning the signed authorization to your Transamerica representative **at least three business days prior to the date you wish to make these provisions available to your eligible participants**.

Coronavirus-Related Distributions

As elected below, the Plan will allow Coronavirus-Related Distributions, up to a total of $100,000, in accordance with Section 2202(a) of the CARES Act, to be made as of the date elected in this document and no later than December 30, 2020 to any participant who meets one of the following criteria (an "Eligible Participant"):

- Is diagnosed with a coronavirus (COVID-19 or SARS-CoV-2) illness by a test approved by the CDC.
- Has a spouse or dependent diagnosed with such coronavirus illness by a test approved by the CDC.
- Experiences "adverse financial consequences" as a result of a quarantine, furlough, lay-off, reduction in work hours, business closure, the lack of child care, or other factors determined by the IRS due to the coronavirus emergency.

Please note the following: In the case of a Plan that permits only a single lump sum distribution to a terminated participant, the availability of a Coronavirus-Related Distribution to a terminated participant will supersede the Plan's otherwise applicable limitation on termination distributions. The undersigned Employer acknowledges that: (1) certain system functionality, including amount available for withdrawal, may not be available for Coronavirus-Related Distribution requests; and (2) Transamerica will rely solely on a Participant's representation as to their qualification as an Eligible Participant.

Coronavirus-Related Increased Loan Limits

As elected below, the Plan will allow Eligible Participants, as defined above, to take loans up to the lesser of $100,000 or 100% of the participant's vested account balance, in accordance with Section 2202(b)(1) of the CARES Act, as of the date elected in this document and no later than September 22, 2020 (180 days from date of enactment).

Please note the following: The availability of a coronavirus-related loan will supersede the Plan's otherwise applicable limitations on number of available loans and/or frequency with which a loan may be taken. The Employer acknowledges that: (1) Certain system functionality, including loan modeling, may not be available for coronavirus-related loan requests; and (2) Transamerica will rely solely on a Participant's representation as to their qualification for this distribution.

CLIENT INSTRUCTION TO OFFER CORONAVIRUS-RELATED DISTRIBUTIONS AND/OR CORONAVIRUS-RELATED LOANS

☒ **Permit Both Coronavirus-Related Distributions and Coronavirus-Related Increased Loan Limits** beginning on 4/20/2020 [insert date] or as soon as administratively feasible thereafter.

☐ **Permit Coronavirus-Related Distributions** beginning on_____ [insert date] or as soon as administratively feasible thereafter.

☐ **Permit Coronavirus-Related Increased Loan Limits** beginning on_____ [insert date] or as soon as administratively feasible thereafter.

****

The Employer authorizes Transamerica to prepare a required amendment, if Transamerica provides document services, by the due date provided by the Internal Revenue Service.

IN WITNESS WHEREOF, the Employer hereby directs Transamerica Retirement Solutions to process CARES Act distributions and loans in accordance with the elections provided, and hereby causes these special provisions to be effective as of the date indicated above.

By: Joel Babbitt
Authorized Representative

Date: 4/9/2020 [Important]

Print Name: Joel J. Babbitt

Print Title: Administrator

Employer: IPPFA/NPPFA

Illinois Public Pension Fund Association

PROFIT SHARING GOVERNMENTAL PLAN

BASIC PLAN DOCUMENT

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The Wise Choice 401(a) Plan

Sponsored By

Illinois Public Pension Fund Association

This Plan in conjunction with the Adoption Agreement shall be interpreted in a manner consistent with the intention of the adopting Employer that this Plan satisfies Internal Revenue Code Sections 401 and 501. Any Plan established hereunder shall be so established for the exclusive benefit of Plan Participants and their Beneficiaries and shall be administered under the following terms and conditions:

ARTICLE I
DEFINITIONS

1.1 ***Adoption Agreement***
The document attached to this Plan by which an Employer elects the terms and conditions of a Qualified Plan established under this Basic Plan Document.

1.2 ***Allocation Date(s)***
The date or dates on which Participant recordkeeping accounts are adjusted to reflect account activity including but not limited to contributions, loan distributions, Hardship withdrawals, as well as earnings activity including but not limited to income, capital gains or market fluctuations in accordance with Article V hereof. Unless the Plan Administrator in a uniform and nondiscriminatory manner designates otherwise, all allocations for a particular Plan Year will be made as of the Valuation Date of that Plan Year.

1.3 ***Annual Additions***
The sum of the following amounts credited to a Participant's account for the Limitation Year:

(a) Employer contributions (under Article III),

(b) Employee contributions (under Article IV),

(c) forfeitures,

(d) Employer allocations under a Simplified Employee Pension Plan,

(e) amounts allocated after March 31, 1984, to an individual medical account as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer (these amounts are treated as Annual Additions to a Defined Contribution Plan though they arise under a Defined Benefit Plan), and

(f) amounts derived from contributions paid or accrued after 1985, in taxable years ending after 1985, which are attributable to a Welfare Benefit Fund [as defined in Code Section 419(e)] maintained by the Employer.

For purposes of applying the limitations of Code Section 415, the transfer of funds from one Qualified Plan to another is not considered an Annual Addition. The following are not Employee contributions for the purposes of Annual Additions:

(g) Rollover Contributions [as defined in Code Sections 402(e)(6), 403(a)(4), 403(b)(8) and 408(d)(3)];

(h) repayments of loans made to a Participant from the Plan;

(i) repayments of distributions received by an Employee pursuant to Code Section 411(a)(7)(B) (cash-outs);

(j) repayments of distributions received by an Employee pursuant to Code Section 411(a)(3)(D) (mandatory contributions); and

(k) Employee contributions to a Simplified Employee Pension Plan excludible from gross income under Code Section 408(k)(6).

Employee and Employer make-up contributions under USERRA received during the current Limitation Year shall be treated as Annual Additions with respect to the Limitation Year to which the make-up contributions are attributable. Excess Amounts applied in a Limitation Year to reduce Employer contributions will be considered Annual Additions for such Limitation Year, pursuant to the provisions of Article IX.

1.4 ***Applicable Calendar Year***

The First Distribution Calendar Year and each such succeeding calendar year. If payments commence in accordance with paragraph 7.6 before the Required Beginning Date, the Applicable Calendar Year is the year such payments commence. If distribution is in the form of an immediate annuity purchased after the Participant's death with the Participant's remaining interest, the Applicable Calendar Year is the year of purchase.

1.5 ***Applicable Life Expectancy***

The life expectancy or joint and last survivor expectancy calculated using the attained age of the Participant or Beneficiary as of the Participant's or Beneficiary's birthday in the Applicable Calendar Year, reduced by one for each calendar year which has elapsed since the date life expectancy was first calculated.

1.6 ***Beneficiary***

A "Beneficiary" is the recipient designated by the Participant to receive the Plan benefits payable upon the death of the Participant, or the recipient designated by a Beneficiary to receive any benefits which may be payable in the event of the Beneficiary's death prior to receiving the entire death benefit to which the Beneficiary is entitled. A "Designated Beneficiary" is any individual designated or determined in accordance with Code Section 401(a)(9) and the Regulations issued thereunder, except that it shall not include any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

1.7 ***Break In Service***

(a) If the Hours of Service method is used in determining either an Employee's initial or continuing eligibility to participate in the Plan, or the nonforfeitable interest in the Employee's account balance derived from Employer contributions, a Break in Service is a twelve (12) consecutive month period during which the Employee has not completed more than five hundred (500) Hours of Service.

(b) For purposes of determining whether a Break in Service has occurred in a particular computation period, an Employee who is absent from work for maternity or paternity reasons shall receive credit for Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which such hours cannot be determined, with eight (8) Hours of Service per day of such absence. The Hours of Service to be so credited shall 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 periods.

(c) With respect to determinations based on the Elapsed Time method, a Break in Service is a Severance Period of twelve (12) or more consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a Break in Service.

(d) Notwithstanding the foregoing, in the case of an Employee who is absent from work beyond the first anniversary of the first day of absence from work for maternity or paternity reasons, such period begins on the second anniversary of the first day of such absence. The period between the first and second anniversaries of said first day of absence from work is neither a Period of Service for which the Employee will receive credit nor is such period a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of the birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(e) An Employer adopting the Elapsed Time method is required to credit Periods of Service and, under the Service spanning rules, certain Periods of Severance of twelve (12) months or less. Under the first Service spanning rule, if an Employee severs from Service as a result of resignation, discharge or retirement and then returns to Service within twelve (12) months, the Period of Severance is required to be taken into account. A situation may arise in which an Employee is absent from Service for any reason other than resignation, discharge, retirement and during the absence a resignation, discharge or retirement occurs. The second Service spanning rule provides that, under such circumstances, the Plan is required to take into account the period of time between the severance from Service date (i.e., the date of resignation, discharge or retirement) and the first anniversary of the date on which the Employee was first absent, if the Employee returns to Service on or before such first anniversary date.

1.8 ***Code***

The Internal Revenue Code of 1986, including any amendments thereto. Reference to any section or subsection of the Code, includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection, and also includes reference to any Regulation issued pursuant to or with respect to such section or subsection.

1.9 ***Compensation***

The Employer may select one of the following three safe harbor definitions of Compensation in the Adoption Agreement.

(a) ***Code Section 3401(a) Wages –*** All remuneration received by an Employee for services performed for the Employer which are subject to Federal income tax withholding at the source. Unless elected otherwise in the Adoption Agreement, Compensation shall include any amount deferred under a Salary Deferral Agreement which is not includible in the gross income of a Participant under Code Section 125 in connection with a cafeteria plan, Code Section 402(e)(3) in connection with a cash or deferred plan, Code Section 402(h)(1)(B) in connection with a Simplified Employee Pension Plan, Code Section 401(k) in connection with a SIMPLE Retirement Account, Code Section 457 in connection with a Plan maintained under said Section, and Code Section 403(b) in connection with a tax-sheltered annuity plan. Wages are determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed [such as the exception for agricultural labor in Code Section 3401(a)(2)]. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1), 403(b), or 457.

(b) ***Code Sections 6041, 6051 And 6052 Reportable Wages –*** All remuneration received by an Employee for services performed for the Employer that are required to be reported on Form W-2. Unless otherwise elected in the Adoption Agreement, Compensation shall include any amount deferred under a Salary Deferral Agreement which is not includible in the gross income of a Participant under Code Section 125 in connection with a cafeteria plan, Code Section 402(e)(3) in connection with a cash or deferred plan, Code Section 402(h)(1)(B) in connection with a Simplified Employee Pension Plan, and Code Section 403(b) in connection with a tax-sheltered annuity plan. A Participant's wages include remuneration defined at subparagraph (a) above and all other remuneration paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Such amount must be determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed [such as the exception for agricultural labor in Code Section 3401(a)(2)]. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1), 403(b) or 457.

(c) ***Code Section 415 Compensation –*** Compensation is defined as including:

(1) Wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income [or to the extent amounts would have been received and includible in gross income but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)]. These amounts include but are not limited to commissions paid to salespersons, 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 non-accountable plan as described in Regulation Section 1.62-2(c).

(2) In the case of an Employee who is an Employee within the meaning of Code Section 401(c)(1) and the Regulations thereunder, the Employee's Earned Income [as described in Code Section 401(c)(2) and the Regulations thereunder], plus amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code Sections 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(3) The amount includible in the gross income of an Employee upon making the election described in Code Section 83(b).

(4) Amounts that are includible in the gross income of an Employee under the rules of Code Sections 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.

(5) Amounts described in Code Sections 104(a)(3), 105(a) or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

(6) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code Section 217.

(7) Payments made within 2½ months after severance from employment [as defined in Regulation Section 1.415(a)-1(f)(5)] or, if later, the end of the Limitation Year during which the severance occurred, will be Compensation within the meaning of Code Section 415(c)(3) if they are payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, and other similar compensation.

(8) Payments for unused accrued bona fide sick, vacation or other leave which :

(i) are paid by the later of 2 ½ months after severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of such severance from employment, and

(ii) would have been included in Compensation if they were paid to the Employee prior to a severance from employment if the Employee had continued in employment with the Employer maintaining the Plan,

will be included, but only if the Employee would have been able to use the leave if employment had continued.

(9) If the Employer maintains such a plan, amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan which:

(i) are paid by the later of 2 ½ months after severance from employment with the Employer or the end of the Limitation Year that includes the date of such severance from employment, and

(iii) would have been included in Compensation if they were paid prior to the Employee's severance from employment with the Employer maintaining the Plan,

will be included, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

Any payments not described in (c) (7) , (8) or (9) above are not considered Compensation if paid after severance from employment, even if they are paid within 2½ months following severance from employment or within the appropriate Limitation Year, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service [within the meaning of Code Section 414(u)(1)] to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(10) The value of a nonstatutory option (which is an option other than a statutory option as defined in Regulation Section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.

Compensation does not include:

(11) Amounts that exceed the Code Section 401(a)(17) limit.

(12) Amounts realized from the exercise of a non-statutory option [which is an option other than a statutory option as defined in Regulation Section 1.421-1(b)], or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(13) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option [as defined in Regulation Section 1.421-1(b)].

(14) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code Section 125).

(15) Other items of remuneration that are similar to any of the items listed in paragraph (12) through (14) of this section.

Unless otherwise specified by the Employer in the Adoption Agreement, Compensation shall be determined as provided in Code Section 3401(a) [paragraph (a) above]. Notwithstanding any other provision to the contrary, if the Plan is an amendment and restatement of a Qualified Plan, for Plan Years ending prior to the Plan Year in which the amendment or restatement is adopted, Compensation shall have the meaning set forth in the Qualified Plan prior to its amendment.

Exclusions From Compensation A Participant's Compensation shall be determined in accordance with paragraph (a), (b) or (c) above and shall not exclude any item of income unless provided in the basic definition or elected by the Employer in the Adoption Agreement.

Annual Additions Except as elected on the Adoption Agreement, for purposes of Article IX, Compensation shall be Code Section 415 Compensation as described in paragraph 1.9(c). For Plan Years beginning before January 1, 1998, Compensation excludes amounts deferred under a plan of deferred Compensation as described at paragraph 1.9(c)(1). For Plan Years beginning after December 31, 1997, Compensation includes amounts deferred under a plan of deferred compensation as described at paragraph 1.9(c)(1). For purposes of applying the limitations of Article IX, Compensation for a Limitation Year is the Compensation actually paid or made available during such Limitation Year. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or 457.

Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Code Section 164(f) for taxable years beginning after December 31, 1989.

Contributions Made On Behalf Of Disabled Participants Compensation with respect to a Participant in a Defined Contribution Plan who is permanently and totally disabled [as defined in Code Section 22(e)(3)] is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled.

Computation Period The Plan Year, while eligible to participate, shall be the computation period for purposes of determining a Participant's Compensation, unless the Employer selects a different computation period in the Adoption Agreement.

Limitation On Compensation The annual Compensation of each Participant which may be taken into account for determining all benefits provided under the Plan for any year, shall not exceed the limitation as imposed by Code Section 401(a)(17), as adjusted under Code Section 401(a)(17)(B). If a Plan has a Plan Year that contains fewer than twelve (12) calendar months, the annual Compensation limit for that period is an amount equal to the limitation as imposed by Code Section 401(a)(17) as adjusted for the calendar year in which the Compensation period begins, multiplied by a fraction, the numerator of which is the number of full months in the short Plan Year and the denominator of which is twelve (12).

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2007, shall not exceed $230,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive twelve (12) month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

USERRA For purposes of Employee and Employer make-up contributions, Compensation during the period of military service shall be deemed to be the Compensation the Employee would have received during such period if the Employee were not in qualified military service, based on the rate of pay the Employee would have received from the Employer but for the absence due to military leave. If the Compensation the Employee would have received during the leave is not reasonably certain, Compensation will be equal to the Employee's average Compensation from the Employer during the twelve (12) month period immediately preceding the military leave or, if shorter, the Employee's actual period of employment with the Employer.

Code Section 125 Arrangements If elected by the Employer in the Adoption Agreement, amounts under Code Section 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 (deemed Code Section 125 Compensation). An amount will be treated as an amount under Code Section 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.

1.10 ***Custodian***
The institution or institutions and any successors or assigns thereto, named in the Adoption Agreement, to hold the assets of the Plan as provided at paragraph 11.1 herein.

1.11 ***Defined Benefit Plan***
A plan under which a Participant's benefit is determined by a formula contained in the plan and no Employee accounts are maintained for Participants.

1.12 [Reserved]

1.13 ***Defined Contribution Dollar Limitation***
Effective for Limitation Years beginning on or after January 1, 2008, this limit is forty six thousand dollars ($46,000) as adjusted by the Secretary of the Treasury for increases in the cost-of-living. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code Section 415(d). Such increases will be in multiples of one thousand dollars ($1,000).

1.14 ***Defined Contribution Plan***
A plan under which Employee accounts are maintained for each Participant to which all contributions, forfeitures, investment income and gains or losses, and expenses are credited or deducted. A Participant's benefit under such plan is based solely on the fair market value of his or her account balance.

1.15 [Reserved]

1.16 ***Designated Beneficiary***
The individual who is designated as the Beneficiary under paragraph 1.6 of the Basic Plan Document and who is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1 of the Treasury Regulations.

1.17 ***Direct Rollover***
A payment made by the Plan to an Eligible Retirement Plan that is specified by the distributee or a payment received by the Plan from an Eligible Retirement Plan on behalf of a Participant or an Employee, if selected in the Adoption Agreement by the Employer. A direct rollover from a Roth 401(k) account under a qualified cash or deferred arrangement may only be made to another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c). Moreover, a Plan is permitted to treat the balance of the Participant's designated Roth account and the Participant's other accounts under the Plan as accounts held under two separate Plans (within the meaning of Code Section 414(l)) for purposes of applying the special rule in A-11 of Regulation Section 1.401(a)(31)-1 [under which a Plan will satisfy Code Section 401(a)(31) even though the Plan Administrator does not permit any distributee to elect a direct rollover with respect to eligible rollover distributions during a year that are reasonably expected to total less than $200].

1.18 ***Disability***
Unless the Employer has elected a different definition in the Adoption Agreement, Disability is defined as an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than twelve (12) months or can be expected to result in death, as certified by a physician satisfactory to the Employer, which prevents the Participant from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education or experience.

1.19 ***Distribution Calendar Year (Valuation Calendar Year)***
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 the Participant's death, the First Distribution Calendar Year is the calendar year in which distributions are required to begin under paragraph 7.5. The required minimum distribution for the Participant's First Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

1.20 ***Early Retirement Age***
The age set by the Employer in the Adoption Agreement, not less than age fifty-five (55), at which a Participant becomes fully vested and is eligible to retire and receive his or her benefits under the Plan.

1.21 ***Early Retirement Date***
The date elected by the Employer in the Adoption Agreement on which a Participant or former Participant has satisfied the Early Retirement Age requirements. If no election is made on the Adoption Agreement, it shall mean the date on which a Participant attains his or her Early Retirement Age.

A former Participant who has separated from Service after satisfying any service requirement but before satisfying the Early Retirement Age and who thereafter reaches the age requirement elected on the Adoption Agreement shall be entitled to receive benefits under the Plan (other than full vesting and any allocation of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.22 ***Effective Date***
The date on which the Employer's Plan or amendment to such Plan becomes effective but in no event shall the Effective Date be earlier than the earliest effective date permitted under any applicable statutory or regulatory pronouncement.

1.23 ***Elapsed Time***
For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer contributions, an Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee will also receive credit for any Period of Severance of less than twelve (12) consecutive months. Fractional periods of a year will be expressed in terms of days.

For purposes of this section, Hour of Service shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

Break in Service is a Period of Severance of at least twelve (12) consecutive months.

Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

(a) by reason of the pregnancy of the individual,

(b) by reason of the birth of a child of the individual,

(c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or

(d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee severs employment with the Employer or is no longer a member of an eligible class of Employees.

1.24 ***[Reserved]***

1.25 ***Eligible Participant***
Any Employee who is eligible to make a Voluntary After-tax Contribution or to receive an Employer Contribution (including forfeitures).

1.26 ***Eligible Retirement Plan***
An Eligible Retirement Plan is an eligible Plan under Code Section 457(b) that 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 individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), a Roth IRA as described in Code Section 408(A) (provided the participant rolling over from the Plan meets any "modified adjusted gross income" restriction or other restriction that may apply during 2008 and 2009 under Code Section 408A (c)(3)(B)), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a Qualified Plan described in Code Section 401(a), which accepts the distributee's Eligible

Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p). However, in the case of an eligible rollover distribution to a Surviving Spouse, an Eligible Retirement Plan is an individual retirement annuity (other than an endowment contract) or an individual retirement account, or a Roth IRA (provided the restrictions of Code Section 408A)(c)(3)(B), if applicable, have been met for such distribution).

1.27 ***Eligible Rollover Distribution***
An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Participant except that an Eligible Rollover Distribution does not include:

(a) any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten (10) years or more,

(b) any distribution to the extent such distribution is required under Code Section 401(a)(9),

(c) any Hardship withdrawal distribution under Code Section 401(k)(2)(B)(i)(IV),

(d) any excess amount that is returned to a Participant in accordance with paragraph 9.3,

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

(f) any PS 58 costs, and

(g) any dividends paid on securities under Code Section 404(k).

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the 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 individual retirement annuity described in Code Section 408(a) or (b) (other than an endowment contract), or to an annuity contract described in Code Section 403(b) or a qualified defined contribution Plan described in Code Section 401(a) or 403(a) and such contract or plan 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.

1.28 ***Employee***
The term Employee means (a) any person reported on the payroll records of the Employer as an Employee who is deemed by the Employer to be a common law Employee; (b) except for determining eligibility to participate in this Plan, any person reported on the payroll records of an affiliated Employer of the Employer or a participating Employer as an Employee who is deemed by the affiliated Employer to be a common law Employee, even if the affiliated Employer is not a participating Employer; and (c) any person who is considered a Leased Employee but who is not covered by a Plan described in Code Section 414(n)(5). However, the term Employee will not include any individual who is not reported on the payroll records of the Employer or an affiliated Employer as a common law Employee. If such person is later determined by the Employer or by a court or governmental agency to be or to have been an Employee, he or she will only be eligible for participation prospectively and may participate in the Plan as of the next entry date following such determination and after the satisfaction of all other eligibility requirements.

Leased Employees shall not be considered Employees for purposes of participation in the Plan unless otherwise elected by the Employer in the Adoption Agreement.

The term does not include any other common law employee or any Leased Employee. It is expressly intended that individuals not treated as common law employees by the Employer or a member of the same controlled group or affiliated service group on their payroll records, as identified by a specific job code or work status code, are to be excluded from Plan participation even if a court or administrative agency subsequently determines that such individuals are common law Employees and not independent contractors.

1.29 ***Employer***
The organization that adopts this Plan including any entity that succeeds the Employer and adopts this Plan.

1.30 ***Entry Date***
The date as of which an Employee who has satisfied the Plan’s eligibility requirements enters or reenters the Plan, as defined in the Adoption Agreement.

1.31 ***Excess Annual Additions***
The excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

1.32 ***Expected Year Of Service***

An eligibility computation period during which an Employee is expected to complete a Year of Service (as defined in the Adoption Agreement) based upon their employment schedule or position. If an Employee who was not expected to complete a Year of Service actually completes the required number of Hours of Service during an applicable computation period, such Employee shall be deemed to have entered the Plan as of the same date they would have had the Employee been originally classified as expected to complete a Year of Service. In the event an Employee becomes a Participant under such circumstances, the Employee shall be eligible for an allocation of all contributions that would have been made on the Employee's behalf had the Employee been properly classified. If an Employee who was originally classified as not being expected to complete a Year of Service has a subsequent change in employment schedule or position such that the Employee would be considered as likely to complete a Year of Service, such Employee shall be eligible to participate in the Plan as of the earlier of the completion of the Service requirement specified in the Adoption Agreement on the reclassified basis or the actual completion of a Year of Service as it is defined in the Adoption Agreement. All Employees shall then enter the Plan as a Participant as of the next Entry Date following satisfaction of the eligibility requirements specified above.

1.33 ***First Distribution Calendar Year***

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 the Participant's death, the First Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to paragraph 7.5.

1.34 ***Hardship***

An immediate and heavy financial need of the Employee where such Employee lacks other available financial resources to satisfy such financial need.

1.35 ***[Reserved]***

1.36 ***Hour Of Service***

(a) Unless otherwise specified in the Adoption Agreement, each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed, and

(b) each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than five hundred and one (501) Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period need occur in a single computation period); and

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

(d) Hours of Service shall be credited for employment with the Employer. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan.

(e) Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.7, for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall 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. No more than five hundred and one (501) hours will be credited under this paragraph.

(f) Notwithstanding paragraph (b), the Plan Administrator may elect for all Employees to apply one of the following equivalency methods in determining the Hours of Service of an Employee paid on an hourly or salaried basis. Under such equivalency methods, an Employee will be credited with either (1) one hundred ninety (190) Hours of Service for each month in which he or she is paid or entitled to payment for at least one (1) Hour of Service; or (2) ninety five (95) Hours of Service for each semi-monthly period in which he or she is paid or entitled to payment for at least one (1) Hour of Service; or (3) forty-five (45) Hours of Service for each week in which he or she is paid or

entitled to payment for at least one (1) Hour of Service; or (4) ten (10) Hours of Service for each day in which he or she is paid or entitled to payment for at least one (1) Hour of Service.

(g) Hours of Service shall be determined under the hours counting method as elected by the Employer in the Adoption Agreement. If no election is made, actual hours under the hours counting method will be used.

1.37 ***Integration Level***
The amount of Compensation specified in the Adoption Agreement at or below which the rate of contributions or benefits (expressed in each case as a percentage of such Compensation) provided under the Plan is less than the rate of contributions or benefits (expressed in each case as a percentage of such Compensation) provided under the Plan with respect to Compensation above such level. The Adoption Agreement must specify an Integration Level in effect for the Plan Year for each Participant.

1.38 ***Leased Employee***
Any person (other than an Employee of the recipient) within the meaning of Code Section 414(n)(2) and Section 414(o) who is not reported on the payroll records of the Employer as a common law Employee and who provides services to the Employer if (a) the services are provided under an agreement between the Employer and a leasing organization; (b) the person has performed services for the Employer or for the Employer and related persons as determined under Code Section 414(n)(6) on a substantially full time basis for a period of at least one year; and (c) the services are performed under the primary direction and control of the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization attributable to services performed for the Employer will be treated as provided by the Employer.

A Leased Employee will not be considered an Employee of the recipient if he is covered by a money purchase plan providing (a) a non-integrated Employer contribution rate of at least ten percent (10%) of Code Section 415 Compensation, including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the Leased Employee's gross income under a cafeteria plan covered by Code Section 125, a cash or deferred Plan under Code Section 401(k), a SEP under Code Section 408(k) or a tax-deferred annuity under Code Section 403(b), and also including, for Plan Years beginning on or after January 1, 2001, any elective amounts that are not includible in the gross income of the Leased Employee because of Code Section 132(f)(4); (b) immediate participation; and (c) full and immediate vesting.

1.39 ***Limitation Year***
The calendar year or such other twelve (12) consecutive month period designated by the Employer in the Adoption Agreement for purposes of determining the maximum Annual Additions to a Participant's account. All Qualified Plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. If no designation is made on the Adoption Agreement, the Limitation Year will automatically default to the Plan Year.

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

1.40 ***Maximum Permissible Amount***
The maximum Annual Additions that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) the Defined Contribution Dollar Limitation, or

(b) 100% of the Participant's Compensation for the Limitation Year.

The Compensation limitation referred to in (b) shall not apply to any contribution for medical benefits [within the meaning of Code Section 401(h) or Code Section 419A(f)(2)] which is otherwise treated as an Annual Addition under Code Sections 415(l)(1) or 419(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

1.41 ***Normal Retirement Age***
The age set by the Employer in the Adoption Agreement, or if later, the number of years of participation elected in the Adoption Agreement, if any, at which time a Participant becomes fully vested and is eligible to retire and receive his or her benefits under the Plan. If the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.42 ***Normal Retirement Date***
The date on which the Participant attains the Normal Retirement Age as elected in the Adoption Agreement. If no election is made on the Adoption Agreement, it shall mean the date on which a Participant attains his or her Normal Retirement Age.

1.43 ***Participant***
Any current Employee who met the applicable eligibility requirements and reached his or her Entry Date and, where the context so requires, pursuant to the terms of the Plan, any living former Employee on whose behalf an Account is maintained or former Employee who has met the eligibility requirements.

1.44 ***Participant's Account Balance***
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.

1.45 ***Participant's Benefit***
With respect to required distributions pursuant to paragraph 7.7, the account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year increased by the amount of any contributions or forfeitures allocated to the account balance as of the dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. A special exception exists for the second Distribution Calendar Year. For purposes of this paragraph, if any portion of the minimum distribution for the First Distribution Calendar Year is made in the second Distribution Calendar Year on or before the Required Beginning Date, the amount of the minimum distribution made in the second Distribution Calendar Year shall be treated as if it had been made in the immediately preceding Distribution Calendar Year.

1.46 ***Period Of Severance***
For Plans using Elapsed Time for purposes of crediting Years of Service for eligibility, accrual of benefits and/or vesting, Employees will receive credit for all periods of Service from their date of hire (or rehire) until their next Period of Severance.

When using Elapsed Time:

(a) a Break in Service shall mean a Period of Severance of at least twelve (12) months;

(b) a Period of Severance is a continuous period of time during which the Employee is not employed by the Employer;

(c) a Period of Severance begins on the date the Employee retires, quits, or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from Service.

1.47 ***Plan***
The Defined Contribution Plan of the Employer in the form of this Defined Contribution Plan and the applicable Adoption Agreement executed by the Employer as may be amended from time to time (which includes any addendum thereto). The Plan shall have the name specified in the Adoption Agreement.

1.48 ***Plan Administrator***
The Employer or individual(s) or entity(ies) appointed by the Employer to administer the Plan as provided at paragraph 10.1 herein.

1.49 ***Plan Sponsor***
The Employer who adopts this Defined Contribution Plan and accompanying Adoption Agreement.

1.50 ***Plan Year***
The twelve (12) consecutive month period designated by the Employer in the Adoption Agreement.

1.51 ***[Reserved]***

1.52 ***Prior Plan Year***
The Plan Year immediately preceding the current Plan Year.

1.53 ***Qualified Domestic Relations Order (QDRO)***
A Qualified Domestic Relations Order (QDRO) is a signed domestic relations order issued by a state court or agency which creates, recognizes or assigns to an alternate payee(s) the right to receive all or part of a Participant's Plan benefit and which meets the applicable requirements of Code Section 414(p). An alternate payee is a Spouse,

former Spouse, child, or other dependent who is treated as a Beneficiary under the Plan as a result of the QDRO. Unless elected otherwise by the Employer in the Adoption Agreement, the earliest date for payment of a QDRO to an alternate payee, is the date upon which the order is deemed qualified.

1.54 ***Qualified Early Retirement Age***
Qualified Early Retirement Age is the latest of:

(a) the earliest date under the Plan on which the Participant may elect to receive retirement benefits, or

(b) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or

(c) the date the Participant begins participation.

1.55 ***Qualified Plan***
Any pension, profit-sharing, stock bonus, or other plan which meets the requirements of Code Section 401(a) and includes a trust exempt from tax under Code Section 501(a) or any annuity plan described in Code Section 403(a).

Solely for purposes of Rollover Contributions, for Plan Years beginning after December 31, 2001, the term "Qualified Plan" includes a governmental Code Section 457(b) Plan, and a Code Section 403(b) annuity or plan.

1.56 ***Qualified Voluntary Contribution***
A tax-deductible Voluntary Employee Contribution which was permitted to be made for the tax years 1982 through 1986. This type of contribution is no longer permitted to be made by a Participant. This Plan shall accept such type of contribution if made in a prior plan and an appropriate recordkeeping account will be established on behalf of the Participant.

1.57 ***Required Beginning Date***
As elected in the Adoption Agreement, the Required Beginning Date will be defined in either subparagraph (a) or (b) below:

(a) The Required Beginning Date of a Participant is April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires.

(b) The Required Beginning Date of a Participant is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that distributions to a Participant with respect to benefits accrued after the later of the adoption date of the Plan or effective date of the amendment of the Plan must commence by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

158 ***Rollover Contribution***
The Plan may accept a Rollover Contribution from any Eligible Retirement Plan described in Code Section 402(c)(8)(B), to the extent permitted in the Adoption Agreement. An Eligible Retirement Plan is:

(1) another Qualified Plan;

(2) an Individual Retirement Account or Individual Retirement Annuity (IRA), other than an endowment contract;

(3) a Code Section 403(b) plan;

(4) a governmental Code Section 457(b) plan.

If the distribution is from an IRA described in the preceding sentence, it is eligible for rollover into a Qualified Plan, but only to the extent it would be includible in gross income if it were not rolled over.

(5) The term Rollover Contribution means an amount transferred to this Plan in a Trustee to Trustee transfer from another Qualified Plan and transferred to this Plan within sixty (60) days of receipt thereof.

1.59 ***Service***
The period of current or prior employment with the Employer including any imputed period of employment which must be counted under USERRA. If the Employer maintains a plan of a predecessor employer, service for such predecessor shall be treated as Service for the Employer for the purpose(s) specified in the Adoption Agreement. Service is determined under an hours counting method or Elapsed Time method as selected by the Employer in the Adoption Agreement.

If the Employer has elected to use the Elapsed Time method to determine eligibility and/or vesting Service, the aggregate of the following (applied without duplication and except for periods of Service that may be disregarded under paragraph 8.5):

(a) Each period from an Employee's date of hire (or reemployment date) to his next Severance Date; and

(b) If an Employee performs an Hour of Service within twelve (12) months of a Severance Date, the period from such Severance Date to such Hour of Service. Service shall be credited for all periods when the Employer or an Affiliated Employer employs the Employee.

Service shall be measured in whole years and fractions of a year in months. For this purpose, (a) periods of less than a full year shall be aggregated on the basis that twelve (12) months or three hundred and sixty five (365) days equals a year, and (b) in aggregating days into months, thirty (30) days shall be rounded up to the nearest whole month. For purposes of determining Service, "Date of Hire" means the date on which an Employee first completes an Hour of Service and "reemployment date" means the date on which an Employee first completes an Hour of Service after a Severance Date.

1.60 ***Service Provider***
An individual or business entity who is retained by the Plan Administrator on behalf of the Plan to provide specified administrative services to the Plan.

1.61 ***Severance Date***
The date which is the earlier of:

(a) the date on which an Employee quits, retires, is discharged or dies; or

(b) the first anniversary of the first date of a period in which an Employee remains continuously absent from Service with an Employer or affiliate (with or without pay) for any reason other than quit, retirement, discharge or death.

1.62 ***Severance Period***
Each period from an Employee's Severance Date to his next re-employment date for purposes of USERRA.

1.63 ***Simplified Employee Pension Plan***
A plan under which the Employer makes contributions for eligible Employees pursuant to a written formula. Contributions are made to an individual retirement account which meets the requirements of Code Section 408(k).

1.64 ***Spouse (Surviving Spouse)***
The individual to whom a Participant is married, or was married in the case of a deceased Participant who was married at the time of his or her death. A former Spouse will be treated in the same manner as a Spouse to the extent provided under a Qualified Domestic Relations Order as described in Code Section 414(p).

1.65 ***Taxable Wage Base***
For plans with an allocation formula which takes into account the Employer's contribution under the Federal Insurance Contributions Act (FICA), the contribution and benefit base in effect under the Social Security Act (Section 203) at the beginning of the Plan Year.

1.66 ***Transfer Contribution***
A non-taxable transfer of a Participant's benefit directly from a Qualified Plan to this Plan. This type of transfer does not constitute constructive receipt of plan assets.

1.67 ***Trust***
The trust established in conjunction with the Plan, together with any and all amendments thereto which holds assets of the Plan held by or in the name of the Trustee or Custodian.

1.68 ***Trustee***
An individual, individuals or corporation and any of its affiliates or any successor or assigns who are appointed or assigned in the Adoption Agreement or any duly appointed successor or assigns as provided for in paragraph 11.19.

1.69 ***Uniformed Services Employment And Reemployment Rights Act Of 1994 (USERRA)***
The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, Plan loan repayment, suspensions and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

1.70 ***Valuation Date***
The last day of the Plan Year and such other date(s) as specified in the Adoption Agreement on which the fair market value of Plan assets is determined. The Trustee and/or Custodian may also value all or any portion of the assets of

the Trust on such other Valuation Dates as directed by the Plan Administrator, including but not limited to semi-annually, quarterly, monthly, or daily Valuation Dates.

1.71 ***Vested Account Balance***
The aggregate value of the Participant's Vested Account Balances derived from Employer and Employee contributions (including Rollovers), whether vested before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life. The provisions of Article VIII shall apply to a Participant who is vested in amounts attributable to Employer contributions, Employee contributions (or both) at the time of death or distribution.

1.72 ***Voluntary After-tax Contribution***
Any contribution made to the Plan or any other Defined Contribution Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated.

1.73 ***Welfare Benefit Fund***
Any fund that is part of a plan of the Employer, or has the effect of a plan, through which the Employer provides welfare benefits to Employees or their Beneficiaries. For these purposes, Welfare Benefit means any benefit other than those with respect to which Code Section 83(h) (relating to transfers of property in connection with the performance of services), Code Section 404 (relating to deductions for contributions to an Employees' trust or annuity and Compensation under a deferred payment plan), Code Section 404A (relating to certain foreign deferred compensation plans) apply. A "Fund" for purposes of this paragraph, is any social club, voluntary employee benefit association, supplemental unemployment benefit trust or qualified group legal service organization described in Code Section 501(c)(7), (9), (17) or (20); any trust, corporation, or other organization not exempt from income tax, or to the extent provided in regulations, any account held for an Employer by any person.

1.74 ***Year Of Service***

(a) If elected in the Adoption Agreement, the hours counting method will be used in determining either an Employee's initial or continuing eligibility to participate in the Plan, or the nonforfeitable interest in the Participant's account balance derived from Employer contributions. A Year of Service is a twelve (12) consecutive month period in which an Employee has completed 1,000 Hours of Service (or such lower number as is specified in the Adoption Agreement).

(1) The eligibility computation period begins on the date the Employee first performs an Hour of Service (employment commencement date) and is a twelve (12) consecutive month period during which the Employee has completed the number of Hours of Service (not to exceed 1,000) as elected in the Adoption Agreement.

(2) The vesting computation period is a twelve (12) consecutive month period as elected by the Employer in the Adoption Agreement during which the Employee completed the number of Hours of Service [not to exceed 1,000] as elected in the Adoption Agreement. If no election is made, the Plan Year shall be used provided that in the event the Plan Year is changed, the "vesting computation period" shall be the twelve (12) consecutive month period determined in accordance with Department of Labor Regulation Section 2530.203-2(c), the provisions of which are incorporated herein by reference.

(b) Alternatively, if elected in the Adoption Agreement, the Elapsed Time method will be used in determining an Employee's initial or continuing eligibility to participate in the Plan, accrual of benefits, or the nonforfeitable interest in the Participant's account balance derived from Employer contributions. An Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Period of Severance begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service for the Employer. An Employee will also receive credit for any Period of Severance of less than twelve (12) consecutive months. Fractional periods of a year will be expressed in terms of days. Years of Service will be determined in accordance with paragraph 1.74.

(1) A Break in Service under the Elapsed Time method as set forth in paragraph 1.23 is a Period of Severance of at least twelve (12) consecutive months. A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged or if earlier, the first twelve (12) month anniversary of the date on which the Employee is first absent from Service.

(2) In the case of an individual who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first date of such absence from work for maternity or paternity reasons (i) by reason of the pregnancy of the individual, (ii) by reason of the birth of the child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(c) Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee terminates employment with the Employer or is no longer a member of an eligible class of Employees.

(d) If two (2) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) Years of Service for eligibility purposes upon the actual completion of two (2) consecutive Years of Service.

(e) The Employer may elect in the Adoption Agreement for purposes of determining a Participant's vested interest to disregard Years of Service prior to:

(1) the time the Employer or any affiliate maintained the Plan or any predecessor plan; and

(2) an Employee's attainment of a certain age, not to exceed age eighteen (18).

(f) An Employee's Years of Service under this Plan may be determined using the hours counting method or the Elapsed Time method or both. Unless otherwise elected in the Adoption Agreement, Years of Service shall be determined using the hours counting method on the basis of actual hours worked.

(g) If the Plan determines Service for a given purpose on one basis and an Employee transfers to Employment covered by this Plan from employment covered by another Qualified Plan which determines Service for such purpose on the other basis, and if the Employee's Service for the period during which he was covered by such other plan is required to be taken into consideration under this Plan for that purpose, then the following rules shall apply:

(1) If such Service was determined under the other plan using the hours counting method, then the period so taken into consideration through the close of the computation period in which such transfer occurs shall be:

(i) the number of Years of Service credited to the Employee for such purpose under such other plan as of the start of such computation period, and

(ii) for the computation period in which such transfer occurs, the greater of:

(A) his Service for such period as of the date of transfer determined under the rules of such other plan, or

(B) his Service for such period determined under the Elapsed Time rules of this Plan.

Service after the close of that computation period shall be determined for such purpose solely under the Elapsed Time rules of this Plan.

(2) If such Service was determined under the other plan using the Elapsed Time method, then the period taken into consideration shall be (i) the number of one-year periods of Service credited to the Employee under such other plan as of the date of the transfer, and (ii) for the computation period which includes the date of transfer, the Hours of Service equivalent to any fractional part of a Year of Service credited to him under such other plan. In determining such equivalency, the Employee shall be credited with one-hundred-ninety (190) Hours of Service for each month or fraction thereof.

If this Plan is an amendment and continuation of another Qualified Plan or if this Plan is amended and an effect of the amendment is to change the basis on which Years of Service are determined, the foregoing rules shall be applied as if each Employee had transferred employment on the effective date of such amendment.

If no election is made on the Adoption Agreement, the Plan will define a Year of Service as a twelve (12) consecutive month period in which an individual has completed 1,000 Hours of Service under the hours counting method.

ARTICLE II
ELIGIBILITY REQUIREMENTS

2.1 ***Eligibility***

Employees who meet the eligibility requirements in the Adoption Agreement on the Effective Date of the Plan shall become Participants as of the Effective Date of the Plan. If elected in the Adoption Agreement, all Employees employed on the Effective Date of the Plan may participate, even if they have not satisfied the Plan's specified eligibility requirements. Employees hired after the Effective Date of the Plan, upon meeting the eligibility requirements, shall become Participants on the applicable Entry Date. For amended and restated Plans, Employees who were Participants in the Plan prior to the Effective Date will continue to participate in the Plan, regardless of whether the Employee satisfies the eligibility requirements in the restated or amended Plan, unless otherwise elected in the Adoption Agreement. If no age and Service requirement are elected in the Adoption Agreement, an Employee will become a Participant on the date the individual first performs an Hour of Service for the Employer. The Employee must satisfy the eligibility requirements specified in the Adoption Agreement and be employed on the Entry Date to become a Participant in the Plan.

(a) In the event that an Employee has satisfied the eligibility requirements, but is not employed on the applicable Entry Date, such Employee will become a Participant for the purpose(s) for which an Employee had previously qualified upon his or her rehire.

(b) Except as otherwise provided in the Adoption Agreement, all Years of Service will be counted for purposes of determining whether an Employee has satisfied the Plan's Service eligibility requirement, if any. If a Participant has a Break in Service or Period of Severance, Service before that Break in Service or Period of Severance shall be reinstated as of the date the Employee is credited with an Hour of Service after incurring such Break in Service or Period of Severance.

(c) In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee shall participate immediately if such Employee has satisfied the minimum age and Service requirements and would have previously become a Participant had he or she been in an eligible class.

(d) A former Participant shall be eligible to make Employee Contributions as permitted under the Plan as of the date on which the individual is rehired. Such contributions shall resume immediately (or as soon as administratively feasible) on or after his or her date of rehire. A former Employee who had become a Participant for the purpose of Employer contributions shall again become a Participant with respect to Employer Contributions on the date on which the individual is rehired.

(e) An Employee who has become a Participant under the Plan will remain a Participant for as long as an account is maintained under the Plan for his or her benefit, or until his or her death, if earlier.

(f) Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee terminates employment with the Employer or is no longer a member of an eligible class of Employees.

2.2 ***Determination Of Eligibility***

The Plan Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information provided by the Employer. Such determination shall be conclusive and binding on all individuals except as otherwise provided herein or by operation of law.

2.3 ***Change In Classification Of Employment***

In the event a Participant becomes ineligible to participate because he or she is no longer a member of an eligible class of Employees (as elected by the Employer in the Adoption Agreement), Employee contributions will cease as soon as administratively practicable after the Participant becomes ineligible. Such Participant shall participate for the purpose(s) for which the Participant had previously qualified immediately (or as soon as administratively feasible) upon his or her return to an eligible class of Employees.

2.4 ***Participation***

A Year of Service for participation in the Plan is an eligibility computation period during which an Employee completes the Hours of Service requirement (1,000 hours or less) elected by the Employer in the Adoption Agreement. If the Plan utilizes the Elapsed Time method of crediting Service, an eligibility computation period for which the Employee receives credit for a Year of Service will be determined under the Service crediting rules of paragraph 1.74. Plans that require Employees to complete more than one Year of Service in order to become a Participant must fully vest such Employee upon becoming a Participant in the Plan.

The initial eligibility computation period shall be the twelve (12) consecutive month period beginning on the Employee's employment commencement date (the first day an Employee completes an Hour of Service for the

Employer). The Plan will measure succeeding eligibility computation periods based on the Plan Year, unless otherwise elected in the Adoption Agreement. Where the subsequent computation periods are calculated on the basis of the Plan Year, an Employee who receives credit for the required number of Hours of Service during the initial computation period and then earns an additional Year of Service credit during the Plan Year commencing during the subsequent twelve (12) month period will be credited with two (2) Years of Service for purposes of eligibility to participate. Years of Service and Breaks in Service shall be measured on the same eligibility computation period. Notwithstanding the above, if the Plan requires more than one Year of Service to become a participant, succeeding computation periods will be measured based on anniversaries of the Employee's employment commencement date.

An Employer may specify in the Adoption Agreement a Service requirement for eligibility for participation in the Plan after completion of a specified number of months or Hours of Service. Any Service requirement based on months of Service may not require an Employee to complete more than one (1) Year of Service (1,000 Hours of Service) in a twelve (12) consecutive month period, or if applicable, two (2) Years of Service.

2.5 ***Employment Rights***

Participation in the Plan shall not confer upon a Participant any employment rights, nor shall it interfere with the Employer's right to terminate the employment of any Employee at any time.

2.6 ***Leased Employees***

A Leased Employee shall be treated as an Employee of the recipient Employer. Notwithstanding the foregoing, a Leased Employee shall not be considered an Employee of the recipient Employer for purposes of participation in the Plan unless otherwise elected in the Adoption Agreement. Contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer.

A Leased Employee shall not be considered an Employee of the recipient if such Employee is covered by a money purchase pension plan sponsored by the leasing organization providing:

(a) a non-integrated Employer contribution rate of at least 10% of Compensation [as defined in Code Section 415(c)(3)], but including amounts contributed pursuant to a salary reduction agreement which are excludable from the Employee's gross income under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b),

(b) immediate participation, and

(c) full and immediate vesting.

This exclusion is only available if Leased Employees do not constitute more than 20% of the recipient's non-highly compensated work force. The Employer must specify in an addendum to the Adoption Agreement the manner in which the Plan will determine the allocation of Employer contributions and Participant forfeitures on behalf of a Participant if the Participant is a Leased Employee covered by a plan maintained by the leasing organization.

2.7 ***[Reserved]***

2.8 ***Omission Of Eligible Employee***

If, in any Plan Year, an Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by his or her Employer for the Plan Year has been made, the Employer shall make any such correction regarding the Employee's eligibility under one of the IRS approved correction programs.

2.9 ***Inclusion Of Ineligible Employee***

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and discovery of such incorrect inclusion is not made until after a contribution for the Plan Year has been made, the Employer shall not be entitled to recover the contribution made with respect to the ineligible individual regardless of the deductibility of the contribution in question. The contribution and any earnings made with respect to the ineligible person shall be forfeited in the Plan Year in which the discovery is made.

ARTICLE III
EMPLOYER CONTRIBUTIONS

3.1 ***Contribution Amount***

The Employer shall make periodic contributions to the Plan in accordance with the contribution formula or formulas elected in the Adoption Agreement.

The Employer's contribution (if any) may consist of (1) cash; (2) qualifying Employer securities or qualifying Employer real property; or (3) any other property acceptable to the Trustee and/or the Custodian. No contribution of property may be made to any Plan established hereunder which would result in a prohibited transaction.

The Employer shall also make other Employer contributions for the benefit of Participants who are covered by USERRA. Other Employer contributions for USERRA protected Service shall be made during the Plan Year in which the individual returns to employment with the Employer. Employer contributions required under USERRA are not increased or decreased with respect to Plan investment earnings for the period to which such contributions relate. The Employer's contribution for any Plan Year shall be subject to the limitations on allocations contained in Article IX.

If the Employer's Non-Elective Contribution utilizes permitted disparity the following rules will apply, as determined by the election made by the Employer in the Adoption Agreement. Only one plan maintained by the Employer may provide for permitted disparity.

(a) ***Excess Integrated Allocation Formula***

(1) Step One: Any remaining Employer contributions will be allocated to all Participants in the ratio that their Compensation plus excess Compensation bears to the total Compensation plus excess Compensation of all Participants. Participants may receive an allocation of up to 5.7% of their Compensation plus excess Compensation, under this allocation step. If the Integration Level (as defined in the Adoption Agreement) is less than or equal to the greater of $10,000 or 20% of the maximum, the 5.7% need not be reduced. If the amount specified is greater than the greater of $10,000 or 20% of the maximum Taxable Wage Base, but not more than 80%, 5.7% must be reduced to 4.3%. If the amount specified is greater than 80% but less than 100% of the maximum Taxable Wage Base, the 5.7% must be reduced to 5.4%. If Employer contributions are insufficient to fund to this level, the Employer must determine the uniform allocation percentage to allocate to those Participants who have Compensation up to the Integration Level and excess Compensation. To determine this uniform allocation percentage, the Employer must take the remaining contribution and divide that amount by the total Compensation including excess Compensation of Participants.

(2) Step Two: Any remaining Employer contributions will be allocated to all Participants in the ratio that each Participant's Compensation bears to all Participants' Compensation.

(b) ***Base Integrated Allocation Formula –*** To the extent that such contributions are sufficient, they shall be allocated first, as a designated percentage of each eligible Participant's Compensation, plus a designated percentage of Compensation in excess of the Integration Level (as defined in the Adoption Agreement). The percentage of excess Compensation may not exceed the lesser of (i) the amount first specified in this paragraph or (ii) the greater of 5.7% or the percentage rate of tax under Code Section 3111(a) as in effect on the first day of the Plan Year attributable to the Old Age (OA) portion of the OASDI provisions of the Social Security Act. If the Employer specifies an Integration Level in the Adoption Agreement which is lower than the Taxable Wage Base for Social Security purposes (SSTWB) in effect as of the first day of the Plan Year, the percentage contributed with respect to excess Compensation must be adjusted. If the Plan's Integration Level is greater than the larger of $10,000 or 20% of the SSTWB but not more than 80% of the SSTWB, the excess percentage is 4.3%. If the Plan's Integration Level is greater than 80% of the SSTWB but less than 100% of the SSTWB, the excess percentage is 5.4%.

3.2 ***Responsibility For Contributions***

The Trustee (or the Custodian, if this is a Custodial Plan) shall not be required to determine if the Employer has made a contribution or if the amount contributed from its general assets is in accordance with the Code and the provisions elected in the Adoption Agreement. The Employer shall have sole responsibility in this regard. The Trustee or Custodian, if this is a Custodial Plan, shall be accountable solely for contributions actually received. The Employer shall have the responsibility to determine whether the Contribution is within the limits of Article IX.

3.3 ***Return Of Contributions***

Contributions made to the Plan by the Employer shall be irrevocable except as provided below:

(a) Any contribution forwarded to the Trustee and/or Custodian due to a mistake of fact, provided that the contribution is returned to the Employer within one year of the date of the contribution. The Trustee and/or Custodian will not increase the amount of the Employer contribution returnable under this paragraph 3.3 for any earnings attributable to the contribution but the Trustee and/or Custodian will reduce the amount returned to the Employer for any losses incurred attributable to the excess contribution.

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

(c) Contributions forwarded to the Trustee or Custodian are presumed to be deductible and are conditioned on their deductibility. Contributions that are determined by the Internal Revenue Service to not be deductible will be returned to the Employer.

3.4 ***Eligibility For Contribution***

The Employer will determine in the Adoption Agreement the conditions that Participants must meet in order to receive an allocation of an Employer contribution and any forfeitures, subject to the following:

(a) The Employer will elect in the Adoption Agreement whether any Employer contribution shall be allocated to any Participant who does not complete the necessary Hours of Service or consecutive calendar months requirement elected in the Adoption Agreement.

The Employer will elect in the Adoption Agreement whether a Participant will receive an allocation of the Employer's contribution if not employed on the last day of the Plan Year, or if applicable, the end of the Plan Year quarter.

(b) The Employer may elect in the Adoption Agreement any other conditions a Participant must meet to receive an allocation of a contribution under the Plan established hereunder.

3.5 ***Uniform Dollar Contribution***

The Employer's contribution to a plan utilizing a uniform dollar allocation formula for a Plan Year shall be the same dollar amount to each Participant regardless of Compensation, Years of Service, age or any other variable set forth in the Adoption Agreement.

3.6 ***Uniform Points Contribution***

The Employer's contribution to a Plan utilizing a uniform points allocation formula for a Plan Year shall be in the same ratio that each Participant's points, as elected in the Adoption Agreement, bears to the total points awarded to all Participants for the Plan Year.

ARTICLE IV
EMPLOYEE CONTRIBUTIONS

4.1 ***Voluntary After-tax Contributions***

If elected by an Employer in the Adoption Agreement, a Participant may make Voluntary After-tax Contributions to the Plan. These contributions are not excludable from the Participant's gross income. Such contributions are subject to the limitations on Annual Additions. Any Voluntary After-tax Contribution shall not be a condition precedent to the contribution or allocation of any Employer contribution to the Participant. Under any Plan established hereunder and if permitted in the Plan's loan policy document, a Participant may repay a defaulted loan from the Plan with voluntary after-tax dollars. The Employer may permit buy-back of amounts previously forfeited with after-tax dollars even if Voluntary After-tax Contributions are not permitted in the Plan. Repayment of loans made to a Participant and buy-backs of cash-outs as described in Code Section 411(a)(7)(B) will not be considered Annual Additions as described in Regulation Section 1.415-6(b)(6). These amounts are not subject to the limitation contained in Code Section 401(m) in the year in which made, as they are not considered Annual Additions pursuant to Code Section 415.

4.2 ***Qualified Voluntary Contributions***

A Participant may no longer make Qualified Voluntary Contributions to the Plan for taxable years beginning after December 31, 1986. Amounts already contributed may remain in the Plan until distributed to the Participant. Such amounts will be maintained in a separate account that will be nonforfeitable at all times. The account will share in the gains and losses of the Trust in the same manner as described at paragraph 5.5 of the Plan. No part of the Qualified Voluntary Contribution Plan account will be used to purchase life insurance. The Participant may withdraw any part of the Qualified Voluntary Contribution account by making written application to the Plan Administrator.

4.3 ***Rollover Contributions***

Unless elected otherwise in the Adoption Agreement, a Participant/Employee may make a Rollover Contribution to the Plan of all or any part of an amount distributed or distributable to him or her from a Qualified Plan or an individual retirement account or individual retirement annuity (IRA) described under Code Section 408 provided:

(a) the amount distributed to the Participant/Employee is deposited to the Plan no later than the sixtieth day after such distribution was received by the Participant/Employee,

(b) the amount distributed is not one of a series of substantially equal periodic payments made for the life (or life expectancy) of the Participant/Employee or the joint lives (or joint life expectancies) of the Participant/Employee and the Participant's/Employee's Beneficiary, or for a specified period of ten (10) years or more,

(c) the amount distributed is not a required minimum distribution under Code Section 401(a)(9),

(d) if the amount distributed included property, such property is rolled over only upon the Trustee, Custodian and/or Employer's approval, or if sold, the proceeds of such property may be rolled over,

(e) the amount distributed would otherwise be includible in gross income, and

(f) unless otherwise elected in the Adoption Agreement, the amount rolled over does not include any amounts contributed on an after-tax basis by the Participant to the Qualified Plan.

Unless otherwise elected in the Adoption Agreement, an Employee is not required to be a Participant in order to make a Rollover Contribution. However, rollover amounts will not be accepted from Employees who are excluded from participation in the Plan by job classification.

If elected by the Employer in the Adoption Agreement, the Plan will accept Participant Rollover Contributions and/or Direct Rollovers of distributions from the types of plans specified in the Adoption Agreement, beginning on the Effective Date specified in the Adoption Agreement.

The Plan Administrator shall be held solely responsible for determining the tax-free status of any Rollover Contribution made to this Plan, and the Trustee and/or Custodian shall have no responsibility for any such determination.

4.4 ***Voluntary Direct Transfers Between Plans***

(a) A Participant or an Employee may arrange for the direct transfer of his or her entire benefit from another Qualified Plan to the Plan established hereunder. Such transfer shall be made for any reason and may be in cash and/or in-kind. The Employer, the Trustee and/or Custodian, if applicable, in their sole discretion shall have the right to refuse to accept a transfer for any reason including but not limited to the following reasons: that such assets do not comply operationally; the assets are not readily marketable; or they are not compatible with the Employer's investment policy objectives. If necessary, for accounting and recordkeeping purposes, Transfer Contributions shall be treated in the same manner as Rollover Contributions.

(b) The Employer may arrange for the direct transfer of a Participant's or Employee's benefit from a Qualified Plan to this Plan. If necessary, for accounting and recordkeeping purposes, Transfer Contributions shall be treated in the same manner as Rollover Contributions.

(c) In the event the Employer accepts a Transfer Contribution from a Plan in which the Participant or Employee was directing the investment of his or her account, the Employer may, if the Employer determines that it is appropriate, permit the Participant or Employee to continue to direct his or her investments in accordance with paragraph 10.7 with respect only to such Transfer Contribution.

(d) Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under the Plan established hereunder permits a distribution prior to the Employee's Normal Retirement Age, death, Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code Section 414, to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

4.5 ***Make-Up Contributions Under USERRA***

A Participant who has the right to make-up Voluntary After-tax Contributions under USERRA shall be permitted to increase his or her Voluntary After-tax Contributions with respect to a make-up year without regard to any provision limiting contributions for such Plan Year. Make-up contributions shall be limited to the maximum amount permitted under the Plan and the statutory limitations applicable with respect to the make-up year. Employee-related make-up contributions must be made within the time period beginning on the date of reemployment and continuing for the lesser of five (5) years or three (3) times the period of military service.

ARTICLE V
PARTICIPANT ACCOUNTS

5.1 ***Separate Accounts***

The Plan Administrator or its agent shall establish a separate recordkeeping account for each Participant showing the fair market value of his or her Plan benefits. Each Participant's account may be separated for recordkeeping purposes into the following sub-accounts:

(a) Employer contributions:

(1) Non-Elective Contributions Formula 1

(2) Non-Elective Contributions Formula 2

(3) Money Purchase Pension Plan Contributions

(b) Employee contributions:

(1) Voluntary After-tax Contributions

(2) Qualified Voluntary Contributions

(3) Rollover Contributions

(4) Transfer Contributions

5.2 ***Valuation Date***

The Trustee shall value the Trust at the fair market value as of each Valuation Date and those Valuation Dates elected in the Adoption Agreement or as directed in writing by the Plan Administrator.

The fair market value of securities listed on a registered stock exchange will be the prices at which they were last traded on such exchange preceding the close of business on the Valuation Date. If the securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities will be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security will be valued at its bid price next preceding the close of business on the Valuation Date, which bid price will be obtained from a registered broker or an investment banker. To determine the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee may use any reasonable method to determine the value of such assets, or may elect to employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

All allocations for a particular Plan Year will be made as of the last Valuation Date(s) of that Plan Year or such other dates determined by the Plan Administrator.

5.3 ***Allocations To Participant Accounts***

As of each Valuation Date elected by the Employer in the Adoption Agreement and/or on any date within the allocation period selected in writing by the Plan Administrator, each Participant's account shall be adjusted to reflect:

(a) the Participant's share of the Employer's contribution and forfeitures as determined in the Adoption Agreement,

(b) any Employee contributions,

(c) any repayment of amounts previously distributed to a Participant upon a separation from Service and repaid by the Participant since the last Allocation Date,

(d) the Participant's proportionate share of any investment earnings and increase in the fair market value of the Trust since the last Allocation Date, and

(e) loan repayments of principal and interest.

The Employer shall deduct from each account:

(f) any withdrawals or payments made from the Participant's account since the last Allocation Date,

(g) the Participant's proportionate share of any decrease in the fair market value of the Trust since the last allocation Date, and

(h) the Participant's proportionate or per capita share of any fees and expenses paid from the Plan.

5.4 ***Allocating Employer Contributions***

(a) The Employer must specify in the Adoption Agreement the manner in which the Employer's contribution shall be allocated to Participants. Employer contributions shall be allocated to all Participants eligible to receive a contribution as provided in the Adoption Agreement.

(b) Notwithstanding any provision of this Plan to the contrary, Participants will accrue the right to share in allocations of Employer contributions with respect to periods of qualified military service as provided in Code Section 414(u).

5.5 ***Allocating Investment Earnings And Losses***

Account balances are adjusted to reflect actual income and investment gains and losses from the period beginning on the day following the last Valuation Date and ending on the current Valuation Date. Each Participant's account shall receive a proportionate share of the actual income and investment gains and losses during the period. The value of accounts for allocation purposes shall be based on the value of all Participant accounts (without regard to any portion of any such account attributable to segregated investments) as of the last Valuation Date less withdrawals, distributions and expenses plus any contributions including after-tax contributions (whether pre-tax or after-tax) if any, paid from the Trust since the last Valuation Date. Investment gains and losses shall be credited to all Participant accounts having a balance on the Valuation Date regardless of the vested status of such account and regardless of the Participant's employment status. The Plan Administrator shall also have the right to adopt an alternative procedure for allocating income and investment gains and losses. Any change in procedure shall be effective as of the next following Valuation Date or such other date as agreed to by the Employer and the Plan Administrator. Accounts with segregated investments shall receive the income or loss on such segregated investments. Investment gains or losses are determined separately for each investment alternative offered under the Plan.

(a) The value of a Participant's account invested in a mutual fund (Registered Investment Company) will equal the value of a share in such fund multiplied by the number of shares credited to the Participant's account.

(b) In the case of any pooled investment vehicle, earnings, gains or losses on the pooled investment vehicle will be allocated among the Participant's accounts in proportion to the value of each Participant's account invested in that investment vehicle immediately prior to the Valuation Date. The gain or loss attributed to each investment vehicle will be credited to or charged against the Participant's account. Alternatively, the Plan Administrator or his designate may establish unit values for each pooled investment vehicle offered under the Plan in accordance with uniform procedures established by the Plan Administrator for this purpose. The value of the portion of a Participant's account invested in a pooled investment vehicle will equal the value of a unit in such investment vehicle multiplied by the number of units credited to the account.

(c) In the case of any investment that is held specifically for a Participant's account, any gain or loss on such investment will be charged or credited to that Participant's account.

5.6 ***Allocation Adjustments***

The Plan Administrator or his designate, if applicable, shall have the right to redetermine the value of Participant accounts if a previous allocation or valuation was performed incorrectly. Such redetermination shall be made without regard to the reason for the incorrect allocation. Such reasons may include, but are not limited to, incorrect contribution or Employee information provided by the Employer or representative of the Employer, incorrect valuation of Plan assets, incorrect determination of investment income and gains or losses, improper interpretation of the Plan's allocation formulas or procedures and failure to transmit, receive or interpret amendments to the allocation formulas, methods or procedures. Subject to express limits that may be imposed under the Code, the Plan Administrator reserves the right to delay the processing of any contribution, distribution or other transaction for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of means of transmission of data, *force majeure*, the failure of any Service Provider to timely receive values or prices, or to correct for its errors omissions or the errors or omissions of any Service Provider). After having made any necessary adjustments, the Plan Administrator or his designate, if applicable, may issue either revised or adjusted statements to Participants with an explanation of the allocation adjustments.

5.7 ***Participant Statements***

The Plan Administrator shall provide a statement to each Participant. Statements may be prepared more frequently, as may be agreed between the Plan Administrator and the Service Provider or other entity responsible for the maintenance of Plan records or for valuing Plan assets. Each statement shall show the additions to and subtractions from the Participant's account for the period since the last such statement and shall show the fair market value of the Participant's account as of the current statement date.

5.8 ***Changes In Method And Timing Of Valuing Participants' Accounts***

If necessary or appropriate, the Plan Administrator may establish different or additional procedures for determining the fair market value of Participant's accounts under the Plan.

ARTICLE VI
RETIREMENT BENEFITS AND DISTRIBUTIONS

6.1 ***Normal Retirement Benefits***

A Participant shall be entitled to receive the balance held in his or her account upon attaining his or her Normal Retirement Age or at such earlier dates as the provisions of this Article VI may permit. If a Participant elects to continue working past his or her Normal Retirement Age, he or she will continue as an active Participant. If the Employer elects otherwise in the Adoption Agreement, distribution shall be made to such Participant at his or her request prior to his or her actual retirement. Distribution shall be made in the normal form, or if elected, in one of the optional forms of payment provided in the Adoption Agreement.

6.2 ***Early Retirement Benefits***

If elected in the Adoption Agreement, an Early Retirement benefit may be available to individuals who meet the age and Service requirements that are specified in the Adoption Agreement. A Participant who attains his or her Early Retirement Date will become fully vested, regardless of any vesting schedule which otherwise might apply. If a Participant separates from Service with a nonforfeitable benefit before satisfying the age requirements, but after having satisfied the Service requirement, the Participant will be entitled to elect an Early Retirement benefit upon satisfaction of the age requirement.

6.3 ***Benefit Upon Death***

Upon the death of a Participant prior to termination of employment, or upon the death of a terminated Participant prior to distribution of his or her Vested Account Balance, his or her Beneficiary will be entitled to the Participant's Vested Account Balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. A Participant who dies prior to attainment of Normal Retirement Age, but before termination of employment will become fully vested, regardless of any vesting schedule which otherwise might apply. If any Beneficiary who is alive on the date of the Participant's death dies before receiving the entire death benefit to which he or she is entitled, the balance of the death benefit will be distributed to the Beneficiary's Beneficiary in accordance with paragraph 7.5. The Plan Administrator's determination that a Participant has died and that a particular person has a right to receive a death benefit will be final. Distribution will be made in accordance with paragraph 7.5.

6.4 ***Benefit Upon Disability***

If a Participant suffers a Disability prior to termination of employment and terminates employment with the Employer as a result of that Disability, or if a terminated Participant suffers a Disability prior to a distribution of his or her Vested Account Balance, he or she will be entitled to his or her Vested Account Balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. A Participant who retires prior to attainment of Normal Retirement Age, but before termination of employment because of a Disability will become fully vested, regardless of any vesting schedule which otherwise might apply.

6.5 ***Benefits On Termination Of Employment***

(a) If a Participant terminates employment prior to Normal Retirement Age, such Participant shall be entitled to receive the vested balance held in his or her account payable at Normal Retirement Age in the normal form, or if elected, in one of the other forms of payment provided hereunder and by the Employer in the Adoption Agreement. If applicable, the Early Retirement benefit provisions may be elected. Notwithstanding the preceding, a former Participant may, if allowed in the Adoption Agreement, make application to the Employer requesting early payment of any deferred vested and nonforfeitable benefit due.

(b) If elected in the Adoption Agreement, if a Participant terminates employment, and the value of the Participant's Vested Account Balance is not greater than $1,000 (or such lesser amount as selected in the Adoption Agreement), the Participant may receive a lump sum distribution of the value of the entire vested portion of such account balance and the nonvested portion will be treated as a forfeiture. The Plan Administrator shall follow a consistent and nondiscriminatory policy, as may be established, regarding involuntary cash-outs of Vested Account Balances.

(c) For purposes of this Article, if the value of a Participant's Vested Account Balance is zero, the Participant shall be deemed to have received a distribution of such Vested Account Balance immediately following termination. If the Participant is reemployed prior to incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance, he or she will be deemed to have immediately repaid such distribution. Notwithstanding the above, if the Employer maintains or has maintained a policy of not distributing any amounts until the Participant's Normal Retirement Age, the Employer can continue to uniformly apply such policy.

(d) If a Participant terminates employment with a Vested Account Balance greater than $5,000, and elects to receive 100% of the value of his or her Vested Account Balance in a lump sum, the nonvested portion will be treated as forfeiture. The Participant must consent to any distribution when the Vested Account Balance described above exceeds $5,000.

(e) If a Participant who is not 100% vested receives or is deemed to receive a distribution pursuant to this paragraph and resumes employment covered under this Plan, the Participant shall have the right to repay to the Plan the full amount of the distribution attributable to Employer contributions on or before the earlier of the date the Participant incurs five (5) consecutive one (1) year Breaks in-Service following the date of distribution or five (5) years after the first date on which the Participant is subsequently reemployed. In such event, the Participant's account shall be restored to the value thereof at the time the distribution was made. The account may be further increased by the Plan's income and investment gains and/or losses on the undistributed amount from the date of the distribution to the date of repayment.

(f) If the Participant's Vested Account Balance is greater than $5,000, a Participant shall have the option to postpone payment of his or her Plan benefits until his or her Required Beginning Date. If elected in the Adoption Agreement, any balance in a Participant's account resulting from his or her Employee contributions listed at paragraph 5.1(b), hereof, not previously withdrawn, may be withdrawn by the Participant immediately following separation from Service.

Unless elected otherwise in the Adoption Agreement, if a Participant's Vested Account Balance is $1,000 or less, such distribution shall be paid in a direct distribution to the Participant after complying with the Federal tax withholding rules. Terminated Participants receiving an involuntary distribution of $200 or more must be notified of their right to have such amounts directly rolled over to an IRA or Qualified Plan of their choosing. If elected in the Adoption Agreement, when a terminating Participant or Employee does not make a timely election with respect to the cash-out distribution of amounts greater than $1,000 but less than or equal to $5,000, the Plan Administrator shall make a Direct Rollover into an individual retirement account or annuity ("IRA"). The Plan Administrator will select the IRA trustee or custodian, establish the IRA, and make the initial IRA investment selection. Rollover amounts received will always be considered in determining if the $1,000 automatic rollover threshold has been exceeded.

(g) If elected in the Adoption Agreement, the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to Rollover Contributions (and the earnings allocable thereto) within the meaning of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16). If the value of the Participant's nonforfeitable account balance as so determined is $5,000 or less, and the Plan provides for involuntary cash-outs, the Plan may immediately distribute the Participant's entire nonforfeitable account balance, subject to subparagraph (f) herein.

(h) If elected by the Employer in the Adoption Agreement, this subparagraph shall apply for distributions and severances from employment occurring after the dates specified in the Adoption Agreement.

6.6 ***Normal And Optional Forms Of Payment***

(a) The normal form of payment shall be as set forth in the Adoption Agreement.

(b) The normal form of payment shall be automatic, unless the Participant files a written request with the Employer prior to the date on which the benefit is automatically payable, electing another option available under the Plan.

(c) If elected in the Adoption Agreement, a Participant shall have the right to receive his or her benefit in a single lump sum or in installment payments. Installment payments need not be equal or substantially equal until such time as the individual reaches his or her Required Beginning Date. Installment payments which are intended to be equal or substantially equal can be made monthly, quarterly, semi-annually or annually based on any period not extending beyond the joint and survivor life expectancy of the Participant and his or her Beneficiary.

(d) Benefits payable under the Plan may be distributed in cash or in-kind as elected in the Adoption Agreement. The Employer may also elect in the Adoption Agreement to limit a Participant's right to receive distributions in the form of marketable securities (other than Employer securities) and to require distributions in the form of cash only.

(e) A Plan that permits its Participants to receive in-kind distributions may limit the available in-kind distributions to the investments listed in the Adoption Agreement and only to the extent the investments are held in the Participant's account at the time of the distribution. A Plan may be amended to limit the investments that may be distributed in-kind. The amendment must include all investments (other than marketable securities for which cash may be substituted) that are held in a Participant's account at the time of the amendment and for which the Plan, prior to such amendment, allowed for distribution of those investments in kind.

(f) Promissory notes of Participants may be distributed in-kind pursuant to the Employer's loan policy document.

(g) Distribution of benefits payable in the form of installments shall be paid in cash.

(h) The Plan Administrator shall have the sole responsibility to determine the propriety, amount, and form of any distribution made under the terms of this Plan and such determination will be final. Upon such determination, the Plan Administrator shall direct the Trustee and/or Custodian in writing or by any such other means as expressly agreed upon, to make such a distribution.

6.7 ***Distribution In Event Of Incapacity***

If any person who is entitled to receive a distribution of benefits (the "Payee") suffers from a Disability or is under a legal incapacity, payments may be made in one or more of the following ways as directed by the Plan Administrator:

(a) to the Payee directly;

(b) to the guardian or legal representative of the Payee's person or estate;

(c) to a relative of the Payee, to be expended for the Payee's benefit; or

(d) to the custodian of the Payee under any Uniform Transfers to Minors Act or under any Uniform Gifts To Minors Act.

The Plan Administrator's determination of the minority or incapacity of any Payee will be final.

6.8 ***In-Service Withdrawals***

If elected in the Adoption Agreement, an Employer may elect to permit a Participant in the Plan to make an in-service withdrawal, subject to any limitation(s) so specified in the Adoption Agreement.

(a) Unless indicated otherwise in the Adoption Agreement, a Participant may withdraw all or any part of the fair market value of his or her Voluntary After-tax Contributions as described in Article IV upon request to the Plan Administrator. No amount of the Employer's Contribution will be forfeited solely as a result of a Participant's withdrawal of an amount pursuant to this paragraph 6.8. Unless indicated otherwise in the Adoption Agreement, Rollover Contributions, and the income allocable to them, may be withdrawn at any time.

(b) Pursuant to the Employer's election in the Adoption Agreement, a Participant may be eligible to withdraw any part of his or her Qualified Voluntary Contribution account by making application to the Plan Administrator.

(c) A Participant may withdraw all or any part of the fair market value of his or her pre-1987 Voluntary Contributions with or without withdrawing the earnings attributable thereto. Post-1986 Voluntary Contributions may only be withdrawn along with a portion of the earnings thereon. The amount of the earnings to be withdrawn is determined by using the formula: DA [1-(V ÷ V+E)], where DA is the distribution amount, V is the amount of Voluntary Contributions and V+E is the amount of Voluntary Contributions plus the earnings attributable thereto. The aggregate value of the Participant's Vested Account Balance derived from Employer and Employee contributions (including Rollovers), whether vested before or upon death, includes the proceeds of insurance contracts, if any, on the Participant's life. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer contributions, Employee contributions (or both) at the time of death or distribution.

(d) Under a Profit Sharing Plan and to the extent that the Employer elects in the Adoption Agreement, the Participant is required to satisfy at least one of the following conditions to make an in-service withdrawal of all or any part of the Participant's vested Non-Elective Contributions:

(1) An Employee who has been a Participant in the Plan for at least five (5) years may, prior to separating from Service with the Employer, elect to withdraw all or any part of the vested Non-Elective Contributions.

(2) Vested Non-Elective Contributions which have been in the Plan for at least two (2) years may be withdrawn.

(3) A Participant who had attained age 59½ may, prior to separation from Service, elect to withdraw all or any part of their vested Non-Elective Contributions.

(4) A Participant may only withdraw amounts which are 100% vested.

(5) The Employer may require any or all of these conditions to be satisfied prior to an in-service distribution being made from the Plan.

(e) An in-service withdrawal shall not be eligible for redeposit to the Trust. A withdrawal under this paragraph shall not prohibit such Participant from sharing in any future Employer contribution he or she would otherwise be eligible to receive. Payment will be made in accordance with the administrative policy set by the Employer.

(f) Notwithstanding any provisions of the Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Participant's retirement, death, Disability, or separation from Service, and prior to Plan termination, the optional form of benefit shall not be available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred within the meaning of Code Section 414(l), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

(g) If elected in the Adoption Agreement, a Participant may withdraw any amount not in excess of the vested amount of Non-Elective Contributions if the withdrawal is made after the Participant attains age 59½.

(h) If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100% of the account balance derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the account:

(1) a separate account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) at any relevant time the Participant's nonforfeitable portion of the separate account will be equal to an amount ("X") determined by the formula: X = P [AB + D] – D. For purposes of applying the formula: "P" is the nonforfeitable percentage at the relevant time, "AB" is the account balance at the relevant time, "D" is the amount of the distribution.

6.9 ***Hardship Withdrawals***

If elected in the Adoption Agreement, a Participant may request a Hardship withdrawal as provided in this paragraph.

Unless elected otherwise in the Adoption Agreement, vested Non-Elective Contributions, Rollover Contributions, Transfer Contributions and the income allocable to each (without regard to attainment of age 59½ or Disability) may be available for Hardship withdrawal if the Participant establishes that one of the reasons specified below exists. A Participant may withdraw all or any part of the fair market value of his or her Voluntary After-tax Contributions due to a Hardship upon request to the Plan Administrator. Such request shall be made in accordance with procedures adopted by the Plan Administrator or his or her designate, who shall have sole authority to authorize and direct a Hardship withdrawal pursuant to the following rules:

(a) ***Administrative Requirements –*** For purposes of this paragraph, an immediate and heavy financial need of the Employee is one which cannot reasonably be relieved:

(1) by cessation of the Participant's Voluntary After-tax Contributions, if applicable, under the Plan; or

(2) by other currently available distributions [including distribution of ESOP dividends under Code Section 404(k)] and nontaxable (at the time of the loan) loans, under plans maintained by the Employer or by any other employer.

For purposes of this paragraph, a need cannot reasonably be relieved by one of the actions described above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Participant from obtaining other necessary financing. In any event, a Hardship distribution may not be requested in excess of the amount of the immediate and heavy financial need described at paragraph (b) including amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

(b) ***Exclusive Reasons For Hardship Withdrawal –*** A deemed hardship exists when the Hardship withdrawal will be used to pay the following:

(1) expenses incurred or necessary for medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) of the Participant, his or her Spouse, children, other dependents, or the primary beneficiary under the Plan;

(2) the cost directly related to the purchase (excluding mortgage payments) of the principal residence of the Participant;

(3) payment of tuition and related educational expenses (including but not limited to expenses associated with room and board) for up to the next twelve (12) months of post-secondary education for the Participant, his or her Spouse, children, other dependents [as defined in Code Section 152, and for the taxable years beginning or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)], or the primary beneficiary under the Plan;

(4) the need to prevent eviction of the Participant from, or a foreclosure on the mortgage on the Participant's principal residence;

(5) payments for burial or funeral expenses for the Participant's deceased parent, Spouse, child or dependent [as defined in Code Section 152, and without regard to Code Section 152(d)(1)(B)], or the primary beneficiary under the Plan; or

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) For purposes of this paragraph, the plan will permit a nonspouse beneficiary who is not an "alternate payee" (as defined in Code Section 414(p)) but who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E), to elect a direct rollover to an IRA (including, if applicable, a Roth IRA) established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Such distribution is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). The Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of the decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of the Code Section 401(a)(9)(E).

If the Plan Administrator approves a request for a Hardship withdrawal, funds shall be withdrawn from the contribution sources as elected in the Adoption Agreement unless provided otherwise by the Plan Administrator in an administrative procedure. Liquidation of a Participant's assets for the purpose of a Hardship withdrawal will be allocated on a pro-rata basis across all the investment alternatives in a Participant's account, unless otherwise provided by administrative procedure or by a directive from the Plan Administrator or by the Participant.

If Voluntary After-tax Contributions are suspended under 6.9(a)(1) above, such amounts will be suspended for all plans maintained by the Employer (other than benefits under Code Section 125 plans) for six (6) months after the receipt of the Hardship distribution.

(d) ***Special Rules For Hurricane-Related Hardship Distributions.*** The following provisions shall apply to distributions on account of financial hardship granted by Plan sponsors to qualified Plan Participants whose principal residence was in a federally proclaimed disaster area affected by Hurricane Katrina, Hurricane Rita or Hurricane Wilma, and as a result of any or all of such Hurricanes, incurred an economic loss (a "Qualified Hurricane-related Distribution"). For purposes of these provisions, such rules will apply to Qualified Hurricane-related Distributions that took place at any time on or after August 25, 2005 and before January 1, 2007, with respect to Hurricane Katrina, at any time on or after September 23, 2005 and before January 1, 2007, with respect to Hurricane Rita, and at any time on or after October 23, 2005 and before January 1, 2007, with respect to Hurricane Wilma.

(1) Such Qualified Hurricane-related Distribution(s) on account of financial hardship from the Plan, when combined with all distributions obtained from all qualified plans maintained by the Employer or any other member of the Employer's controlled group, shall not exceed $100,000. Further, the aggregate amount of Qualified Hurricane-related Distribution(s) received by a Participant for any taxable year shall not exceed the excess of $100,000, over the aggregate amounts treated as Qualified Hurricane-related Distributions received by the Participant for all previous taxable years.

(2) Repayment Rights. A Participant-recipient of a Qualified Hurricane-related Distribution shall have the right at any time during a three-year period commencing as of the day after the date that the Qualified Hurricane-related Distribution is received, to make a repayment or repayments of said distribution to the Plan (or another Eligible Retirement Plan) in an amount not exceeding the principal amount of the Qualified Hurricane-related Distribution. Further, a Participant-recipient of a Qualified Hurricane-related Distribution for the purchase of a principal residence may make a repayment or repayments of said distribution to the Plan (or another Eligible Retirement Plan) in an amount not exceeding the principal amount of the Qualified Hurricane-related Distribution if said repayment occurred during the period commencing on August 25, 2005 and ending February 28, 2006 with respect to a Hurricane Katrina-related distribution, during a period commencing on September 23, 2005 and ending February 28, 2006 with respect to a Hurricane Rita-related distribution, or during a period commencing on October 23, 2005 and ending February 28, 2006 with respect to a Hurricane Wilma-related distribution.

(3) A Qualified Hurricane-related Distribution shall not be subject to the tax treatment that applies to an Eligible Rollover Distribution and shall be deemed to not violate the prohibitions on early distribution that apply to elective contributions made to Code Section 401(k) plans, Code Section 403(b) arrangements and eligible Code Section 457 plans.

(4) Additionally, the Plan could have provided for special hurricane–related distributions to Plan Participants who lived or worked in the Hurricane Katrina disaster area that qualified for individual relief from the Federal Emergency Management Agency. Similar relief is not available for Hurricanes Rita and Wilma. These special distributions could also have been made available to Plan Participants residing outside the disaster area if they had a child, parent, grandparent or other dependent that lived or worked in the disaster area. In order to qualify for the special relief provided herein, the distribution had to be made by March 31, 2006. The six-month suspension on further deferrals is not applicable. These distributions were not restricted to the reasons specified in subparagraph 6.11(b). Plan Participants who received a distribution under this paragraph, who themselves were not the victims of Hurricane Katrina, may not take advantage of the special repayment rules provided at (2) immediately above. The increase in the withdrawal limit to $100,000 as specified in (1) above also did not apply to these withdrawals.

(e) ***Emergency Economic Stabilization Act ("EESA") – Qualified Disaster Recovery Assistance Distributions/Recontributions Of Withdrawals Taken For Home Purchases***

(1) Participants who were directly affected by floods, severe storms or tornadoes that were in presidentially-declared (FEMA) Midwestern disaster areas between May 20, 2008 and before August 1, 2008, shall have access to the following relief, if they (i) resided in specified affected counties of Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska or Wisconsin ("Midwestern Disaster Area") on the "applicable disaster date" and (ii) were entitled to individual and/or public assistance from the federal government under EESA with respect to damage caused by the disaster. The "applicable disaster date" is the date on which the severe storms, tornadoes and flooding occurred in such affected county in the Midwestern Disaster Area.

Such individuals are eligible to apply for a "Qualified Disaster Recovery Assistance Distribution" from the Plan that will be made on or after the applicable disaster date and before January 1, 2010. Any such distribution (i) may not exceed $100,000 per individual; (ii) is exempt from the 10% IRS early distribution penalty tax; (iii) is not eligible for rollover and therefore is not subject to mandatory 20% federal tax withholding; (iv) Participants receiving such distribution(s) are permitted to spread the income tax resulting from receipt of the distribution(s) ratably over 3 years; and (v) may be repaid within 3 years to a traditional IRA, a Code Section 401(a) or 403(a) qualified plan, a governmental 457(b) plan or a 403(b) plan in which the individual is participating, which is eligible to receive a rollover contribution.

(2) ***Recontributions of Withdrawals for Home Purchases*** – Individuals who took a hardship withdrawal from the Plan to purchase a home in the Midwestern Disaster Area may recontribute such distribution to the Plan or to a traditional IRA tax-free. Such amount must be recontributed within five (5) months after the date of enactment of EESA (i.e., by March 3, 2009) in order to receive favorable tax treatment.

The relief set forth in the preceding paragraph requires that the hardship withdrawal have been made at least six (6) months before the applicable disaster date and that the home purchase was not finalized due to such disaster.

6.10 ***Direct Rollovers***

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least $200 paid directly to an Eligible Retirement Plan specified by the distributee in a Direct Rollover. If an Eligible Rollover Distribution is less than $200, a distributee may not make the election described in the preceding sentence to rollover a portion of the Eligible Rollover Distribution.

(b) ***Definitions***

(1) ***Eligible Rollover Distribution –*** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include: 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 distributee or the joint lives (or Joint Life Expectancies) of the distributee and the distributee's Designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9) of the Internal Revenue Code; any Hardship distribution described in Code Section 401(k)(2)(B)(i)(iv) received after December 31, 1998; and any other distribution(s) that is reasonably expected to total less than $200 during a year. Any amount that is distributed on account of Hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

(2) ***Eligible Retirement Plan –*** An Eligible Retirement Plan is an eligible Plan under Code Section 457(b) that 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 individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), a Roth IRA as described in Code Section

408A (subject to the restrictions in Code Section 408A(c)(3)(B) during 2008 and 2009), an annuity contract described in Code Section 403(b), an annuity plan described in Code Section 403(a), or a Qualified Plan described Code Section 401(a), that accepts the distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the Surviving Spouse, an Eligible Retirement Plan is an individual retirement account, individual retirement annuity (other than an endowment contract) or a Roth IRA, provided the restrictions of Code Section 408A(c)(3)(B), if applicable, are met.

(3) ***Distributee –*** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or former Spouse.

(4) ***Direct Rollover –*** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

(c) Any portion of an Eligible Rollover Distribution that is not paid directly to an Eligible Retirement Plan or IRA (including a Roth IRA), pursuant to such Participant's direction, shall be distributed to the Participant. For purposes of this paragraph, a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a Qualified Domestic Relations Order as defined in Code Section 414(p), will be permitted to elect to have any Eligible Rollover Distribution paid directly to an individual retirement account (IRA) or an individual retirement annuity (IRA) (other than an endowment contract) or to another Eligible Retirement Plan in which the alternate payee is a participant. However, in the case of an Eligible Rollover Distribution to a Surviving Spouse, an Eligible Retirement Plan is an individual retirement account, an individual retirement annuity (other than an endowment contract) or a Roth IRA (subject to the applicable restrictions of Code Section 408A(c)(3)(B) for 2008 and 2009). For purposes of this paragraph, the Plan will permit a nonspouse beneficiary who is not an "alternate payee" (as defined in Code Section 414(p)) but who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E), to elect a direct rollover to an IRA established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Such distribution is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). The Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of the decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of Code Section 401(a)(9)(E).

(d) If the entire Vested Account Balance is not eligible for a Direct Rollover of benefits as described in (a) above, the Participant may either make an elective transfer of the entire Vested Account Balance pursuant to the procedure described at paragraph 4.4 or a Direct Rollover of the portion which can be rolled over as described in (a) above and an elective transfer of the rest as described in paragraph 4.4 herein.

(e) The elective transfer of distributable benefits will be available only if the Direct Rollover provisions of Code Section 401(a)(31) would not be available to transfer the Participant's entire Vested Account Balance to the transferee plan. This elective transfer option will only be available in the following circumstances:

(1) The Plan does not have a single sum distribution option available. The benefits are distributable only in a periodic payment method.

(2) The distribution includes benefits that are not eligible for rollover treatment, including required minimum distributions.

(f) For purposes of this paragraph, a portion of the distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of Voluntary After-tax Contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), a Roth IRA described in Code Section 408A (provided the requirements of Code Section 408A(c)(3)(B) are met in 2008 and 2009), or to a qualified Defined Contribution Plan described in Code Section 401(a) or 403(a), and such contract or plan 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.

6.11 ***Participant's Notice***

In the event that a Participant's benefit becomes payable under Plan terms or if a Participant requests distribution of his or her benefit, the Plan Administrator shall provide such Participant with a notice regarding distribution of such benefit. The notice shall describe any Plan related information regarding the distribution including the normal and optional forms of payment provided at paragraph 6.6, and the information required in connection with an Eligible Rollover Distribution. Information in connection with an Eligible Rollover Distribution shall include the right to have the funds transferred directly to another Qualified Plan or individual retirement account, the income tax withholding requirements, the rollover rules with respect to amounts distributed to the Participant, the default Direct Rollover provisions of Vested Account Balances greater than $1,000 but less than or equal to $5,000 (including any other

appropriate information such as the name and address, and telephone number of the IRA Trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested), the general tax rules which apply to such distributions, and the consequences of failing to defer receipt of a Plan distribution in cases where the Participant has a right to defer receipt of the distribution (e.g., where the value of the Participant's accrued benefit exceeds $5,000). A default Direct Rollover will occur not less than thirty (30) days and not more than ninety (90) days after such notice with the explanation of the default Direct Rollover is provided to the separating Participant.

6.12 ***Assets Transferred From Money Purchase Pension Plans***

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Disability, or severance from employment, and prior to Plan termination, the optional form of benefit shall not be available with respect to benefits attributable to assets (including the associated post-transfer earnings) and liabilities that are transferred, within the meaning of Code Section 414(l), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

6.13 ***Assets Transferred From A Code Section 401(k) Plan***

If the Plan receives a direct transfer (by merger or otherwise) of elective deferrals (or amounts treated as elective deferrals) under a Plan with a Code Section 401(k) arrangement, the distribution restrictions of Code Sections 401(k)(2) and 401(k)(10) continue to apply to those transferred elective deferrals.

6.14 ***Death Benefits Under USERRA-Qualified Active Military Service***

Effective for deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing qualified military service [as defined in Code Section 414(u)], the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan (e.g., accelerated vesting, any ancillary life insurance benefits, and any other survivor's benefits provided under the Plan that are contingent upon a Participant's termination of employment on account of death) had the Participant resumed and then terminated employment on account of death, in accordance with Code Section 401(a)(37), Notice 2010-15, and any other IRS guidance.

If elected in the Adoption Agreement, then effective as of the date indicated as part of such Adoption Agreement election, the following will apply:

An individual who dies or incurs a Disability while performing qualified military service with respect to the Employer maintaining the Plan, will be treated as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability. In the case of any such treatment, and subject to the following paragraphs, any full or partial compliance by such Plan with respect to the benefit accrual requirements of Code Section 414(u)(8) with respect to such individual shall be treated as if such compliance were required under USERRA.

(a) With respect to the Employer maintaining the retirement plan, all individuals performing qualified military service who die or become disabled as a result of performing qualified military service, prior to reemployment by the Employer, are to be credited with Service and benefits on reasonably equivalent terms.

(b) The amount of Employee contributions and the amount of Elective Deferrals of an individual treated as reemployed on the day before death or Disability shall be determined on the basis of the individual's average actual Employee contributions or Elective Deferrals for the lesser of:

(1) the twelve (12) month period of Service with the Employer immediately prior to qualified military service, or

(2) if Service with the Employer is less than such twelve (12) month period, the actual length of continuous Service with the Employer.

ARTICLE VII
DISTRIBUTION REQUIREMENTS

7.1 ***Minimum Distribution Requirements***
All distributions required under this Article shall be determined and made in accordance with the minimum distribution requirements of Code Section 401(a)(9) and the Regulations issued thereunder, including the minimum distribution incidental benefit rules found at Regulation Section 1.401(a)(9)-(G). The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date. Life expectancy and joint and last survivor life expectancies are computed by using the expected return multiples found in Regulation Section 1.72-9. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

7.2 ***[Reserved]***

7.3 ***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):

(a) the life of the Participant,

(b) the life of the Participant and a Designated Beneficiary,

(c) a period certain not extending beyond the life expectancy of the Participant, or

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

7.4 ***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 as defined in the Plan.

7.5 ***Death Of Participant Before Distributions Begin***
If the Participant dies before required distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement, 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.

(b) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of 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.

(d) 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 paragraph 7.5, with the exception of paragraph 7.5(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this paragraph and paragraphs 7.9 and 7.10,unless subparagraph 7.5(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subparagraph 7.5(d) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under paragraph 7.5(a). 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 7.5(a)], the date distributions are considered to begin is the date distributions actually commence.

7.6 ***Forms Of Distributions***
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 paragraph 7.7 through paragraph 7.10 of this Article. If the Participant's interest is

distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the corresponding Regulations.

7.7 ***Amount Of Required Minimum Distribution For Each Distribution Calendar Year***
During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

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

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

7.8 ***Lifetime Required Minimum Distributions Continue Through Year Of Participant's Death***
Required minimum distributions will be determined under this paragraph and paragraph 7.7 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.

7.9 ***Death On Or After Required Distributions Begin***

(a) ***Participant Survived By Designated Beneficiary –*** If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's 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:

(1) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Regulation Section 1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated in accordance with the Single Life Table found in Regulation Section 1.401(a)(9)-9, Q&A-1, 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.

(3) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(b) ***No Designated Beneficiary –*** If the Participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's death who remains a Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated under the Single Life Table, using the age of the Participant in the year of death, reduced by one for each subsequent year.

7.10 ***Death Before Date Required Distributions Begin***

(a) ***Participant Survived By Designated Beneficiary –*** If the Participant dies before the date required 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 paragraph 7.9.

(b) ***No Designated Beneficiary –*** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of the date of death of the Participant who remains a Beneficiary as of 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.

(c) ***Death Of Surviving Spouse Before Distributions To Surviving Spouse Are Required To Begin –*** 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 paragraph 7.5(a), this paragraph 7.10 will apply as if the Surviving Spouse were the Participant.

7.11 ***Prior Pre-Retirement Distribution Options***

(a) ***Elimination of Pre-Retirement Age 70½ Distribution Option –*** The pre-retirement age 70½ distribution option will only be eliminated for Employees who reach age 70½ in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of this amended Plan. The pre-retirement age 70½ distribution option is an optional form of benefit under which benefits payable in a particular distribution form (including any modifications that may be elected after benefit commencement) begin at a time during the period that begins on or after January 1 of the calendar year in which an Employee reaches age 70½ and ends April 1 of the immediately following calendar year.

(b) ***Election to Defer –*** If the Plan Administrator offered an election to defer distributions, a Participant who reaches age 70½ in years after 1995 and who made the election by April 1 of the calendar year following the year in which he or she reached age 70½ (or by December 31, 1997, in the case of a Participant who reached age 70½ in 1996) may defer distribution until the calendar year following the calendar year in which his or her retirement occurs. If the Plan Administrator does not offer such an election, or if the election is offered but not made, the Participant will begin receiving distributions by April 1st of the calendar year following the year in which he or she reaches age 70½ (or by December 31, 1997 in the case of a Participant who reached age 70½ in 1996).

(c) ***Election to Suspend –*** If the Plan Administrator offered an election to suspend distributions, a Participant who reached age 70½ prior to 1997 and who made the election may stop distributions and recommence by April 1 of the calendar year following the year in which the Participant actually retires. In such an event, the Plan Administrator may elect that a new annuity starting date will begin upon the distribution recommencement date.

7.12 ***Transitional Rules***

(a) Notwithstanding the other requirements of this Article, distribution on behalf of any Employee, may be made in accordance with all of the following requirements, regardless of when such distribution commences:

(1) the distribution by the Plan is one which would not have disqualified such Plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984,

(2) the distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant,

(3) such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984,

(4) the Participant had accrued a benefit under the Plan as of December 31, 1983, and

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

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

(c) For any distribution which commences 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 requirements in subparagraphs (a)(1) through (5) above.

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 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 Section 401(a)(9) and the Regulations thereunder, but for the Code Section 242(b)(2) election of the Tax Equity and Fiscal Responsibility Act of 1982. For calendar years beginning after 1988, such distributions must meet the minimum distribution incidental benefit requirements in Regulation Section 1.401(a)(9)-2. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, 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 Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15 shall apply.

7.13 ***Designation Of Beneficiary***

If a Participant completes or has completed a Beneficiary designation form in which the Participant designates his or her Spouse as the Beneficiary, and the Participant and the Participant's Spouse are legally divorced subsequent to the date of such designation, then the designation of such Spouse as a Beneficiary hereunder will be deemed null and void unless the Participant, subsequent to the legal divorce, reaffirms the designation by completing a new Beneficiary designation form.

(a) For purposes of the Plan, a Beneficiary is the person or persons designated as such in accordance with Code Section 401(a)(9) and the Regulations thereunder by the Participant or by the Participant's Surviving Spouse if the Participant's Surviving Spouse is entitled to receive distributions under the Plan. Such a designation by the Participant's Surviving Spouse, however, shall relate solely to the distributions to be made under the Plan after the death of both the Participant and the Surviving Spouse. A Beneficiary designation shall be communicated to the Plan Administrator on a form or other type of communication acceptable to the Plan Administrator for use in connection with the Plan, signed by the designating person, and subject to the last sentence of this subparagraph (a), filed with the Plan Administrator in accordance with this paragraph 7.13 not later than thirty (30) days after the designating person's death. In the event that the form is delivered to the Plan Administrator after the designating person's death, the designation must be witnessed by the Plan Administrator or a Notary Public. The form may name individuals, trusts or estates to take upon the contingency of survival and may specify or limit the manner of distribution thereto. In the event a Participant or the Participant's Surviving Spouse, as the case may be, fails to properly designate a Beneficiary (including, as improper, a designation to which the Participant's Surviving Spouse did not properly consent) or in the event that no properly designated Beneficiary survives the Participant or the Participant's Surviving Spouse, as applicable, then the Beneficiary of such person shall be his Surviving Spouse or, if none, his issue *per stirpes* or, if no issue, the Participant's surviving parents in equal shares, or if no surviving parents, then to the Participant's estate.

The Beneficiary designation last accepted by the Plan Administrator during the designating person's lifetime before such distribution is to commence shall be controlling and, whether or not fully dispositive of the vested portion of the account of the Participant involved, thereupon shall revoke all such forms previously filed by that person.

(b) Any Beneficiary designation made and in effect under a Qualified Plan immediately prior to that Plan's amendment and continuation in the form of this Plan shall be deemed to be a valid Beneficiary designation filed under this Plan to the extent consistent with this Plan.

(c) In the absence of a Beneficiary designation or other directive from the deceased Participant to the contrary, any Beneficiary may name his or her own Beneficiary to receive any benefits which may be payable in the event of the Beneficiary's death prior to the receipt of all the Participant's death benefits to which the Beneficiary was entitled.

(d) Notwithstanding any provision in this section, any Beneficiary named hereunder will be considered a contingent Beneficiary until the death of the Participant (or Beneficiary, as the case may be), and until such time will have no rights granted to Beneficiaries under the Plan.

7.14 ***Distributions To Minors And Individuals Who Are Legally Incompetent***

Benefits payable to either a minor or an individual who has been declared legally incompetent shall be paid, at the direction of the conservator appointed either under a court order or applicable state law that permits such an individual to be a guardian for the benefit of said minor or incompetent.

7.15 ***Unclaimed Benefits***

(a) The Plan Administrator shall notify Participants or Beneficiaries by mail sent to his or her last known address of record with the Employer when their benefits become distributable as provided at paragraph 6.8 hereof. If a Participant or Beneficiary does not respond to the notice within ninety (90) days of the date of the notice, the Plan Administrator may take reasonable steps to locate the Participant or Beneficiary including, but not limited to, requesting assistance from the Employer, Employees, Social Security Administration and/or the Internal Revenue Service.

(b) If the Participant cannot be located after a period of twelve (12) months, or such other period determined by the Plan Administrator, the Plan Administrator shall treat the benefit as a forfeiture pursuant to paragraph 8.7.

(c) If a Participant or Beneficiary later makes a claim for such benefit, the Plan Administrator shall validate such claim and provide the Participant or Beneficiary with all notices and other information necessary for the Participant or Beneficiary to perfect the claim. If the Plan Administrator validates the claim for benefits, the Participant's account balance shall be restored to the benefit amount treated as a forfeiture. Such benefit shall not be adjusted for investment earnings or losses during the period beginning on the date of forfeiture and ending on the date of restoration. The funds necessary to restore the Participant's account will first be taken from amounts eligible for reallocation or other disposition as forfeitures with respect to the Plan Year. If such funds do not exist or if such funds are insufficient, the Employer will make a contribution prior to the date on which the benefit is payable to restore such Participant's account. Such benefit shall be paid or commence to be paid in the same manner as if the benefit was eligible for distribution on the date the claim for benefit is validated.

(d) The Plan Administrator shall follow the same procedure in locating and subsequently treating as a forfeiture the benefit of a Participant or Beneficiary whose benefit has been properly paid under Plan terms but where the Participant or Beneficiary has not negotiated the benefit check(s).

(e) Notwithstanding the foregoing, alternative procedures for locating and administering the benefits of missing Plan Participants may be established by the Plan Administrator.

(f) In the event of a Plan termination, the Plan Administrator may apply such search methods for locating missing Participants as described in the Department of Labor Field Assistance Bulletin 2004-02 as it considers in its sole discretion appropriate under the circumstances.

(g) Unless elected otherwise in the Adoption Agreement, if a terminated Participant cannot be located, the Participant's Vested Account Balance is in excess of $1,000 but not greater than $5,000, and no Participant election has been made regarding the disposition of his or her Vested Account Balance, the automatic rollover provisions of Code Section 401(a)(31)(B) as contained in paragraph 6.5 shall be applied to said account.

ARTICLE VIII
VESTING

8.1 ***Employee Contributions***

A Participant shall always have a 100% vested and nonforfeitable interest in his or her Voluntary After-tax Contributions, Qualified Voluntary Contributions, Rollover and Transfer Contributions, plus the earnings thereon. No forfeiture of Employer contributions will occur solely as a result of a Participant's withdrawal of any Employee contributions. Separate accounts for each contribution source will be maintained for each Participant. Each account will be credited with the applicable contributions and earnings thereon.

8.2 ***Employer Contributions***

A Participant shall acquire a vested and nonforfeitable interest in his or her account attributable to Employer contributions in accordance with the schedule selected in the Adoption Agreement, provided that if a Participant is not already fully vested, he or she shall become so upon attaining Normal Retirement Age, Early Retirement Age, on death prior to normal retirement (provided the Participant has not terminated employment prior to death), on retirement due to Disability, or on termination of the Plan. Any contributions made on behalf of a Participant with a Disability within the meaning of Code Section 22(e)(3) at the election of the Employer must be fully vested when made.

8.3 ***Computation Period***

The vesting computation period used for determining Years of Service and Breaks in Service when calculating the vesting of a Participant means any twelve (12) consecutive month period as elected in the Adoption Agreement during which an Employee completes the number of Hours of Service [not to exceed 1,000] as specified in the Adoption Agreement. Alternatively, if the Plan elects the Elapsed Time method of crediting Service, the vesting computation period for which the Employee receives credit for a Period of Service will be determined under the Service crediting rules of paragraph 1.74.

8.4 ***Requalification Prior To Five Consecutive One-Year Breaks In Service***

Subject to Article VI, the account balance of a Participant who is re-employed prior to incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance shall consist of any undistributed amount in his or her account as of the date of re-employment plus any future contributions added to such account plus the investment earnings on the account. The Vested Account Balance of such Participant shall be determined by multiplying the Participant's account balance (adjusted to include any distribution or redeposit made under paragraph 6.3) by such Participant's vested percentage. All Service of the Participant, both prior to and following the break, shall be counted when computing the Participant's vested percentage.

8.5 ***Requalification After Five Consecutive One-Year Breaks In Service***

Subject to Article VI, if a Participant was not fully vested prior to termination of employment and is re-employed after incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance, a new account shall be established for such Participant to separate his or her deferred vested and nonforfeitable account, if any, from the account to which new allocations will be made. The Participant's deferred account to the extent remaining shall be fully vested and shall continue to share in earnings and losses of the Trust. When computing the Participant's vested portion of the new account, all pre-break and post-break Service shall be counted. However, notwithstanding this provision, no such former Participant who has had five (5) consecutive one (1) year Breaks in Service or Periods of Severance shall acquire a larger vested and nonforfeitable interest in his or her prior account balance as a result of requalification hereunder.

8.6 ***Calculating Vested Interest***

A Participant's vested and nonforfeitable interest, as determined by the Plan Administrator, shall be calculated by multiplying the fair market value of his or her account attributable to Employer contributions on the Valuation Date concurrent with or preceding distribution by the decimal equivalent of the vested percentage as of his or her termination date. The amount attributable to Employer contributions for purposes of the calculation includes amounts previously paid out pursuant to paragraph 6.5 and not repaid. The Participant's vested and nonforfeitable interest, once calculated above, shall be reduced to reflect those amounts previously paid out to the Participant and not repaid by the Participant. The Participant's vested and nonforfeitable interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Trust up to the Valuation Date preceding or coinciding with payment.

8.7 ***Forfeitures***

Any balance in the account of a Participant who has separated from Service to which he or she is not entitled under the foregoing provisions, shall be forfeited and applied as provided in the Adoption Agreement, or in accordance with a policy established by the Plan Administrator. The reallocation or other disposition of a non-vested benefit may only occur if the Participant has received payment of his or her entire vested benefit from the Plan, if the Participant has incurred five (5) consecutive one (1) year Breaks in Service, or a deemed cash-out has occurred. A Participant who is zero percent (0%) vested will have a deemed cash-out distribution on the date of the Participant's separation from Service and will not be entitled to an allocation of any forfeitures (if reallocated) of any portion of his account balance

or of any other Participant who has terminated Service in the same or prior Plan Year. While awaiting reallocation or other disposition, the Plan Administrator or his designate, if applicable, shall have the right to leave the non-vested benefit in the Participant's account or may transfer the non-vested benefit to a forfeiture suspense account. Amounts held in a forfeiture suspense account may share in any increase or decrease in fair market value of the assets of the Trust in accordance with Article V of the Plan. The Plan Administrator or his designate shall make such determination, if applicable. If the vested portion of a Participant's account balance is not distributed by the end of the second Plan Year after such Participant's termination of employment, forfeiture of the non-vested portion of the Participant's account balance may not take place until such Participant has incurred five (5) consecutive one (1) year Breaks in Service.

If a Participant's account balance is forfeited prior to five (5) consecutive one (1) year Breaks in Service, the amount necessary to restore the account balance to a Participant will be obtained from one of the following sources: current Plan Year's forfeitures; an additional Employer contribution; or earnings on investments for the applicable Plan Year, as determined by the Plan Administrator. For purposes of this paragraph, if the value of a Participant's Vested Account Balance is zero (0), the Participant shall be deemed to have received a distribution of such Vested Account Balance.

Benefits with respect to Participants who cannot be located as provided at paragraph 7.15 hereof will be treated in the same manner as a forfeiture. In the event the Participant's or Beneficiary's account balance is less than $1,000, and the Employer does not make a contribution for the Plan Year during which the forfeiture takes place, such amount shall first be applied to pay Plan expenses. If there are no such expenses, it shall then be allocated to eligible Participant accounts as if the amount were the Employer's contribution for such Plan Year. If any Participant's vested account balance is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if the Participant or Beneficiary makes a claim. Notwithstanding the foregoing, the Plan Administrator may establish alternative procedures for locating and administering the benefits of missing Plan Participants.

8.8 ***[Reserved]***

8.9 ***Compliance With Uniformed Services Employment And Reemployment Rights Act Of 1994***
Notwithstanding any provision of this Plan to the contrary, Years of Service for vesting will be credited to Participants with respect to periods of qualified military service as provided in Code Section 414(u).

ARTICLE IX
LIMITATIONS ON ALLOCATIONS

9.1 ***Maximum Annual Additions***

For Limitation Years beginning on or after January 1, 2008, the Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) $46,000, as adjusted for increases in the cost-of-living under Code Section 415(d), or

(b) 100% of the Participant's Compensation, within the meaning of Code Section 415(c)(3), for the Limitation Year.

The Compensation limit referred to in (b) above shall not apply to any contribution for medical benefits after separation from Service [within the meaning of Code Section 401(h) or Code Section 419A(f)(2)] that is otherwise treated as an Annual Addition.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the maximum permissible amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction the numerator of which is the number of months in the short Limitation Year, and the denominator of which is twelve (12).

9.2 ***Participation In This Plan Only***

If the Participant does not participate in and has never participated in another Qualified Plan, a Welfare Benefit Fund, individual medical account as defined in Code Section 415(l)(2), or a Simplified Employee Pension Plan as defined in Code Section 408(k) maintained by the adopting Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's account 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. Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

9.3 ***Disposition Of Excess Annual Additions***

If there is an Excess Annual Addition due to an error in estimating a Participant's Compensation for a Limitation Year under paragraph 9.1, or as a result of the allocation of forfeitures, the excess will be distributed to the affected Participant in the following order:

(a) Any Voluntary After-tax Contributions plus the investment earnings thereon, to the extent they would reduce the excess, shall be returned to the Participant.

(b) If an excess still exists, the excess will be held either unallocated in a suspense account or forfeited in accordance with the "spillover method" as elected in the Adoption Agreement.

(c) When the suspense account method is used, and the Participant is not covered by the Plan at the end of the Limitation Year, the Plan Administrator will apply the suspense account to reduce future Employer contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year until the Excess Annual Addition is eliminated. If a suspense account is in existence at any time during a Limitation Year, all amounts in the suspense account must be allocated to Participant accounts before any Employer contributions or any Employee contributions may be made to the Plan for that Limitation Year. If a suspense account is in existence at any time during a Limitation Year pursuant to this paragraph, it will not participate in the allocation of investment gains or losses.

Any Excess Annual Addition as determined under paragraph 9.1 above shall be corrected by the use of the Employee Plans Compliance Resolution System or any other correction method permitted by law.

9.4 ***Participation In Multiple Defined Contribution Plans***

The Annual Additions which may be credited to a Participant's account under this Plan for any Limitation Year will not exceed the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under other qualified Defined Contribution Plans, Welfare Benefit funds, individual medical accounts and Simplified Employee Pension Plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated under this Plan 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 Defined Contribution Plans and Welfare Benefit funds in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's account under this Plan for the Limitation Year. Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in paragraph 9.1. As soon as administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year. If the Participant is covered under another qualified Defined Contribution Plan maintained by the Employer, Annual Additions which may be credited to the Participant's account under this Plan for any Limitation Year will be limited in accordance with this paragraph unless the Employer specifies other limitations in the Adoption Agreement.

9.5 ***Disposition Of Excess Annual Additions Under Two Plans***

If a Participant's Annual Additions under this Plan and such other plans as described in the preceding paragraph would result in an Excess Annual Additions for a Limitation Year due to an error in estimating a Participant's Compensation for a Limitation Year under paragraph 9.4 or as a result of forfeitures, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated except that Annual Additions attributable to a Simplified Employee Pension Plan will be deemed to have been allocated first and then Annual Additions to a Welfare Benefit Fund or individual medical account as defined in Code Section 415(l)(2) will be deemed to have been allocated next regardless of the actual Allocation Date. If an Excess Annual Addition was allocated to a Participant on a Valuation or Allocation Date of this Plan that coincides with a valuation or allocation date of another plan, the Excess Annual Additions attributed to this Plan will be the product of:

(a) the total Excess Annual Additions allocated as of such date, times

(b) the ratio of:

(1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan, to

(2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Defined Contribution Plans.

Any Excess Annual Additions attributed to this Plan will be disposed of in the manner described in paragraph 9.3.

ARTICLE X

ADMINISTRATION

10.1 ***Plan Administrator***

The Plan shall be administered by the Plan Administrator who shall have the authority to enforce the Plan on behalf of any persons having or claiming any interest under the Plan and who shall be responsible for the operation of the Plan in accordance with its terms. The Plan Administrator shall determine by rules of uniform application all questions arising out of the administration, interpretation and application of the Plan which determination(s) shall be conclusive and binding on all parties. The Employer will serve as Plan Administrator unless an individual or other entity (excluding the Trustee or Custodian, unless they are the Employer sponsoring the Plan) is named to serve in such capacity. The Plan Administrator may appoint or allocate the duties of the Plan Administrator among several individuals or entities. The Plan Administrator's duties shall include:

(a) appointing the Plan's attorney, accountant, Service Provider, actuary, or any other party needed to administer the Plan;

(b) directing the appropriate party with respect to payments from the Trust;

(c) communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures;

(d) maintaining all necessary records for the administration of the Plan, nondiscrimination testing, and filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;

(e) reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer under paragraph (a);

(f) establishing a funding policy and investment objectives consistent with the purposes of the Plan;

(g) construing and resolving any question of Plan interpretation and questions of fact. The Plan Administrator's interpretation of Plan provisions and resolution of questions of facts including eligibility and amount of benefits under the Plan is final and unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review;

(h) monitoring the activities of the Trustee and the performance of, and making changes when necessary to, the portfolio of the Plan;

(i) obtaining a legal determination of the qualified status of all domestic relations orders and complying with the requirements of the law with regard thereto;

(j) administering any loan program including ensuring that any and all loans made by the Plan are in compliance with the requirements of the Internal Revenue Code and the Regulations issued thereunder;

(k) determining from the records of the Employer, the Compensation, Service, records, status, and the other facts regarding Participants and Employees;

(l) selecting the insurer to provide any life insurance policy to be purchased for any Participant hereunder; and

(m) the right to employ others, including legal counsel who may, but need not, be counsel to the Employer, to render advice regarding any questions which may arise with respect to its rights, duties and responsibilities under the Plan, and may rely upon the opinions or certificates of any such person.

10.2 ***Persons Serving As Plan Administrator***

If the Employer is no longer in existence, and the Plan or the Employer does not specify the person to take an action or otherwise serve in the place of the Employer in connection with the operation of the Plan, the Plan Administrator shall so act or serve, but if there is no person serving as Plan Administrator, then a successor shall be designated in writing by a majority of Participants whose accounts under the Plan have not yet been fully distributed at such time. A majority of the legally competent Beneficiaries of a deceased Participant then entitled to receive benefits may exercise a deceased Participant's right to participate in that designation and shall be considered for that purpose to be one Participant, in the Participant's place.

10.3 ***Action By Employer***

Any action required of the Employer under the Plan shall be executed by the sole proprietor (if the Employer is a sole proprietorship), by a general partner or member of the Employer (if the Employer is a partnership or limited liability company), or by the board of directors or a duly authorized officer of the Employer (if the Employer is a corporation or

other similarly organized business entity). If the Employer is no longer in existence, and the Plan does not specify the person to take an action, or otherwise serve in the place of the Employer in connection with the operation of the Plan, the Plan Administrator shall so act or serve, but if there is no person serving as Plan Administrator, such action shall be taken by a person selected following the approach referred to in paragraph 10.2. The Trustee and/or Custodian shall have no responsibility for inquiring into the authority of any person purporting to act on behalf of an Employer and shall not assume any such responsibility.

10.4 ***Responsibilities Of The Parties***

(a) The Employer and the Plan Administrator shall cooperate with each other in all respects, including the provision to each other of records and other information relating to the Plan, as may be necessary or appropriate for the proper operation of the Plan or as may be required under the Code.

(b) The Plan Administrator may delegate in writing all or any part of the Plan Administrator's responsibilities under the Plan to agents or others by written agreement communicated to the delegate and to the Employer or, if the Employer is no longer in existence, to such person or persons selected following the approach in paragraph 10.2 and, in the same manner, may revoke any such delegation of responsibility. Any action of a delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if the Plan Administrator had taken such action. The delegate shall have the right, in such person's sole discretion, by written instrument delivered to the Plan Administrator, to reject and refuse to exercise any such delegated authority. The Trustee and/or Custodian need not act on instructions of such a delegate despite any knowledge of such delegation, but may require the Plan Administrator to directly provide all instructions necessary under the Plan.

(c) Unless otherwise provided in a separate Trust agreement, responsibility with respect to the investment of the Trust shall be as elected in the Adoption Agreement. The Trustee and/or Custodian shall invest the amounts allocated to Participants' accounts pursuant, as applicable, to the elections in the Adoption Agreement, Articles X and XI and/or in accordance with investment directions from authorized parties as provided hereunder.

(d) The Trustee and/or Custodian (or other agent appointed for this purpose) may act upon receipt of directions (including without limitation, directions pursuant to a voice response system, facsimile or other electronic or mechanical means). The Trustee and/or Custodian shall be fully protected and will incur no liability for doing so.

10.5 ***Promulgating Notices And Procedures***

The Employer and Plan Administrator are given the power and responsibility to promulgate certain written notices, policies and/or procedures under the terms of the Plan and disseminate same to the Participants, and the Plan Administrator may satisfy such responsibility by the preparation of any such notice, policy and/or procedure in a written form which can be published and communicated to a Participant in one or more of the following ways:

(a) by distribution in hard copy;

(b) through distribution of a summary plan description or summary of material modifications thereto which sets forth the policy or procedure with respect to a right, benefit or feature offered under the Plan;

(c) by e-mail, either to a Participant's personal e-mail address or his or her Employer-maintained e-mail address; and

(d) by publication on a web-site accessible by the Participant, provided the Participant is notified of the web-site publication. Any notice, policy and/or procedure provided through an electronic medium will only be valid if the electronic medium which is used is reasonably designed to provide the notice, policy and/or procedure in a manner no less understandable to the Participant than a written document, and under such medium, at the time the notice, policy and/or procedure is provided, the Employee may request and receive the notice, policy and/or procedure on a written paper document at no charge.

Effective January 1, 2007, any "applicable notice" (as defined in Regulation Section 1.401(a) – 21(e)(1)) provided to Participants through an electronic medium must also meet the following requirements:

(a) The electronic system must be designed to alert the Participant, at the time an applicable notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice) and provide any instructions needed to access the notice, in a manner that is readily understandable;

(b) The electronic record of any applicable notice must be maintained in a form that is capable of being retained and accurately reproduced for later reference.

The electronic medium used to provide an applicable notice must be a medium that the Participant has the effective ability to access. In addition, at the time the applicable notice is provided, the Participant must be advised that he or

she may request or receive the applicable notice on a written paper document at no charge, and, upon request, the applicable notice must be provided to the recipient at no charge.

Use of Electronic Media for Participant Elections. A Participant Election (as defined in Regulation Section 1.401(a)-21(e)(6)) may be made using an electronic medium, and will be treated as being provided in writing or in written form, only if the following requirements are satisfied:

(a) Effective ability to access. The electronic medium under an electronic system used to make a Participant Election must be a medium that the person who is eligible to make the election is effectively able to access.

(b) Authentication. The electronic system used in making Participant Elections is reasonably designed to preclude any person other than the appropriate individual from making the election.

(c) Opportunity to review. The electronic system used in making Participant Elections provides the person making the Participant Election with a reasonable opportunity to review, confirm, modify, or rescind the terms of the election before the election becomes effective.

(d) Confirmation of action. The person making the Participant Election receives, within a reasonable time, a confirmation of the effect of the election under the terms of the plan or arrangement through either a written paper document or an electronic medium under a system that satisfies the requirements of either paragraph (b) or (c) of Regulation Section 1.401(a)-21 (as if the confirmation were an applicable notice).

In the case of a Participant Election which is required to be witnessed by a Plan representative or a notary public, the signature of the individual making the Participant Election must be witnessed in the physical presence of a plan representative or a notary public.

An electronic notarization acknowledging a signature (in accordance with Section 101(g) of E-SIGN and State law applicable to notary publics) may be permitted by the Plan if the signature of the individual is witnessed in the physical presence of a notary public.

10.6 ***Appointment Of Investment Manager***

Unless otherwise provided in a separate Trust or investment policy agreement, the Employer or its designate shall make the appointment of an investment manager in accordance with this Article. If an investment manager is appointed, such entity or individual must be registered directly or indirectly as an investment manager under the Investment Advisors Act of 1940 or under applicable state law, or be a bank as defined in said Act or an insurance company qualified under the laws of more than one state to perform investment management services. An investment manager shall acknowledge in writing its appointment and fiduciary status hereunder and shall agree to comply with all applicable provisions of this document. The Employer, Plan Administrator, Trustee and any properly appointed investment manager may execute a written agreement which shall be incorporated by reference into the Plan which delineates the duties, responsibilities and any liabilities of the investment manager with respect to any part of the Trust Fund which the Employer manages. The investment manager shall have the investment powers granted the Trustee in paragraph 11.8 except to the extent the investment manager's powers are limited by the investment management agreement. A copy of the investment management agreement (and any modifications or termination thereof) must be provided to the Trustee or Custodian (in the instance where there in not Trustee). Written notice of each appointment of an investment manager shall be given to the Trustee or Custodian (in the instance where there is no Trustee) in advance of the effective date of the appointment. Such notice or agreement shall specify what portion of the Trust Fund will be subject to the investment manager's discretion.

10.7 ***Participant Investment Direction***

If elected by the Employer in the Adoption Agreement, Participants shall be given the option to direct the investment of such part of their account balances as specified therein. The Employer from time to time shall select the investments to be made available, including the appointment of any investment manager to manage the assets of any Participant's account. The Employer, independent of the Trustee, shall be responsible for reviewing the performance of such investments. The following administrative procedures shall apply to the administration of investments selected by the Employer or the Employer's designated fiduciary:

(a) The Plan Administrator shall administer the program.

(b) At the time an Employee becomes eligible for the Plan, he or she shall provide the Plan Administrator an investment designation stating the percentage of his or her contributions to be invested in the available investments.

(c) A Participant may change his or her election with respect to future contributions by notifying the Employer, or if agreed upon, Trustee and/or Custodian or other Service Provider, as they shall mutually agree, in accordance with the procedures established by the Plan Administrator.

(d) A Participant may transfer or exchange his or her balance from one investment alternative to another by notifying the Employer, Trustee and/or Custodian or other Service Provider, as they shall mutually agree, in accordance with the procedures established by the Plan Administrator.

(e) The investment alternatives offered under the Plan may be limited. Investments may be restricted to specific investment alternatives selected, including but not limited to, certain mutual funds, investment contracts, collective funds or deposit accounts. If investments outside the alternatives selected are permitted, Participants may not direct that investments be made in collectibles other than U.S. Government or state issued gold and silver coins.

(f) The Plan Administrator may permit a Beneficiary of a deceased Participant or alternate payee under a Qualified Domestic Relations Order [as defined in Code Section 414(p)] to individually direct their account in accordance with this paragraph.

(g) Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian cannot provide any guarantee of the timing of processing of any investment directive. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian reserve the right not to value an investment alternative or a Participant's account on any given Valuation Date for any reason deemed appropriate by the Employer or Plan Administrator. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian further reserve the right to delay the processing of any investment transaction for any legitimate business reason including but not limited to 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 its errors or omissions or the errors or omissions of any Service Provider.

(h) Notwithstanding the foregoing, and regardless of a Participant's authority to direct the investment of assets allocated to his or her account, the Employer is authorized and empowered to direct the Trustee to invest funds in short term investments pending other investment instructions by the Plan Administrator.

(i) If the Plan permits Participants the right to reallocate their contributions to a different fund and to transfer contributions into and out of investments provided under the Plan, subject to possible restrictions on these types of transactions. The Plan Administrator may decline to implement investment directives where it in its sole discretion deems it appropriate (for example, directive may be declined for excessive trading, market timing, or for any other legitimate reason where the Plan Administrator believes that it would be imprudent to implement the directive). The Plan Administrator has the power to adopt such rules and procedures to govern all Participant elections and directions under the terms of the Plan.

(j) All investment designations made by Participants are to be made subject to and in accordance with such rules or procedures as the Plan Administrator shall adopt. Any such rules or procedures when properly executed in a written document, will be deemed incorporated in this Plan. The rules or procedures therein may be modified or amended by the Plan Administrator without the necessity of amending this paragraph: however, any such modification must be communicated to Participants in a manner described in paragraph 10.5. Notwithstanding the foregoing: (1) a summary plan description or summary of material modifications in which the rules or procedures which describe investment designations are outlined shall be considered a separate written document sufficient to satisfy the requirements of this paragraph; and (2) any rules or procedures established under this paragraph must be applied in a uniform nondiscriminatory manner.

10.8 ***Participant Loans***

Unless otherwise provided in a separate loan policy or Trust agreement, and if permitted by the Employer in the Adoption Agreement, a Plan Participant and Beneficiaries who are parties-in-interest may make application to the Plan Administrator requesting a loan from the Plan. The Plan Administrator shall have the sole right to approve or deny a Participant's application provided that loans shall be made available to all Participants on a reasonably equivalent basis. Any loan granted under the Plan shall be made in accordance with the terms of a written loan policy adopted by the Employer which is hereby incorporated by reference and made a part of this Basic Plan Document. The loan policy may be amended in writing from time to time without the necessity of amending this paragraph and shall be subject to the following rules to the extent such rules are not inconsistent with such loan policy.

(a) No loan, when aggregated with any outstanding loan(s) to the Participant, shall exceed the lesser of (i) $50,000 reduced by the excess, if any, of the Participant's highest outstanding balance of all loans on any day during the one (1) year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the Participant's loan is made or (ii) one-half of the fair market value of the Participant's Vested Account Balance consisting of contributions as specified in the loan policy. An election may be made in the loan policy, that if the Participant's Vested Account Balance is $20,000 or less, the maximum loan shall not exceed the lesser of $10,000 or 100% of the Participant's Vested Account Balance. For the purpose of the above limitation, all loans from all plans of the Employer and other members of a group of employers described in Code Sections 414(b),

414(c), and 414(m) are aggregated. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

(b) All applications must be in accordance with procedures adopted by the Plan Administrator.

(c) Any loan shall bear interest at a rate reasonable at the time of application, considering the purpose of the loan and the rate being charged by representative commercial banks in the local area for a similar loan unless the Plan Administrator sets forth a different method for determining loan interest rates in its written loan procedures. The loan agreement shall also provide that the payment of principal and interest be amortized in level payments not less frequently than quarterly.

(d) The term of such loan shall not exceed a period of five (5) years except in the case of a loan for the purpose of acquiring any house, apartment, condominium, or mobile home that is used or is to be used within a reasonable time as the principal residence of the Participant. The Plan Administrator in accordance with the Plan's loan policy shall determine the term of such loan.

(e) The principal and interest paid by a Participant on his or her loan shall be credited to the Plan in the same manner as for any other Plan investment. Unless otherwise provided in the loan policy, loans will be treated as segregated investments of the individual Participant on whose behalf the loan was made. This provision is not available if its election will result in discrimination in the operation of the Plan.

(f) If the Plan Administrator approves a Participant's loan request, it shall be evidenced by a note, loan agreement, and assignment of up to 50% of his or her interest in the Trust as collateral for the loan.

(g) Notwithstanding any other provision of this Plan, the portion of the Participant's Vested Account Balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than 100% of the Participant's Vested Account Balance (determined without regard to the preceding sentence) is payable to the Surviving Spouse, then the account balance shall be adjusted by first reducing the Vested Account Balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the Surviving Spouse.

(h) Any loan made hereunder shall be subject to the provisions of a loan agreement, promissory note, security agreement, payroll withholding authorization and, if applicable, financial disclosure. Such documentation may contain additional loan terms and conditions not specifically itemized in this section provided that such terms and conditions do not conflict with this section. Such additional terms and conditions may include, but are not limited to, procedures regarding default, a grace period for missed payments, and acceleration of a loan's maturity date on specific events such as termination of employment.

(i) Liquidation of a Participant's assets for the purpose of the loan will be allocated on a pro-rata basis across all the investment alternatives in a Participant's account, unless otherwise specified by the Participant, Plan Administrator, or the Plan's loan policy.

(j) If the Plan Administrator approves a request for a loan, funds shall be withdrawn from the recordkeeping subaccounts specified by the Participant or in the absence of such a specification, from the recordkeeping subaccounts in the order specified in the loan policy.

(k) If a Plan permits loans to Participants, the Trustee and/or Custodian may appoint the Employer as its agent, and if the Employer accepts such appointment, agree to hold all notes and other evidence of any loans made to Participants. If provided in the loan policy, the Plan Administrator may also require additional collateral in order to adequately secure the loan. The Employer shall hold such notes and evidence under such conditions of safekeeping as is prudent. The Trustee and/or Custodian may account for all loans in the aggregate so that all Participant loans will be shown collectively as a single asset of the Plan.

(l) Unless otherwise elected in the Adoption Agreement, loan payments shall be suspended under this Plan during periods of military service, as permitted under Code Section 414(u).

10.9 ***Insurance Policies***

If elected by the Employer in the Adoption Agreement and agreed to by the Trustee or Custodian, Participants may purchase life insurance policies under the Plan. Any life insurance premium paid for any Participant out of the Employer contributions will be made on behalf of the Participant unless the amount of such payment, plus all premiums previously paid on behalf of such Participant is (a) with respect to ordinary life insurance policies, which may be contracts with both non-decreasing death benefits and non-increasing premiums, less than 50% of the Employer Contributions and forfeitures allocated to the Participant's account determined on the date the premium is paid, (b) with respect to term and universal life policies and all other life insurance contracts which are not ordinary life, less than 25% of such allocation amounts, or (c) a combination of ordinary life and term and/or universal life

insurance policies are purchased, the sum of the term and universal life insurance premiums plus one-half of the ordinary life premiums may not exceed 25% of such amounts allocated. Dividends received on life insurance policies shall be considered a reduction of premiums paid in such computations. If the Plan established is a profit-sharing plan, the incidental insurance benefit requirement is not applicable if the Plan purchases life insurance benefits from only Employer contributions which have been allocated to the Participant's account for at least two (2) years.

(a) The Employer or its agent shall select the insurance company and the policy and direct the Trustee or Custodian, as applicable, to purchase the insurance contract. Such direction shall include but not be limited to the term, price and the insurance company from which the policy should be purchased.

(b) The Trustee or Custodian, as applicable, shall apply for and will be the owner of any insurance contract and named beneficiary of any policies purchased under the terms of this Plan. The insurance contract(s) must provide that proceeds will be payable to the Trustee or Custodian, as applicable, however the Trustee or Custodian shall be required to pay over all the proceeds of the contract(s) to the Participant's designated Beneficiary in accordance with the distributions provisions of this Plan. A Participant's Spouse will be the designated Beneficiary of the proceeds in all circumstances unless an election has been made. Under no circumstances shall the Trust or custodial account, as applicable, retain any part of the proceeds. In the event of any conflict between the terms of this Basic Plan Document and the terms of any insurance contract purchased hereunder, these Plan provisions shall control. The Beneficiary of a deceased Participant shall receive, in addition to the proceeds of the Participant's policy or policies, the amount credited to such Participant's account.

(c) A Participant who is uninsurable or insurable at substandard rates may elect to receive a reduced amount of insurance, if available, or may waive the purchase of any insurance.

(d) All dividends or other returns received on any policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Trust as part of the account of the Participant for whom the policy is held.

(e) If Employer contributions are inadequate to pay all premiums on all insurance policies, the Trustee or Custodian may, at the option of the Employer, utilize other amounts remaining in each Participant's account to pay the premiums on his or her respective policy or policies, allow the policies to lapse, reduce the policies to a level at which they may be maintained, or borrow against the policies on a prorated basis, provided that the borrowing does not discriminate in favor of the policies on the lives of highly compensated employees.

(f) The Employer may discontinue the investment in life insurance policies at any time. If the Plan provides for Participant directed investments, life insurance as an investment option may be eliminated by the Plan Administrator. Where life insurance investment options are being discontinued, the Plan Administrator in its sole discretion, may offer to sell the insurance policies to the Participant, or to another person, provided the prohibited transaction exemption requirements of the Department of Labor are satisfied. Such payment shall be credited to the Participant's account for distribution under the terms of the Plan.

(g) The Employer shall be solely responsible to ensure the insurance provisions are administered properly and that if there is any conflict between the provisions of this Plan and any insurance contracts issued, the terms of this document will control.

(h) Notwithstanding the above, in profit-sharing plans, the limitations imposed herein with respect to the purchase of life insurance shall not apply to any Participant who has participated in this Plan for five (5) or more years or to the portion of a Participant's Vested Account Balance that would be eligible for withdrawal under paragraph 6.8 (whether or not in-service withdrawals are actually allowed under the Plan) that has accumulated for at least two (2) Plan Years. No amount of Qualified Voluntary Contributions made to the Plan may be used to purchase life insurance. In addition, under such Plans, a Participant may, subject to the limitations set forth in this subparagraph, elect to have "key man" life insurance purchased on the life of any Participant who is considered essential to the success of the Employer's business. In such case, the proceeds of such a life insurance contract in excess of such contract's cash value as of the date of death of such insured shall be paid to the Beneficiaries named with respect to such contract. The cash value of the contract shall be added to the Participant's Vested Account Balance.

(i) No insurance contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one (1) year of the contribution.

(j) If this Plan is funded by group annuity contracts, under the group annuity contract, premiums or other consideration received by the insurance company must be allocated to Participants' accounts under the Plan.

10.10 ***Determination Of Qualified Domestic Relations Order (QDRO Or Order)***

Unless otherwise provided in a separate Trust agreement or other separate written document such as the Plan's QDRO Procedures, or the Plan Administrator determines otherwise, a domestic relations order shall state all of the following in order to be deemed a Qualified Domestic Relations Order ("QDRO"):

(a) The name and last known mailing address (if any) of the Participant and of each alternate payee covered by the QDRO. However, if the QDRO does not specify the current mailing address of the alternate payee, but the Plan Administrator has independent knowledge of that address, the QDRO will still be valid.

(b) The dollar amount or percentage of the Participant's benefit to be paid by the Plan to each alternate payee, or the manner in which the amount or percentage will be determined.

(c) The number of payments or period for which the order applies.

(d) The specific Plan (by name) or account to which the domestic relations order applies.

The domestic relations order shall not be deemed a QDRO if it requires the Plan to provide:

(e) any type or form of benefit or any option not already provided for in the Plan;

(f) increased benefits or benefits in excess of the Participant's vested rights;

(g) payment of benefits to an alternate payee which are required to be paid to another alternate payee under another QDRO.

Upon receipt of a domestic relations order ("Order") which may or may not be "qualified", the Plan Administrator shall notify the Participant and any alternate payee(s) named in the Order of such receipt, and forward either a copy of this paragraph or other written QDRO policies and procedures. The Plan Administrator shall establish written procedures to establish the qualified status of a domestic relations order, which may include forwarding the Order to the Plan's legal counsel for an opinion as to whether or not the Order is in fact "qualified" as defined in Code Section 414(p). Within a reasonable time after receipt of the Order, the Plan Administrator shall make a determination as to its "qualified" status and the Participant and any alternate payee(s) shall be promptly notified in writing of the determination.

If the Order is not qualified or the status is not resolved within eighteen (18) months beginning with the date the first payment would have to be made under the Order, the Plan Administrator shall pay the segregated amounts plus interest to the person(s) who would have been entitled to the benefits had there been no Order. If a determination as to the qualified status of the Order is made after the eighteen (18) month period described above, then the Order shall only be applied on a prospective basis. If the Order is determined to be a QDRO, the Participant and alternate payee(s) shall again be notified promptly after such determination. Once an Order is deemed a QDRO, the Plan Administrator shall pay to the alternate payee(s) all the amounts due under the QDRO, including segregated amounts plus earnings, if any, which may have accrued during a dispute as to the Order's qualification, in accordance with the terms of the QDRO.

The costs of administering the Plan may be shared between Participants and the Employer. In addition to other administrative costs may be deducted from your contributions or accounts. These additional costs fees associated with the qualification of a domestic relations order may be charged back to the Participant and/or Alternate Payee. The Plan Administrator will notify the parties involved of any costs that are charged to a Plan Account in the operation of the Plan.

10.11 ***Receipt And Release For Payments***

Unless otherwise provided in a separate Trust agreement, any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan shall be in full satisfaction of all claims hereunder against the Trustee, Employer or Plan Administrator each of whom may require such Participant, legal representative, Beneficiary, guardian or committee as a condition prior to such payment, to execute a receipt and release in such form as shall be determined by the Trustee, Employer or Plan Administrator.

10.12 ***Resignation And Removal***

Unless otherwise provided in a separate Trust agreement, an individual serving as Plan Administrator may resign by giving written notice to the Employer, or if the Employer is no longer in existence, to the Trustee and/or Custodian, as applicable not less than thirty (30) days before the effective date of the individual's resignation. The Plan Administrator may be removed with or without cause by the Employer upon thirty (30) days prior written notice to the Plan Administrator, or if the Employer is no longer in existence, by a majority of the Participants and Beneficiaries

following the procedure referred to in paragraph 10.2. A notice period provided for in this paragraph 10.12 may be waived or reduced if acceptable to the parties involved. The Employer, if in existence, shall be the successor Plan Administrator, or the Employer may appoint a successor to a person who has resigned or been removed as Plan Administrator, but if the Employer is no longer in existence, the appointment shall be made by a majority of the Participants and Beneficiaries following the procedure referred to in paragraph 10.2. When the Plan Administrator's resignation or removal becomes effective, the Plan Administrator shall perform all acts necessary to transfer all relevant records to its successor. A successor Plan Administrator shall have all the rights and powers and all of the duties and obligations of the original Plan Administrator but shall have no responsibility for acts or omissions that occurred before the successor became Plan Administrator.

10.13 ***Claims And Claims Review Procedure***

Unless otherwise provided in a separate written document attached hereto, the procedures in this Section will be the sole and exclusive remedy for an Employee, Participant or Beneficiary ("Claimant") to make a claim for benefits under the Plan. All claims determinations made by the Plan Administrator will be made in accordance with the provisions of this paragraph and the Plan, and will be applied consistently to similarly situated Claimants.

(a) ***Written Claim –*** A Claimant, or the Claimant's duly authorized representative, may file a claim for a benefit to which the Claimant believes that he or she is entitled under the Plan. Any such claim must be filed in writing with the Plan Administrator.

(b) ***Denial Of Claim –*** The Plan Administrator, in its sole and complete discretion, will make all initial determinations as to the right of any person to benefits. If the claim is denied in whole or in part, the Plan Administrator will send the Claimant a written or electronic notice, informing the Claimant of the denial. The notice must be written in a manner calculated to be understood by the Claimant and must contain the following information: the specific reason(s) for the denial; a specific reference to pertinent Plan provisions on which the denial is based; if additional material or information is necessary for the Claimant to perfect the claim, a description of such material or information and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review (i.e., appeal) procedures, the time limits applicable to such procedures, and Claimant's right to request arbitration if the claim denial is upheld in whole or in part on appeal. Written or electronic notice of the denial will be given within a reasonable period of time [but no later than ninety (90) days] from the date the Plan Administrator receives the claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial ninety (90) day period. If an extension is necessary, prior to the expiration of the initial ninety (90) day period, the Plan Administrator will send the Claimant a written notice indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision.

(c) ***Request for Appeal –*** If the Plan Administrator denies a claim in whole or in part, the Claimant may elect to appeal the denial. If the Claimant does not appeal the denial pursuant to the procedures set forth herein, the denial will be final, binding and unappealable. A written request for appeal must be filed by the Claimant (or the Claimant's duly authorized representative) with the Plan Administrator within sixty (60) days after the date on which the claimant receives the Plan Administrator's notice of denial. If a request for appeal is timely filed, the Claimant will be afforded a full and fair review of the claim and the denial. As part of this review, the Claimant may submit written comments, documents, records, and other information relating to the claim, and the review will take into account all such comments, documents, records, or other information submitted by the Claimant, without regard to whether such information was submitted or considered in the Plan Administrator's initial benefit determination. The Claimant also may obtain, free of charge and upon request, records and other information relevant to the claim, without regard to whether such information was relied upon by the Plan Administrator in making the initial benefit determination.

(d) ***Review of Appeal –*** The Plan Administrator will determine, in its sole and complete discretion, whether to uphold all or a portion of the initial claim denial. If, on appeal, the Plan Administrator determines that all or a portion of the initial denial should be upheld, the Plan Administrator will send the Claimant a written or electronic notice informing the Claimant of its decision to uphold all or a portion of the initial denial, written in a manner calculated to be understood by the Claimant and containing the following information: the specific reason(s) for the denial; a specific reference to pertinent Plan provisions on which the denial is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents and other information relevant to the claim; and an explanation of the Claimant's right to request arbitration and the applicable time limits for doing so. Written or electronic notice will be given within a reasonable period of time (but no later than sixty (60) days) from the date the Plan Administrator receives the request for appeal, unless special circumstances require an extension of time for reviewing the claim, but in no event may the extension exceed sixty (60) days from the end of the initial sixty (60) day period. If an extension is necessary, prior to the expiration of the initial sixty (60) day period, the Plan Administrator will send the Claimant a written notice, indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision.

(e) ***Alternative Time for an Appeal to be Decided –*** Notwithstanding paragraph (d), if the Plan Administrator holds regularly scheduled meetings on a quarterly or more frequent basis, the Plan Administrator may make its determination of the claim on appeal at its next regularly scheduled meeting if the Plan Administrator receives the written request for appeal more than thirty (30) days prior to its next regularly scheduled meeting or at

the regularly scheduled meeting immediately following the next regularly scheduled meeting if the Plan Administrator receives the written request for appeal within thirty (30) days of the next regularly scheduled meeting. If special circumstances require an extension, the decision may be postponed to the third regularly scheduled meeting following the Plan Administrator receipt of the written request for appeal if, prior to the expiration of the initial time period for review, the Claimant is provided with written notice, indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision. If the extension is required because the Claimant has not provided information that is necessary to decide the claim, the Plan Administrator may suspend the review period from the date on which notice of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

10.14 ***[Reserved]***

10.15 ***Special Rules For The Application Of The Provisions Of The Katrina Emergency Tax Relief Act Of 2005 (KETRA) And The Gulf Opportunity Zone Act Of 2005 (GOZA)***

If applicable, the Plan Sponsor is authorized to comply with the provisions of KETRA, GOZA and any otherwise applicable IRS and DOL guidance and is deemed to have retroactively amended its Plan to comply with applicable law and regulation. The following provisions shall apply to participant loans made to qualified Plan Participants whose principal residence was in a federally proclaimed disaster area affected by Hurricane Katrina, Hurricane Rita or Hurricane Wilma, and as a result of any or all of such Hurricanes incurred an economic loss. For purposes of these provisions, such rules will apply to participant loans that are granted at any time on or after August 25, 2005 and before December 31, 2006, with respect to Hurricane Katrina, at any time on or after December 21, 2005 and before December 31, 2006, with respect to Hurricane Rita, and at any time on or after December 21, 2005 and before December 31, 2006, with respect to Hurricane Wilma.

(a) For participant loans made to Plan Participants eligible for KETRA or GOZA relief during the foregoing periods, the maximum permissible dollar limit for participant loans is increased from $50,000 to $100,000.

(b) In calculating the maximum available loan amount available for a Plan Participant eligible for KETRA or GOZA relief, the entire present value of the Participant's Vested Account Balance under the Plan shall be used.

(c) In the event a Participant who is eligible for relief under KETRA or GOZA had an outstanding participant loan as of August 25, 2005 with respect to Hurricane Katrina, September 23, 2005 with respect to Hurricane Rita, or October 23, 2005 with respect to Hurricane Wilma, and the current maturity date of such participant loan is on or before December 31, 2006, the applicable maturity date of such participant loan shall be extended for one (1) year. Repayment amounts of such affected participant loans shall be adjusted to take into account the extension and additional interest accruing during such extension. For purposes of this relief, the extension period shall be disregarded in determining the five-year period under Code Section 72.

(d) Additionally, the Plan could have provided for special hurricane–related loans to Plan Participants who lived or worked in the Hurricane Katrina disaster area that qualified for individual relief from the Federal Emergency Management Agency. Similar relief is not available for Hurricanes Rita and Wilma. These special loans could also have been made available to Plan Participants residing outside the disaster area if they had a child, parent, grandparent or other dependent that lived or worked in the disaster area. These loans are subject to and must satisfy the requirements of Code Section 72(p). The increase in the loan limit to $100,000 as specified in (1) above did not apply to these loans.

ARTICLE XI
TRUST PROVISIONS

11.1 ***Establishment Of The Trust***

(a) The Employer shall appoint within the Adoption Agreement an individual(s), institution or other party to serve as Trustee or Custodian (if applicable) of the Plan. The Employer may execute a separate trust or custodial agreement outlining the Trustee's or Custodian's duties and responsibilities that shall be incorporated by reference and made part of this Basic Plan Document. Unless otherwise indicated in the ancillary agreement, no such ancillary agreement may conflict with any provision(s) of this document. Any provision that would jeopardize the tax-qualified status of this Plan shall be null and void. Unless otherwise elected in the Adoption Agreement, the Trust and/or Custodial provisions of this Article XI and Article X, as applicable, of the Basic Plan Document together with any such ancillary agreement shall be operative. Any reference in the Plan to a Trustee is also a reference to a Custodian and where the context of the Plan dictates a limitation of the Trustee's liability by Plan provision also constitute a limitation of the Custodian's liability.

(b) The Employer establishes with the Trustee a Trust Fund which shall consist of all money and property received under Articles III and IV of this document, increased by any income on or increment in such value of assets and decreased by any investment loss, expense, benefit payment, withdrawal or other distribution by the Trustee in accordance with the provisions of the Plan. The Trustee and/or the Custodian shall hold the Trust Fund without distinction between principal and income. The Trust Fund will be held, invested, reinvested and administered by the Trustee in accordance with this Article and any ancillary documents as provided for in this Article.

(c) The term "Trust Fund" shall be construed to apply to custodial account(s), annuity contract(s) or other contract(s) which shall be treated as a qualified trust pursuant to Code Section 401(f).

11.2 ***Control Of Plan Assets***

The assets of the Trust or evidence of ownership shall be held by the Trustee and/or the Custodian under the terms of the Basic Plan Document. If the assets represent amounts transferred from another trustee or custodian under a former plan, the Trustee and/or Custodian named hereunder shall not be responsible for any actions of the prior fiduciary including the propriety of any investment decision made by the prior trustee or custodian, as applicable, under any prior plan. Instead, the Employer shall be responsible for such actions.

11.3 ***Discretionary Trustee***

If the Employer elects in the Adoption Agreement, or otherwise appoints the Trustee to act in the capacity of discretionary Trustee, the Trustee shall invest the Trust in accordance with the Plan's investment policy statement and the investment alternatives permitted at paragraph 11.8 herein. The Trustee will have the discretion and authority to invest, manage and control those Plan assets except those assets which are subject to the investment direction of the Employer, a Participant (if Participant direction is permitted), or an investment manager, or other agent properly appointed by the Employer. The exercise of any investment direction hereunder shall be consistent with the investment policy of the Plan. The Trustee may also perform custodial functions for the Trust with respect to Plan assets the Trustee does not manage, to the extent agreed to between the Trustee and the Employer, if the Trustee is appointed Custodian for some or all of such assets in accordance with the terms of the Plan. The Trustee may execute any additional documents, as required, which shall be treated as an addendum to this Basic Plan Document. No such agreement may conflict with any provision nor shall any provision in such an agreement jeopardize the tax-qualified status of the Plan. Any such provision shall be null and void. The Trustee's administrative duties shall be limited to those agreed to between the parties. The Employer or its designate shall be responsible for other administrative duties required under the Plan or by applicable law.

11.4 ***Nondiscretionary Trustee***

If the Employer elects in the Adoption Agreement or as otherwise agreed to in writing, the Trustee may act in the capacity of a nondiscretionary Trustee. In this capacity, the Trustee shall have no discretionary authority to invest, manage or control Plan assets and is authorized solely to make and hold investments only as directed pursuant to paragraph 10.4. The nondiscretionary Trustee shall have the same rights, powers and duties as the discretionary Trustee but exercises such authority in accordance with the direction of the party which has the authority to manage and control the investment of Plan assets. If directions are not provided to the Trustee, the Employer will provide such necessary direction.

11.5 ***Provisions Relating To Individual Trustees***

(a) Notwithstanding any other provisions of the Plan to the contrary, the provisions of this paragraph shall apply if one (1) or more individuals are named as Trustee(s) in the Adoption Agreement and shall not apply to any institutional Trustee named in the Adoption Agreement.

(b) If there shall be more than one (1) individual acting in the capacity of Trustee, they shall act by a majority of their number, unless they unanimously decide that one (1) or more of them may act on the matter or category of matters involved without the approval of the others and they may authorize in writing that one (1) or more

of them shall act on their behalf including but not limited to executing documents and authorizing distributions on behalf of the Trustees.

(c) Any person may rely, without having to make further inquiry, upon instructions appearing to be genuine instructions from any individual serving as Trustee as being the will, intent and action of all individuals so serving if no allocation of duties has been made.

(d) The Trustee shall be paid such reasonable compensation for services as shall from time to time be agreed upon in writing by the Employer and the Trustee, provided that an individual serving as Trustee who already receives full-time Compensation from the Employer shall not receive compensation for serving as such from the Plan.

11.6 ***Investment Instructions***

Any investment directive shall be made in writing or such other form as agreed to by the Employer, Trustee and/or Custodian and the investment manager. In the absence of such directive, cash shall be automatically invested in such investment or investments as the Employer shall select from the investments made available for that purpose unless and until the person or persons responsible for giving directions directs otherwise. Such automatic investment shall be made at regular intervals and pursuant to procedures established by the parties (which procedures may without limitation, provide for more frequent intervals only if uninvested balances exceed a stated amount). Absent a contrary direction in accordance with the preceding provisions of this paragraph 11.6, such instructions regarding the delegation of investment responsibility shall remain in force until revoked or amended in writing. Neither the Trustee nor the Custodian shall be responsible for the propriety of any directed investment made nor shall they be required to consult with or advise the Employer regarding the investment quality of any directed investment held hereunder. If the Employer fails to designate an investment manager, the Trustee shall have full investment management authority as agreed upon in a duly authorized and executed investment management agreement. If the Employer does not issue investment directions with regard to specific assets held in the Trust, the Trustee shall have authority to invest those assets in the Trust in its sole discretion subject to paragraph 11.8. While the Employer may direct the Trustee with respect to Plan investments, the Employer may not:

(a) borrow from the Plan or pledge any of the assets of the Plan as security for a loan,

(b) buy property or assets from or sell property or assets to the Plan,

(c) charge any fee for services rendered to the Plan, or

(d) receive any services from the Plan on a preferential basis.

11.7 ***Fiduciary Standards***

Subject to paragraphs 11.6 and 11.8 hereof, the Trustee, Employer and Custodian, as applicable, shall invest and reinvest principal and income of the Trust in accordance with the funding policy and investment objectives established by the Employer, provided that:

(a) such investments are sufficiently diversified to minimize the risk of large losses,

(b) such investments are made in accordance with the provisions of this Plan and Trust document.

11.8 ***Powers Of The Trustee***

The Trustee shall be responsible for the investment, administration and safekeeping of assets held in the Trust Fund. The Trustee shall have the following duties and responsibilities, in addition to powers given by law:

(a) receive contributions under the terms of the Plan;

(b) implement an investment program based on the Employer's investment policy statement, funding policy and investment objectives;

(c) invest the Trust in any form of property, including common and preferred stocks, exchange-traded covered put and call options, bonds, money market instruments, mutual funds (including funds for which the Trustee receives compensation for providing investment advisory, custody, transfer agency or other services), savings accounts, plan loans, certificates of deposit, securities issued by the U.S. government or by governmental agencies, insurance policies and contracts, or in any other property, real or personal, having a ready market, including securities issued by the Trustee and/or affiliates of the Trustee as permitted by law. The Trustee may invest in time deposits (including, if applicable, its own or those of affiliates) that bear a reasonable interest rate. No portion of any Qualified Voluntary Contribution, or the earnings thereon, may be invested in life insurance contracts or, as with any Participant-directed investment, in tangible personal property characterized by the IRS as a collectible;

(d) to the extent permitted by law, invest any assets of the Trust in a group or collective trust fund established to permit the pooling of funds of separate pension and profit-sharing trusts, provided the Internal

Revenue Service has ruled such group or collective trust to be qualified under Code Section 401(a) and exempt under Code Section 501(a) (or the applicable corresponding provision of any other Revenue Act) or to any other common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, affiliate(s) of the Trustee, the Custodian or investment manager. Such commingling of assets of the Trust with assets of other qualified trusts is specifically authorized, and to the extent of the investment of the Trust in such a group or collective trust, the terms of the instrument establishing the group or collective trust shall be a part hereof as though set forth herein. The Employer may but is not required to specify the name(s) of the group or collective trust fund in an addendum to the Adoption Agreement. The Employer expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation from such collective fund for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund;

(e) for collective investment purposes, combine into one trust fund the Trust created under this Plan with the Trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Vested Account Balance under the Plan(s) in which he is a Participant;

(f) invest up to 100% of the Trust in the common stock, debt obligations, or any other security issued by the Employer or by an affiliate of the Employer within the limitations provided under ERISA Sections 406, 407, and 408, as amended, and further provided that such investment does not constitute a prohibited transaction under Code Section 4975. Any such investment in Employer securities shall only be made upon written direction of the Employer who shall be solely responsible for the propriety of such investment. Additional directives regarding the purchase, sale, retention or valuing of such securities may be addressed in an investment management or trust agreement, which is incorporated by reference. If there are any conflicts between this document and the above referenced agreements, this document shall govern;

(g) hold cash uninvested and deposit the same with any banking or savings institution, including its own banking department or the banking department of an affiliate;

(h) utilize a general disbursement account, i.e., in the form of a demand deposit account and/or time deposit account, for distributions from the Trust, without incurring any liability for payment of interest thereon, notwithstanding the Trustee's receipt of income with respect to float involving the disbursement account;

(i) hold contributions in an omnibus account, i.e., in the form of a demand deposit and/or time deposit account, maintained by the Trustee for up to three (3) business days (or such longer period as may result due to circumstances beyond the Trustee's control), without liability for interest thereon. (The Employer acknowledges that any float earnings associated with the assets held in such omnibus account are retained by the Trustee as part of its compensation for performing services with respect to the allocation of contributions to Participants' accounts);

(j) join in or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties, including those in which it or its affiliates are interested as Trustee, upon such terms as it deems advisable;

(k) hold investments in nominee or bearer form;

(l) exercise all ownership rights including the voting of proxies and the exercise of tender offers but only with respect to assets over which the Trustee has investment management responsibility;

(m) hold, manage and control all property forming part of the Trust Fund and sell, convey, transfer, exchange and otherwise dispose of the same from time to time;

(n) apply for and procure from an insurance company as an investment of the Trust such annuity, or other contracts on the life of any Participant as the Plan Administrator shall deem proper; exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other contracts; and collect, receive, and settle for the proceeds of any such annuity, or other contracts as and when entitled to do so under the provisions thereof;

(o) unless otherwise provided by a directive as described by paragraph 11.6, the Employer will pass through shareholder rights (including voting rights) on Employer securities to Plan Participants. If no directive is provided, the Trustee shall exercise any shareholder rights (including voting rights) with respect to any securities held, but only in accordance with the instructions of the person or persons responsible for the investment of such securities subject to and as permitted by, any applicable rules of the Securities and Exchange Commission and any national securities exchange. Voting rights with respect to shares of registered investment companies held in the Trust shall be directed by the Employer. In the event of any conflict with any other provision of this Article or this Basic Plan Document, the provision of this paragraph shall control. The Employer shall be responsible for preparing

and distributing all required prospectuses for Employer securities and making such materials available to Plan Participants;

(p) retain and employ such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Trustee, in the administration of the Plan, and pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Plan, including the power to employ and retain counsel upon any matter of doubt as to the meaning or interpretation to be placed upon this Plan or any provisions thereof with reference to any question arising in the administration of the Plan or pertaining to the rights and liabilities of the Trustee hereunder. The Trustee in any such event, may rely upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith and shall be released and exonerated of and from all liability to anyone in so doing; and

(q) institute, prosecute and maintain, or defend, any proceeding at law or in equity concerning the Plan or the assets thereof or any claims thereto, or the interests of Participants and Beneficiaries hereunder at the sole cost and expense of the Plan or at the sole cost and expense of the Participant that may be concerned therein or that may be affected thereby, as, in its opinion, shall be fair and equitable in each case; and compromise, settle and adjust all claims and liabilities asserted by or against the Plan or asserted by or against it, or such terms as it, in each such case, shall deem reasonable and proper. The Trustee shall be under no duty or obligation to institute, prosecute, maintain or defend any suit, action or other legal proceeding unless it shall be indemnified to its satisfaction against all expenses and liabilities (including without limitation, legal and other professional fees) which it may sustain or anticipate by reason thereof; and

The Trustee is expressly authorized to the fullest extent permitted by law to (1) retain the services of any broker-dealer, registered investment advisor or other financial services entity (including the Trustee and any of its affiliates) and any future successors in interest thereto collectively, for the purposes of this paragraph referred to as the "Affiliated Entities"), to provide services to assist or facilitate the purchase or sale of investments in the Trust, (2) acquire as assets of the Trust shares of mutual funds to which Affiliated Entities provide, for a fee, services in any capacity and (3) acquire in the Trust any other services or products of any kind or nature from the Affiliated Entities regardless of whether the same or dissimilar services or products are available from other institutions. The Trust may pay directly or indirectly (through mutual funds fees and charges for example) management fees, transaction fees and other commissions to the Affiliated Entities for the services or products provided to the Trust and/or such mutual funds at such Affiliated Entities' standard or published rates without offset (unless required by law) from any fees charged by the Trustee for its services as Trustee. The Trustee may also deal directly with the Affiliated Entities regardless of the capacity in which it is then acting, to purchase, sell, exchange or transfer assets of the Trust even though the Affiliated Entities are receiving compensation or otherwise profiting from such transaction or are acting as principal in such transaction. Each of the Affiliated Entities is authorized to effect transactions on national securities exchanges for the Trust as directed by the Trustee, and retain any transactional fees related thereto, consistent with Section 11(a)(1) of the Securities and Exchange Act of 1934, as amended and related Rule 11a2-2(T). Included specifically, but not by way of limitation in the transactions authorized by this provision, are transactions in which any of the Affiliated Entities is serving as an underwriting or member of an underwriting syndicate for a security being purchased or is purchasing or selling a security for its own account. In the event the Trustee is directed by the Plan Administrator, any named fiduciary, designated Investment Manager, Participant and/or Beneficiary, as applicable hereunder (collectively referred to as for purposes of this paragraph as the "Directing Party"), the Directing Party shall be authorized, and expressly retains the right hereunder, to direct the Trustee to retain the services of, and conduct transactions with, Affiliated Entities fully in the manner described above.

11.9 ***Appointment Of Additional Trustee And Allocation Of Responsibilities***

The Employer may appoint one or more additional Trustees to hold specified investments for which the original Trustee is not serving in the capacity of Trustee. In the event that an additional Trustee is appointed, the second Trustee shall have no responsibilities for these specific assets other than as set forth herein. The original Trustee shall have no duties with respect to an investment held by any other person including, without limitation, any other Trustee for the Plan. Any other secondary Trustee of the Plan shall have no duties with respect to assets held in the Plan by the original Trustee or another secondary Trustee.

11.10 ***Compensation, Administrative Fees And Expenses***

All reasonable fees, charges and expenses incurred by the Trustee or the Custodian in connection with the administration of the Trust and all reasonable fees, charges and expenses incurred by the Plan Administrator in connection with the administration of the Plan (including such reasonable compensation to the Trustee and/or Custodian and the Plan Administrator as may be agreed upon from time to time between the Employer, the Trustee and/or Custodian and Plan Administrator) and fees for legal services rendered to the Trustee and/or Custodian or Plan Administrator shall be paid from the Trust unless:

(a) The Employer actually pays such expenses directly. Any and all reasonable additional administrative expenses incurred to effect directives made by the Participants and by each Beneficiary under this Plan shall be paid by the Trust and as determined by the Employer shall either be charged (in accordance with such

reasonable nondiscriminatory rules as the Employer deems appropriate under the circumstances) to the account of the individual issuing such directive, or treated as a general expense of the Trust. If charged to a Participant's account and if the assets of such account are insufficient to satisfy such charges, the Employer shall pay any deficit to the Trustee. Notwithstanding the foregoing, nothing in this section shall prevent the Employer from paying the administrative expenses of the Plan directly.

(b) All related expenses incurred on behalf of a Participant (included but not limited to brokerage commissions and other transaction related expenses), shall, as determined by the Employer, either be paid from or otherwise be charged directly to the account of the Participant providing such direction or treated as a general expense of the Trust.

(c) If there are insufficient liquid assets of the Trust to cover the fees of the Trustee or the Custodian, then assets of the Trust shall be liquidated to the extent necessary to cover fees.

(d) Notwithstanding the foregoing, no compensation other than reimbursement for expenses incurred shall be paid to a Plan Administrator who is the Employer or Employee of the Employer.

(e) In the event any part of the Plan becomes subject to tax, all taxes incurred will be paid from the Plan at the direction of the Plan Administrator.

(f) Any investment gain or loss of the Trust that is not directly attributable to the investment of the account of any Participant (including, but not limited to, for example, any "float" earned on the disbursement account established for the Plan and not treated as part of the compensation of the Trustee or paying agent for the Plan, and any 12b-1 or similar fees paid to the Plan) will be applied to pay administrative expenses of the Plan, with any excess remaining at the close of the Plan Year being allocated among the Participant's accounts in accordance with the procedure established by the Plan Administrator for this purpose.

11.11 ***Records***

Within ninety (90) days following the close of each Plan Year, or at such other times as may be agreed to between the Employer and the Trustee, and within ninety (90) days following its removal or resignation, the Trustee shall file with the Employer a report of that part of the Trust under the investment management of the Trustee during such year or from the end of the preceding Plan Year to the date of removal or resignation. Such report shall include a statement of receipts and disbursements, the net income or loss of the Trust, the gains or losses realized by the Trust upon sale or other disposition of the assets, the increase or decrease in the value of the Trust, all payments and distributions made from the Trust since the date of its last report, and shall contain a schedule of assets listing the fair market value of investments held in the Trust as of the end of the Plan Year or the date of removal or resignation, as applicable. The fair market value of investments for which there is a ready market shall be determined using the most recent price quoted on a national or other recognized securities exchange or over-the-counter market. The fair market value of illiquid investments shall be obtained by a valuation performed by an independent appraiser appointed by the Trustee or Custodian or appointed by the Employer and approved by the Trustee or Custodian as applicable, for this purpose whose determination shall be final. In the case where there is both a Trustee and Custodian serving the Plan, the Trustee shall have the responsibility for appointing the independent appraiser and obtaining such report. The Trustee shall assume responsibility for the accuracy of any such report, and the Custodian serving hereunder shall have no additional obligation or responsibility to review or verify the accuracy of the report provided to the Custodian. The Employer shall review the Trustee's report and notify the Trustee in the event of its disapproval of the report within thirty (30) days, providing the Trustee with a written description of the items in question. The Trustee shall have sixty (60) days to provide the Employer with a written explanation of the items in question. If the Employer again disapproves, the Trustee shall have the right to file its report in a court of competent jurisdiction for audit and adjudication. In the event the Employer fails to file a written objection to the Trustee's report within the ninety (90) day period following receipt of the report, the Employer shall be deemed to have approved the report. In such case, the Trustee shall be released and discharged with respect to all matters contained in the report.

11.12 ***Limitation On Liability And Indemnification***

(a) The Trustee shall have the authority to manage and govern the Trust to the extent provided in this instrument, but does not guarantee the Trust in any manner against investment loss or depreciation in asset value, or guarantee the adequacy of the Trust to meet and discharge all or any liabilities of the Plan.

(b) The Trustee and/or Custodian shall not be liable for the making, retention, or sale of any investment or reinvestment made by it, as herein provided, or for any loss to, or diminution of the Trust, or for any other loss or damage which may result from the discharge of its duties hereunder except to the extent it is judicially determined such loss or damage is attributable to the Trustee and/or Custodian's breach of its duties hereunder or under ERISA.

(c) An institution acting as a Custodian or nondiscretionary Trustee shall have no discretion or investment management responsibility, unless otherwise expressly agreed in writing (pursuant to an investment

management agreement, for example) and shall only be responsible to perform the functions described at paragraph 11.4 hereof. Neither the Custodian nor Trustee (whether nondiscretionary or discretionary) shall have any responsibility with respect to Plan investments and do not guarantee the adequacy of the Trust to meet and discharge any or all liabilities associated with the Plan.

(d) The Employer warrants that all directions issued to the Trustee and/or Custodian by it or the Plan Administrator will be in accordance with the terms of the Plan and the auxiliary agreement.

(e) Neither the Trustee nor the Custodian shall be answerable for any action taken pursuant to any direction, consent, certificate, or other paper or document in the belief that the same is genuine. All directions by the Employer, Participant, the Plan Administrator, or an investment manager shall be made pursuant to pre-approved communication procedures to which all such parties, as applicable, shall have consented to in writing. The Employer shall deliver to the Trustee and Custodian as applicable, written notification identifying the individual or individuals authorized to act on behalf the Plan and shall deliver specimens of their signatures to the Trustee and/or Custodian.

(f) The duties and obligations of the Trustee and the Custodian shall be limited to those expressly imposed by this instrument or subsequently agreed upon by the parties in writing. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee or the Custodian shall rest solely with the Employer.

(g) The Employer shall indemnify the Trustee and/or Custodian as applicable against, and agrees to hold the Trustee and/or Custodian harmless from, all liabilities and claims and expenses including attorney's fees and expenses incurred in defending against such liability or claims against the Trustee and/or Custodian, unless such liability or claim results from the gross negligent action or inaction of the Trustee and/or Custodian, or where the Trustee or Custodian is found to have breached its duties under this Article by a final judgment of a court of competent jurisdiction. Except as otherwise provided by the preceding sentence, the Employer also shall indemnify the Trustee and/or Custodian as applicable against, and agrees to hold the Trustee and/or Custodian harmless from, all liabilities, claims and expenses including attorney's fees and other expenses incurred in defending against such liabilities or claims, arising from any actions or breach of responsibility by any party other than the Trustee and/or Custodian, including without limitation by specification any acts of a prior Trustee and/or Custodian or of another Trustee and/or Custodian appointed by the Employer.

(h) Without limiting any provision in the prior paragraph, the Employer expressly agrees to indemnify the Trustee and/or Custodian as applicable, against any liability or claim (including attorney's fees and expenses in defending against such liabilities or claims) arising as a result of any act taken or failure to act, in accordance with the directions received from the Employer, Plan Administrator, investment manager, Participant, or a designee specified by the Employer directly or transmitted by a designated Service Provider to the Plan and without limitation by specification.

(i) The Trustee and/or Custodian as applicable will take all reasonable steps to assure the security of any data received from the Employer in connection with services provided to the Plan. The Employer will be responsible for retaining duplicate copies of any such data or materials it forwards to the Trustee and/or Custodian and for taking all other reasonable and necessary precautions in event such data or materials are lost or destroyed, regardless of cause, or in the event reprocessing is needed for any reason. The Trustee and/or Custodian will maintain records in connection with the performance of services hereunder for the applicable period as required by law, or if no period is required, for such period as is reasonable under the law.

(j) No waiver of any breach of this agreement shall constitute a waiver of any other breach, whether of the same or any other covenant, term or condition. The subsequent performance of any of the terms, covenants and conditions of this Article shall not constitute a waiver of any preceding breach, nor shall any delay or omission of any party's exercise of any rights arising from any default effect or impair the party's rights as to the same or future default.

(k) Neither the Trustee nor the Custodian shall be responsible in any way for any actions taken, or failure to act, by a prior trustee/custodian. The Employer shall indemnify and hold harmless the Trustee and/or Custodian as applicable, for such prior trustee and/or custodian's acts or inactions for any periods applicable, including periods for which the Plan must retroactively comply with any tax law or regulations thereunder.

(l) A fiduciary with respect to the Plan shall not be liable for a breach of fiduciary responsibility of another fiduciary with respect to the Plan except to the extent that:

(1) it participates knowingly in, or knowingly undertakes to conceal, an act or omission of such other fiduciary, knowing such act or omission is a breach;

(2) it has knowledge of a breach by such other fiduciary, unless it makes reasonable efforts under the circumstances to remedy the breach.

(m) If the assets of the Plan are held by two (2) or more Trustees, they shall jointly manage and control the assets of the Plan; provided however, that such co-Trustee shall be authorized to allocate specific responsibilities, obligations or duties among the co-Trustees pursuant to a written agreement. If co-Trustees do enter into such an agreement, then a Trustee to whom certain responsibilities, obligations or duties have not been allocated shall not be liable either individually or as Trustee for any loss resulting to the Plan arising from the acts or omissions on the part of another Trustee to which such responsibilities, obligations or duties have been allocated.

11.13 ***Responsibilities Of A Named Custodian***

The Employer may appoint a Custodian as provided for in the Adoption Agreement. A Custodian shall have the same rights, powers and duties as a nondiscretionary Trustee. Any reference in the Plan to a Trustee is also a reference to the Custodian unless the context indicates otherwise. Any limitation of the Trustee's liability in the Plan shall act as a limitation of the Custodian's liability. Where a discretionary Trustee has provided direction, any action taken by the Custodian satisfies the requirement in the Plan referencing the Trustee taking that action. The resignation or removal of the Custodian shall be made in accordance with paragraph 11.19 as though the Custodian were the Trustee. The Custodian shall be responsible for the holding and safekeeping of all or a portion of the Plan's assets. One or more Custodian(s) appointed under this Plan may hold all or any portion of the Plan's assets. Such separate assets shall be held pursuant to the terms of a separate custodial agreement with such Custodian. The separate custodial agreement shall be treated as an addendum and, as such, may not conflict with any provision of this document. In addition, any provision of a separate custodial agreement that would jeopardize the tax-qualified status of this Defined Contribution Plan shall be null and void. In addition to the holding and safekeeping of Plan assets, the Custodian's duties shall include:

(a) receiving contributions under the terms of the Plan, but not determining the amount or enforcing the payment thereof,

(b) making distributions from the Plan in accordance with instructions received from the Plan Administrator or an authorized representative of the Employer,

(c) keeping records reflecting its administration of the Trust or the custodial account and making such records, statements and reports available to the Employer for review and audit at such times as agreed to between the Custodian, Plan Administrator, and the Employer, and

(d) retaining and employing such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Custodian, in the administration of the Plan, and to pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Plan, including the power to employ and retain counsel upon any matter of doubt as to the meaning or interpretation to be placed upon this Plan or any provisions thereof with reference to any question arising in the administration of the Plan or pertaining to the rights and liabilities of the Trustee hereunder. The Custodian in any such event, may rely upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith shall be released and exonerated of and from all liability to anyone in so doing.

The Custodian's duties may be limited to those as agreed to between the Employer and the Custodian. The Employer shall be responsible for any other administrative duties required under the Plan or by applicable law.

11.14 ***Investment Alternatives Of The Custodian***

(a) The Custodian shall hold any or all assets received from the Employer or the Trustee or its agents. If the Custodian holds title to Plan assets and such ownership requires action on the part of the registered owner, such action will be taken by the Custodian only upon receipt of specific instructions from the Trustee, or its designated agents. Proxies shall be voted by or pursuant to the express direction of the Trustee or its' authorized agent. The Custodian shall not render any investment advice, including any opinion on the prudence of directed investments.

(b) The Trust shall only be invested in investment alternatives the Custodian makes available in the ordinary course of business unless the Custodian is directed otherwise by the Employer, the Trustee or any properly designated agent thereof. The Custodian, under applicable Federal or state laws, may offer investment alternatives including but not limited to savings accounts and savings certificates. Such investments shall be made at the direction of the Employer or Trustee(s) and the Custodian shall have no responsibility for the propriety of such investments.

11.15 ***[Reserved]***

11.16 ***Exclusive Benefit Rules***

No part of the Trust shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants, former Participants with a vested interest, and the Beneficiary or Beneficiaries of deceased Participants who have a vested interest in the Plan at death.

11.17 ***Assignment And Alienation Of Benefits***

Except as provided in paragraphs 10.8 or 10.10, no right or claim to, or interest in, any part of the Plan or any payment from the Plan shall be assignable, transferable, or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution, or levy of any kind. Neither the Trustee nor Custodian shall recognize any attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, except to the extent required by law. The preceding sentences shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a Qualified Domestic Relations Order, as defined in Code Section 414(p).

11.18 ***Liquidation Of Assets***

If the Trustee and/or Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses or taxes assessed against all or a part of the Trust, and the Trustee and/or Custodian is not instructed as to the liquidation of such assets, assets will be liquidated on a pro rata basis across all the investment alternatives in the Trust. The Trustee and/or Custodian are expressly authorized to liquidate assets in order to satisfy the Trust's obligation to pay the Trustee and/or Custodian's fees or other compensation if such fees or compensation are not paid on a timely basis.

11.19 ***Resignation And Removal Of The Trustee and/or Custodian***

The Trustee and/or Custodian may resign upon thirty (30) days written notice to the Employer. The Employer may remove the Trustee and/or Custodian upon sixty (60) days (or such shorter period of time as may be agreed to by the parties) written notice to the Trustee and/or Custodian. The Trustee or Custodian, as applicable, shall deliver the Trust to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, provided that this shall not waive any lien the Trustee and/or Custodian may have upon the Trust for its compensation or expenses. Following the effective date of the notice of termination, the Trustee and/or Custodian shall have no further responsibility for providing services to the Employer or the Plan. If the Employer fails to amend or replace the Plan and appoint a successor trustee or custodian, as applicable, within the said thirty (30) days, or such longer or shorter period as agreed to by the Trustee and/or Custodian, the highest ranking officer of the Employer shall be deemed the successor trustee or custodian as the case may be. In such event, the Trustee and/or Custodian may, but shall not be required to, continue to hold custody of the assets of the Plan until such time as appropriate arrangements have been made for the security of the Plan assets, upon notification thereof to Plan Participants, and shall no longer have any responsibility for the investment of Plan assets.

ARTICLE XII
AMENDMENT AND TERMINATION

12.1 ***Amendment By Employer***
The Employer may:

(a) change the choice of options in the Adoption Agreement;

(b) add overriding language in the Adoption Agreement when such language is necessary to satisfy Code Section 415 or 416 because of the required aggregation of multiple plans;

(c) amend administrative provisions of the Trust or custodial document such as the name of the Plan, Employer, Trustee or Custodian, Plan Administrator and other Fiduciaries, the trust year, and the name of any pooled trust in which the Plan's Trust will participate;

(d) add or change provisions permitted under the Plan and/or specify or change the Effective Date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross-references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

12.2 ***Plan Termination***
The Employer shall have the right to terminate its Plan at any time. If the Plan is terminated or if there is a complete discontinuance of contributions under a profit-sharing plan maintained by the Employer, all amounts credited to the accounts of Participants shall vest and become nonforfeitable. In the event of a partial plan termination, only those who are affected by such partial plan termination shall be fully vested. In the event of termination, the Plan Administrator shall direct the Trustee or Custodian as applicable with respect to the distribution of accounts to or for the exclusive benefit of Participants or their Beneficiaries. Such distribution may be made directly to Participants or, at the direction of the Participant, may be transferred directly to another Eligible Retirement Plan, including an individual retirement account. In the absence of an election by a Participant who has received notice pursuant to paragraph 6.5 from the Plan Administrator, the Plan Administrator may direct the Trustee and/or Custodian as applicable, to transfer the Participant's benefit to another Defined Contribution Plan maintained by the Employer, other than an employee stock ownership plan. If the Employer does not maintain another Defined Contribution Plan, the Plan Administrator may direct the Trustee or Custodian to transfer the Participant's benefit to an individual retirement account with an institution selected by the Plan Administrator, but only to the extent provided for in the Adoption Agreement, or make a distribution pursuant to paragraph 7.15. Prior to making any distribution, the Trustee or Custodian, as applicable, may require the Plan Administrator to represent that the Plan has received a favorable determination letter from the Internal Revenue Service approving the Plan termination and authorizing the distribution of benefits to Plan Participants. In the absence of such determination letter and prior to agreeing to make any distributions in accordance with the Plan Administrator's directions, the Trustee or Custodian may require the Plan Administrator to represent in an manner acceptable to the Trustee or Custodian that the applicable requirements if any, of the Code governing the termination of employee benefit plans have been or are being complied with or that appropriate authorizations, waivers, exemptions, or variances have been or are being obtained. Until final distribution of the assets of the Trust, the Plan Administrator and Trustee shall have all the powers necessary for the orderly administration, liquidation and distribution of the assets of the Trust.

12.3 ***[Reserved]***

12.4 ***Distribution Restrictions Under A Code Section 401(k) Plan***
If transferred assets described in paragraph 6.13 are subject to the distribution restrictions of Code Sections 401(k)(2) and 401(k)(10), the special distribution provisions of this paragraph apply. The portion of the Participant's Vested Account Balance attributable to Elective Deferrals (or to amounts treated as Elective Deferrals such as qualified non-elective contributions and qualified matching contributions and income allocable to each) are not distributable earlier than upon the Participant's severance from employment, death, or Disability. Such amounts may also be distributed because of:

(a) Termination of the Plan without the Employer maintaining another Defined Contribution Plan [other than an employee stock ownership plan as defined in Code Section 4975(e)(7) or 409(a), a Simplified Employee Pension Plan as defined in Code Section 408(k), a SIMPLE IRA Plan as defined in Code Section 408(p), a Plan or contract described in Code Section 403(b), or a Plan described in Code Section 457(b) or (f)] at any time during the period beginning on the date of Plan termination and ending twelve (12) months after all assets have been distributed from the Plan. Such a distribution must be made in a lump sum;

(b) The attainment of age 59½ in the case of a profit-sharing plan;

(c) The Hardship of the Participant, as described in paragraph 6.9;

(d) In the case of “a qualified reservist distribution” (as defined in Code Section 72(t)(2)(G)(iii)), the date on which a period referred to in subclause (III) of such section begins;

(e) If Roth 401(k) Deferral accounts are permitted for tax years beginning after 2005, distributions from such account (other than corrective distributions) are not includible in the Participant's gross income if made after five (5) years of participation in such account (as defined in the final Treasury regulations relating to Roth accounts) and after the Participant's death, disability, or attainment of age 59½. Earnings on corrective distributions of Roth 401(k) Deferrals are includible in gross income the same as earnings on corrective distributions of pre-tax Elective Deferrals; or

(f) The Participant otherwise is entitled under the terms of the Plan to a distribution of that portion of the Vested Account Balance.

ARTICLE XIII
GOVERNING LAW

13.1 ***Governing Law***

Construction, validity and administration of this Plan shall be governed by Federal law to the extent applicable, and, to the extent Federal law is not applicable by the laws of the State or Commonwealth in which the principal office of the Employer or its affiliate is located.

Notwithstanding any provision of the Plan to the contrary, no provision in the Basic Plan Document shall subject this governmental Plan as defined in Code Section 414(d) to the fiduciary provisions of Title I of ERISA or any other provision of ERISA that is not applicable to such governmental plans.

13.2 ***State Community Property Laws***

The terms and conditions of this Plan shall be applicable without regard to community property laws of any state.

Unclaimed Benefit Procedures

Transamerica Retirement Solutions Corporation ("TRSC") has developed the following procedures for locating former employees who were participants in the Plan. These procedures have been designed to satisfy your fiduciary requirements for locating lost participants. TRSC is prohibited from providing legal advice outside of the company. You should ask your legal counsel to review these procedures.

The following Unclaimed Benefit Procedures are effective January 1, 2013, and will be followed for handling benefits, which are payable to former participants and beneficiaries of the Plan. A private locator service, ACCURINT, will be used to locate such former participants and beneficiaries. The Plan Administrator or TRSC may choose to use another service in the future. .

Returned Checks: No follow-up attempts will be made on check amounts of $ 75.00 or less.

1. If a check is returned as undeliverable, TRSC will perform an address search using ACCURINT.

2. If a new address is found, TRSC will send the check to the participant at the new address.

3. If a new address is not available, the following will occur as soon as administratively possible:

    a) If the amount of the distribution is $ 75.00 or less (net of taxes withheld, if any), the amount will be deposited into the Plan's forfeiture or similar unallocated account and can be used to pay Plan expenses or to pay claims submitted by former participants and beneficiaries.
    b) If the amount of the distribution is greater than $75.00 (net of taxes withheld, if any) the amount will be re-deposited back into the participant's account as of a current date in the most conservative investment fund option available under the Plan.
    c) If the check is for a nondiscrimination testing refund, excess deferral refund, 415 excess contribution refund, refund of a loan repayment, or a required minimum distribution the amount will be escheated to the appropriate state.

4. The re-deposited amount will be treated as after-tax monies so it will not be subject to tax withholding in a subsequent distribution. However, earnings on the amount that is re-deposited would be subject to tax withholding when distributed.

Un-cashed Checks: No follow-up attempts will be made on check amounts of $ 75.00 or less.

1. If a check is un-cashed for 3 months, TRSC will send a follow-up letter to the participant at the address in TRSC's records.

2. If the letter is returned, TRSC will do an address search using ACCURINT.

3. If a new address is found, TRSC will send a follow-up letter to the participant at the new address reminding them that they have an un-cashed check.

4. If a check is still outstanding after 5 months, for checks greater than $75, TRSC does another address search using ACCURINT. If a new address is found, a new check is issued and the process starts over following either the Returned Check or the Un-cashed Checks procedure, whichever is applicable. If a new address is not found and for amounts of $75 or less, the Returned Check procedures starting with Step 3 a. above will be followed.

Unclaimed Benefits Procedures
November 2012