APPLICATION INSTRUCTIONS
2-Participant Individual 401(k) Plan

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

STEP 1. OPEN YOUR ACCOUNT

To ensure your accounts are established in a timely manner, verify that both the Managing Sponsor and Additional Participant have completed the following items:

Managing Participant Account Checklist

- [ ] 1. Managing Sponsor Account Application
- [ ] 2. Designation of Beneficiary
- [ ] 3. Individual 401(k) Fee Schedule
- [ ] 4. Client Responsibility Form
- [ ] 5. Valid Government-Issued Photo ID Attached
- [ ] 6. Review Plan Disclosure Information

Additional Participant Account Checklist

- [ ] 1. Additional Participant Account Application
- [ ] 2. Designation of Beneficiary
- [ ] 3. Individual 401(k) Fee Schedule
- [ ] 4. Client Responsibility Form
- [ ] 5. Valid Government-Issued Photo ID Attached
- [ ] 6. Review Plan Disclosure Information

Submit Your Application

Review & verify all completed information and submit your application to Horizon Trust Company.

Via Mail:
P.O. Box 52417
Phoenix, AZ 85072-2417

Via Fax:
(505) 212 - 0494

Via Email:
newaccounts@horizontrust.com

STEP 2. FUND YOUR ACCOUNT

Once your account has been successfully established, fund your account through one or more options:

- New Contribution
  (From Self or Spousal Contribution)
- Inherited Traditional IRA
- Transfer
  (Direct movement of assets from an Individual 401(k) into this Individual 401(k) Plan)
- Recharacterized Contribution
  (A nontaxable movement of a Traditional IRA contribution into this Individual 401(k) Plan)
- Rollover
  (Distribution from an Individual 401(k) Plan, Traditional IRA, or Employer-Sponsored Plan deposited into this Individual 401(k) Plan)

STEP 3. DIRECT YOUR INVESTMENT

After your account has been funded, contact Horizon Trust to discuss your Direction of Investment - We'll work with you to ensure all necessary documents are completed to process your asset purchase.

HORIZON TRUST

INDIVIDUAL 401(k) PLAN
Managing Sponsor Account Application

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

For Internal Use Only: ☐ Agent Pays Fees
Tracking Code: ____________ Referral Code: ____________

PART 1. PARTICIPANT INFORMATION

Title: First Name: M.I.: Last Name: Suffix:

Legal Address: Apt/Unit/Ste: City: State: Zip:

Social Security Number: *(###-##-####)* Date of Birth: *(MM/DD/YYYY)* Email Address:

Primary Phone: Type: Alt Phone: Type:

PART 2. EMPLOYER INFORMATION

Type of Business:

☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ C Corporation ☐ S Corporation ☐ Other

Company Name Adopting Plan: Federal Tax ID #:

Business Address: *(Must be physical address)* Apt/Unit/Ste: City: State: Zip:

State of Business Incorporation: Fiscal Year End: Business Phone:

PART 3. PLAN TRUSTEE INFORMATION

Trustee Name: Title:

Legal Address: Apt/Unit/Ste: City: State: Zip:

Trustee Signature: Date: *(MM/DD/YYYY)*

PART 4. ACCOUNT SETUP INFORMATION

☐ I have reviewed the HTC Fee Schedule.

Account Setup Options

Please select an Annual Fee Option: *(If no election is made, "Standard Account Open" option will be selected by default.)*

☐ Standard Account Open

! Account opened within 3 business days.

☐ Express Account Open *($50.00)*

! Account opened within 1 business day.

Fee Payment Options

1. Choose a method of payment for Account Setup Fees:
   - ☐ Deduct from Account
   - ☐ Check Enclosed
   - ☐ Charge Credit Card *(Complete Credit Card Payment Method Section)*

2. Choose a method of payment for subsequent Annual Fees:
   - ☐ Deduct from Account
   - ☐ Check Enclosed
   - ☐ Charge Credit Card *(Complete Credit Card Payment Method Section)*

Account Personal Identification Number

Please enter a 4-Digit PIN:

! The undersigned agrees to be bound by the terms and conditions of this PIN request form and the Horizon Trust Company Self-Direct Account Agreement. The undersigned agrees to keep the requested PIN confidential.

Credit Card Payment Method

I have read and understand the Individual 401(k) Plan Custodial Agreement and I authorize the credit card payment by Horizon Trust Company for fees to establish this Individual 401(k) Plan. Not limited to, but including Activation Fee, Annual Fee, and any special service fees associated with this Plan.

Select a Credit Card Type:

☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Cardholder Name:

Card Number:

Expiration Date: *(MM/YY)*

Security Code:

Billing Address:

Apt/Unit/Ste:

City:

State:

Zip:

Funding & Check Titling

Because your account is considered to be the legal owner of your investments, all assets and documents must reflect this ownership. Failure to title assets correctly may cause delays and/or tax consequences. The correct titling should be as follows:

"Horizon Trust FBO: (Your Name) (Account Type)"

Example: Horizon Trust FBO: Jane Doe Roth IRA

PART 5. PLAN LOANS

Plan Loan Eligibility

If "No" is selected, please skip to "Part 6. Plan Responsibility Disclosure & Authorization."

☐ No, **do not** allow Plan Loans.

Your plan is designed to help you save for retirement and does not allow you to take a loan from your account under the Plan.

☐ Yes, Plan Loans are allowed. *($225.00)*

Although the Plan is designed primarily to help save for retirement, you may take a loan from the Plan based on the information completed below.

Plan Loan Allowance Options

Please select the Plan's Loan Allowance Options. *(You are permitted 2 loan(s) outstanding at a time.)*

☐ Any Purpose

☐ For Post-Secondary Tuition *(You or Immediate Family)*

☐ To Purchase Principal Residence

☐ For Medical Expenses *(You or Immediate Family)*

☐ For Funeral Expenses

☐ For Uninsured Damage to Principal Residence

☐ For Rent or Mortgage Payments to Prevent Eviction/Foreclosure from Principal Residence

Maximum Loan Value

☐ Maximum Amount Allowed.

Maximum amount is one-half of the vested balance in the Plan, not to exceed $50,000. *(Whichever is less)*

☐ Other Specified Amount: ______

Maximum amount is one-half of the vested balance in the Plan, or the amount specified above, not to exceed $50,000. *(Whichever is less)*

Loan Interest Rate

The minimum allowable rate for all Plan Loans will utilize **Prime Rate (as specified by the Wall Street Journal) plus 2%,** unless a different rate is specified below.

☐ I elect to use a different rate. The Plan Loan will utilize Prime Rate plus: ______ % interest rate.

Plan Effective Date

When did the Plan become effective?

☐ This is a New Plan.
(Complete the information below.)

Effective Date of Plan: ______

☐ This is an Ammendment & Restatement of a Prior Plan.
(Complete the information below.)

Original Plan Date: ______

Amended Plan Date: ______

PART 6. PLAN RESPONSIBILITY DISCLOSURE & AUTHORIZATION

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Administered Prototype 401(k) Plan ("Plan") with Horizon Trust Company ("Company") as your Prototype Plan Provider. Read this entire form carefully before you complete and sign. By signing this form you consent to all terms and provisions shown on all pages. As a Prototype Plan Provider, the Company is not responsible for record keeping for any participant in the Plan. You are responsible for producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the plan. The Company is not the Plan Administrator and does not have fiduciary responsibility for investment of Plan assets, administration of the Plan, or preparing reports for the Plan. Any actions of the Company are solely based on the instructions and direction of the Plan Administrator, the Trustee, and the Custodian. The Company is not a fiduciary under the Plan. The Plan Administrator, Trustee for the Plan, and Custodian are responsible for Plan investments, costs, and fees, and are responsible for answering questions concerning the investment of Plan assets, costs and fees, and any matter relating to the Plan. You should seek the advice of legal counsel and other professional advisors with respect to your investments.

1. I understand that it is not the responsibility of the Company to issue or give advice as to the administration, investment decisions, fee and cost structure of the Plan, or deductibility or non-deductibility of any contributions to the Plan. The reporting of contributions and how contributions are handled are the sole responsibility of the Plan Administrator and the Trustee.

2. As the plan provider, the Company shall act only at the direction of the Trustee and the Plan Administrator and the authorized agent of the Trustee or Plan Administrator. Directions and instructions to the Company shall be in writing, subject to the Company's discretion to act in its discretion upon verbal instructions from the Trustee or Plan Administrator.

3. The Company does not have a right or duty to question any direction or instructions of the Trustee, Plan Administrator, Custodian or participant in the Plan or make recommendations regarding the investment of funds. The Trustee or Plan Administrator may direct the Company to with respect to its role as a prototype plan provider. The Company does not have a duty to determine if any instructions received from a Trustee, Plan Administrator, Custodian, or Plan participant to determine if any instructions are consistent with the terms of the Plan

4. The Company does not have a duty to review the assets held in the Account with respect to the safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of subsequent purchases directed by the Trustee, Plan Administrator, or Agent. The Company shall not be held liable or otherwise accountable for losses incurred as a result of decisions or actions made in accordance with the Trustee, Plan Administrator, or Custodian's directions. The Company shall be fully protected in taking or failing to take any actions in reliance on the instructions or representations of the Trustee, Plan Administrator, or Custodian.

5. The Company is not responsible for communicating forwarding or notifying any party, including the Trustee, Plan Administrator, or Custodian with respect to any communication or matter which comes to the attention of or is received by the Company with respect to any account administered under the Plan.

6. The Company does not assume or incur any liability for or have a duty to inquire into or take action with respect to any acts performed or omitted to be performed by a former Trustee, Plan Administrator or Custodian of the Plan.

7. Except to the extent required by the Employee retirement Income Security Act of 1974 ("ERISA") and related regulations, if any, the Company shall not be a fiduciary, as that term is used under ERISA to the Plan, the Trustee, the Plan Administrator, Custodian, or the participant(s).

8. The Trustee, Plan Administrator, and you are responsible for assuring that certain transactions are prohibited under IRC §4975, ERISA, and related regulations. The Trustee, Plan Administrator, and Custodian have the sole duty to ensure that any actions directed by the Trustee, Plan Administrator, or Custodian do not constitute related-party or prohibited transactions under the provisions of such laws and regulations. The Company shall never be held liable in the event a prohibited transaction results in any loss or penalty to the Plan. The Company does not offer advice as to the form of the Plan, the administration of the Plan, or to ERISA in general. The Company does not offer any tax or legal advice. The Trustee, Plan Administrator, and Custodian shall have the sole duty and responsibility to administer the Plan in accordance with its terms and all applicable laws, rules and regulations, and as need to consult a tax advisor, attorney, the Department of Labor, or the Internal Revenue Service.

9. The Company may respond to any subpoena without prior notice to the Trustee.

10. The Company, as the Prototype Plan Provider, is responsible for record keeping and the administration of the Plan. This includes producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the Plan.

11. The Company is in no way responsible for monitoring the performance of the investments held within the Account or Plan.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

PART 7. IRA CUSTODIAN INFORMATION

Horizon Trust Company
P.O. Box 52417
Phoenix, AZ 85072-2417

Phone: (888) 205 - 6036
Fax: (505) 212 - 0494

Email: operations@horizontrust.com
Website: www.horizontrust.com

HORIZON TRUST

DESIGNATION OF BENEFICIARY

Individual 401(k) Account

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com

P.O. Box 52417, Phoenix, AZ 85072-2417

PART 1. PLAN INFORMATION

Plan Name:	Employer Name:

Business Address: *(Must be physical address)*	Apt/Unit/Ste:	City:	State:	Zip:

PART 2. PARTICIPANT INFORMATION

Title:	First Name:	M.I.:	Last Name:	Suffix:

Legal Address:	Apt/Unit/Ste:	City:	State:	Zip:

Social Security Number: *(###-##-####)*	Date of Birth: *(MM/DD/YYYY)*	Email Address:

PART 3. BENEFICIARY DESIGNATION

I designate that upon my death, the assets in this account be paid to the beneficiaries named below. The interest of any beneficiary that predeceases me terminates completely, and the percentage share of any remaining beneficiaries will be increased on a pro rata basis. If no beneficiaries are named, my estate will be my beneficiary.

Current Marital Status

Please select an option.

☐ I Am Not Married

I understand that if I become married in the future, my spouse will be my Primary Beneficiary unless I complete a new Designation of Beneficiary form and my spouse consents to my designation.

☐ I Am Married

I understand that my spouse will be my Primary Beneficiary. However, I understand that I may designate a Primary Beneficiary other than or in addition to my spouse if my spouse consents to my designation.

Beneficiary Designation Options

Please select an option. When adding beneficiaries, if the share % of previously designated beneficiary(ies) changes, restate all beneficiaries and the corresponding share %, if the previous percentages are no longer correct.

☐ No Beneficiary(ies)

I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

☐ Add Beneficiary(ies)

I designate the individual(s) or entity named below as my primary and/or contingent beneficiary(ies) of my qualified plan balance. This list supplements, but does not replace, the beneficiary(ies) previously designated by me prior to this Designation of Beneficiary form.

☐ Replace Beneficiary(ies)

I designate the individual(s) or entity named below as my primary and/or contingent beneficiary(ies) of my qualified plan balance and hereby revoke all prior beneficiary(ies) designations, if any, made by me.

Beneficiary Information

If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in my qualified plan balance. Multiple contingent beneficiaries with no share percentages indicated will also be deemed to share equally. If any primary or contingent beneficiary dies before me, his or her interst and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be incresed on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my qualified plan balance. The total beneficiary share percentage designated MUST equal 100%. Treasury Reg 1.401(a)(9) defines an eligible trust as beneficiary as irrevocable or a revocable trust that it becomes reclassified as irrevocable upon death. If a revocable trust is listed as either a primary or contingent beneficiary, the account owner is responsible to ensure it meets the Plan requirements.

Beneficiary 1.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

Beneficiary 2.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

Beneficiary 3.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

☐ Check here if additional beneficiaries are listed on an attached addendum. Total number of addendums attached: ______

PART 4. SPOUSAL CONSENT *(If Applicable)*

I am the spouse of the above-named participant. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this qualified plan, I have been advised to see a tax professional.

I hereby give the participant any interest I have in the funds or property deposited in this qualified plan and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Plan Administrator or Employer of this qualified plan.

Signature of Spouse:	Spouse Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

! (Must be witnessed. See below.)

☐ **The Plan Administrator will check here if the following election does NOT apply. See instruction on following page.**

As a married participant in my employer's qualified retirement plan, I acknowledge that I have read the information about Qualified Pre-Retirement Survivor Annuities on the following page of this form. I understand that when I die, any amount remaining in my plan account will be paid to my surviving spouse in the form of a Qualified Pre-Retirement Survivor Annuity. I understand that I have a right to waive that form of payment.

I hereby elect to waive the requirement that my surviving spouse be paid any benefits that I may have in the plan at the time of my death in the form of a Qualified Pre-Retirement Survivor Annuity. I understand and agree that this waive is valid only if my spouse has consented by reading and signing the statement below.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

I am the spouse of the participant named above. I hereby consent to my spouse's election not to have benefits remaining in his or her plan paid in the form of a Qualified Pre-Retirement Survivor Annuity at his or her death. I understand that my consent cannot be revoked unless my spouse revokes the above waiver.

Signature of Spouse:	Spouse Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

! (Must be witnessed. See below.)

Witness Acknowledgement

The signature of the spouse must be witness by a notary public or signature guarantee as required.
(Witness applies to either or both waivers above.)

Notary Public / Signature Guarantee: ____________________ Date: __________

Participant Signature: ____________________ Date: __________

Witness Signature: ____________________ Date: __________

PART 5. IMPORTANT PLAN INFORMATION

About Qualified Pre-Retirement Survivor Annuities

If you are a married participant in your employer's qualified retirement plan, the law requires that any amount remaining in your plan account be paid to your surviving spouse in a certain manner at your death. This manner of payment, called a "Qualified Pre-Retirement Survivor Annuity," will provide your spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your plan account.

For example, assume that a participant dies with an account balance of $10,000. If the balance is paid to the surviving spouse in the form of a Qualified Pre-Retirement Survivor Annuity, the annuity will provide the spouse with monthly payments of $76.60. (This payment amount is an estimate based on the Individual Annuity Mortality Tables - 71 using a 5 percent interest rate with payments commencing at age 65.)

You may elect to waive the following:

1. The requirement that your surviving spouse be paid in the form of a Qualified Pre-Retirement Survivor Annuity, and
2. The requirement that your spouse be your beneficiary (only if applicable).

You may make either or both of the above elections beginning with the first day after which you become a participant in the plan. Any waiver election you sign before age 35 will become invalid the first day of the plan year in which you attain age 35. At that time you may again waive the Qualified Pre-Retirement Survivor Annuity and the requirement that your spouse be your beneficiary.

Your spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time before your death. Your spouse must also consent to any subsequent changes of beneficiary.

If your vested account balance is $5,000 or less at the time of your death, the plan administrator may make a distribution to your surviving spouse in a single sum cash payment even if you did not waive the Qualified Pre-Retirement Survivor Annuity.

Because a spouse has certain rights under the law, you should inform your plan administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Designation of Beneficiary form.

For more information regarding Pre-Retirement Survivor Annuities, contact your plan administrator (employer).

Instructions for Waiver Election for Qualified Pre-Retirement Survivor Annuities

EMPLOYER: The Waiver Election is applicable to all money purchase pension plans, defined benefit pension plans, and target benefit plans. It also applies to profit sharing plans and 401(k) plans if you did not select the REA Safe Harbor found in your Adoption Agreement. If you did select the REA Safe Harbor provision and no existing plan assets are subject to the REA annuity requirements, place a check mark in the box indicating the QPSA section does not apply.

PARTICIPANT: You and your spouse must complete the Waiver Election section if the box has not been checked.

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

HORIZON TRUST

FEE SCHEDULE
Individual 401(k) Accounts

INDIVIDUAL 401(K) FEES

Services	Fees
Initial Setup Fee Including Plan Document[1]	$350 with Roth
Year 1 Fee	$445
Annually After Year 1	$595
Annual Buy / Sell Transactions Included	4
Additional Buy / Sell Transactions	$50

Included Administrative Services

Form SS4	Included

Individual 401(k) includes Online Account Access

ADDITIONAL INDIVIDUAL 401(K) ADMINISTRATIVE SERVICES

Additional Participant[2] $175
Rerun of Contribution $150
Loan Setup Fee $350
Loan Default Fee $150
Loan Maintenance Fee .... $50 / year
Distribution / Hardship $75
Plan Amendment $150
Form 1099-R $100
Form 5500 Preparation $350

SERVICES & OPTIONAL FEES

Express Account Open[3] *(Recommended)* $50
Check Fee / ACH Fee $5
ACH Declined / NSF Fee $30
Cashier's Check $15
Express Investment Processing *(Same Day / 24hrs)* $50
Wire Fee .... $35 each
Overnight Mail Fee $40
IRA Special Service Fee .... $100 per hour
(Including but not limited to extensive research)
Document Handling Fee $5
Medallion Guarantee $25
Stop Payment .... $30 each
Returned Check Fee .... $30 each
Late Fee .... $25 per 30 days
Plan Termination Fee $500
Auto Plan Loan Repayment .... $30 / year
5500 Extension Filing $150

! Horizon Trust requires all accounts to maintain a $500 Minimum Cash Balance at all times.

Fees are subject to change with 30 days written notice. [1]Plan establishment document, Basic Plan Document, and IRS Determination Letter will be sent via email to be electronically signed by our 3rd party administrator. [2]Additional Participants are any 401(k) accounts opened under the same plan sponsor. [3]Express Account Open significantly reduces the transfer time of your funds.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

CLIENT RESPONSIBILITY FORM

Self-Directed Disclosure & Acknowledgment

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com

P.O. Box 52417, Phoenix, AZ 85072-2417

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Horizon Trust Company. as your custodian. You are responsible for the investment of all assets within your account. These investments may involve a high-degree of risk. Horizon Trust Company will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. **Read this entire form carefully before you complete and sign it. By signing this form you consent to all terms and provisions shown on all pages.**

PART 1. PARTICIPANT INFORMATION

Title:	First Name:	M.I.:	Last Name:	Suffix:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

Social Security Number: *(###-##-####)*	Phone:	Email Address:

PART 2. DISCLOSURE & ACKNOWLEDGMENT

By this document and a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K plan agreement, I am naming Horizon Trust Company custodian for my Self Directed IRA. In directing this action, I hereby make the following certifications in accordance with my Horizon Trust Company custodial account agreement:

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K account. Furthermore, I understand that it is not the responsibility of Horizon Trust Company to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.

2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Horizon Trust Company is in no way responsible for providing investment advice or recommendations, and that Horizon Trust Company is not a “fiduciary” for my Account as such term is defined in the Internal Revenue Code (“IRC”), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary or any other applicable federal, state or local laws.

3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Horizon Trust Company has no responsibility to question any investment directions given by me or my Designated Representative, (if I have appointed one), regardless of the nature of the investment. I understand that Horizon Trust Company is in no way responsible for monitoring the performance of the investment held within my Account. I understand that Horizon Trust Company will not conduct a due diligence review of any investment, nor will Horizon Trust Company make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Horizon Trust Company will not review the prudence, viability or merits of any of my investments.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Horizon Trust Company's services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Horizon Trust Company. I acknowledge that Horizon Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Horizon Trust Company Custodial Account Agreement and other Horizon Trust Company forms and/or documents. I further understand that Horizon Trust Company has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Horizon Trust Company compensate my Designated Representative or financial representative in any manner.

5. I understand that Horizon Trust Company does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. <u>I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Horizon Trust Company to process any transaction on behalf of my account</u>.

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Horizon Trust Company makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Horizon Trust Company that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a "disqualified person" as defined in IRC Section 4975 or a "party in interest" as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 591/2, an additional premature distribution excise tax may be imposed.

7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Horizon Trust Company for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Horizon Trust Company shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.

8. I understand that if the investment contains any administrative requirements or duties beyond Horizon Trust Company's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Horizon Trust Company for execution on behalf of my account.

9. I understand that Horizon Trust Company has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by Horizon Trust Company on behalf of my investments, unless I, or my Designated Representative, request each such document in writing.

10. I agree to furnish payment instructions to Horizon Trust Company regarding any invoice, assessment, fee or any other disbursement notification received by Horizon Trust Company on behalf of my investments, and I understand that Horizon Trust Company has no duty or responsibility to disburse any payment until such instructions are received from me, or my Designated Representative.

11. If I direct Horizon Trust Company to purchase a debt instrument as an investment, I agree to enter into an escrow servicing agreement with a third-party Agent on a form acceptable to Horizon Trust Company or to be my own agent in order to administer the terms of the note on behalf of my account. I understand that should I choose a third-party Agent it is still my responsibility to monitor the timeliness of payments and collection of payments. If I elect to renew or re-negotiate the terms of my instrument, I agree to notify the third-party agent and Horizon Trust Company as custodian of my account.

12. If any of the investments I purchase for my account are limited partnerships or limited liability companies, I understand that such investments may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds $1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my account. I understand that Horizon Trust Company does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or cause to have prepared, the proper 990-T tax form and forward it to Horizon Trust Company, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN'). I will not use Horizon Trust Company's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Horizon Trust Company to pay any taxes I may owe with regard to any UBTI that might be incurred.

13. I understand that Horizon Trust Company has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Horizon Trust Company will not be required to monitor the acts of any paid consultant to whom Horizon Trust Company may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
14. I understand that Horizon Trust Company must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Horizon Trust Company has not been provided with an annual market value or good faith estimate, Horizon Trust may distribute that Investment in-kind to me at either the original acquisition cost or the last known value.
15. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of "Horizon Trust Company Custodian for the Self-Directed IRA of (my Name)." I agree that I shall not institute legal action on behalf of my investments without Horizon Trust Company's written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney's fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Horizon Trust Company to incur any costs or legal exposure. I hereby agree to indemnify Horizon Trust Company for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.
16. I understand that should I choose to invest in precious metals it is my responsibility to perform adequate due diligence on the broker I choose to invest with and that the investment I make is an acceptable investment according to IRC 4975. Precious metal accounts are subject to additional fees due to storage costs.
17. I understand that Horizon Trust Company reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Horizon and that Horizon may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Horizon account statement and I may have a tax liability because of this distribution, however, I agree to hold Horizon Trust Company harmless of said liability.
18. I understand that all investments held within my Account are not guaranteed by Horizon Trust Company and that my investments may lose value.

PART 3. PROHIBITED TRANSACTIONS SUMMARY

Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.

General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.

Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect:

a. sale or exchange, or leasing, of any property between a plan and a disqualified person;

b. lending of money or other extension of credit between a plan and a disqualified person;

c. furnishing of goods, services, or facilities between a plan and a disqualified person;

d. transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.

Disqualified person: your fiduciary, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.

Remember that your Horizon Trust Company IRA is fully self-directed. ***You are responsible for the selection, management, and retention time of your investment****. Horizon Trust Company will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any questions regarding any transaction in your IRA, seek help from a tax professional before instructing Horizon Trust Company.*

PART 4. ARBITRATION AGREEMENT

In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:

a. either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

b. the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.

c. the arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.

d. If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

PART 5. ACCOUNT OWNER AUTHORIZATION

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Horizon Trust Company may perform administrative review on any of my investments to determine if the investments are feasible for Horizon Trust Company to maintain appropriate records as to each investment. I acknowledge, however, that Horizon Trust Company will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Horizon Trust Company harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

By signing below I acknowledge that I have read and understand this Client Responsibility Form and specifically acknowledge that I have read and understand Part 3. Prohibited Transactions Summary on page three (3) of this document.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

HORIZON TRUST

INDIVIDUAL 401(k) PLAN
Additional Participant Account Application

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

For Internal Use Only: ☐ Agent Pays Fees
Tracking Code: ____________ Referral Code: ____________

PART 1. PARTICIPANT INFORMATION

Title: | First Name: | M.I.: | Last Name: | Suffix:

Legal Address: | Apt/Unit/Ste: | City: | State: | Zip:

Social Security Number: *(###-##-####)* | Date of Birth: *(MM/DD/YYYY)* | Email Address:

Primary Phone: | Type: | Alt Phone: | Type:

PART 2. EMPLOYER INFORMATION

Type of Business:

☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ C Corporation ☐ S Corporation ☐ Other

Company Name Adopting Plan: | Federal Tax ID #:

Business Address: *(Must be physical address)* | Apt/Unit/Ste: | City: | State: | Zip:

State of Business Incorporation: | Fiscal Year End: | Business Phone:

PART 3. PLAN TRUSTEE INFORMATION

Trustee Name: | Title:

Legal Address: | Apt/Unit/Ste: | City: | State: | Zip:

Trustee Signature: | Date: *(MM/DD/YYYY)*

PART 4. ACCOUNT SETUP INFORMATION

☐ I have reviewed the HTC Fee Schedule.

Account Setup Options

Please select an Annual Fee Option: *(If no election is made, "Standard Account Open" option will be selected by default.)*

☐ Standard Account Open

! Account opened within 3 business days.

☐ Express Account Open *($50.00)*

! Account opened within 1 business day.

Fee Payment Options

1. Choose a method of payment for Account Setup Fees:

☐ Deduct from Account

☐ Check Enclosed

☐ Charge Credit Card
(Complete Credit Card Payment Method Section)

2. Choose a method of payment for subsequent Annual Fees:

☐ Deduct from Account

☐ Check Enclosed

☐ Charge Credit Card
(Complete Credit Card Payment Method Section)

Account Personal Identification Number

Please enter a 4-Digit PIN:

! The undersigned agrees to be bound by the terms and conditions of this PIN request form and the Horizon Trust Company Self-Direct Account Agreement. The undersigned agrees to keep the requested PIN confidential.

Credit Card Payment Method

I have read and understand the Individual 401(k) Plan Custodial Agreement and I authorize the credit card payment by Horizon Trust Company for fees to establish this Individual 401(k) Plan. Not limited to, but including Activation Fee, Annual Fee, and any special service fees associated with this Plan.

Select a Credit Card Type:

☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Cardholder Name:

Card Number:

Expiration Date: *(MM/YY)*

Security Code:

Billing Address:

Apt/Unit/Ste:

City:

State:

Zip:

Funding & Check Titling

Because your account is considered to be the legal owner of your investments, all assets and documents must reflect this ownership. Failure to title assets correctly may cause delays and/or tax consequences. The correct titling should be as follows:

"Horizon Trust FBO: (Your Name) (Account Type)"

Example: Horizon Trust FBO: Jane Doe Roth IRA

PART 5. PLAN LOANS

Plan Loan Eligibility

If "No" is selected, please skip to "Part 6. Plan Responsibility Disclosure & Authorization."

☐ No, **do not** allow Plan Loans.

! Your plan is designed to help you save for retirement and does not allow you to take a loan from your account under the Plan.

☐ Yes, Plan Loans are allowed. *($225.00)*

! Although the Plan is designed primarily to help save for retirement, you may take a loan from the Plan based on the information completed below.

Plan Loan Allowance Options

Please select the Plan's Loan Allowance Options. *(You are permitted 2 loan(s) outstanding at a time.)*

☐ Any Purpose

☐ For Post-Secondary Tuition *(You or Immediate Family)*

☐ To Purchase Principal Residence

☐ For Medical Expenses *(You or Immediate Family)*

☐ For Funeral Expenses

☐ For Uninsured Damage to Principal Residence

☐ For Rent or Mortgage Payments to Prevent Eviction/Foreclosure from Principal Residence

Maximum Loan Value

☐ Maximum Amount Allowed.

! Maximum amount is one-half of the vested balance in the Plan, not to exceed $50,000. *(Whichever is less)*

☐ Other Specified Amount: ____________

! Maximum amount is one-half of the vested balance in the Plan, or the amount specified above, not to exceed $50,000. *(Whichever is less)*

Loan Interest Rate

The minimum allowable rate for all Plan Loans will utilize **Prime Rate (as specified by the Wall Street Journal) plus 2%,** unless a different rate is specified below.

☐ I elect to use a different rate. The Plan Loan will utilize Prime Rate plus: ________ % interest rate.

Plan Effective Date

When did the Plan become effective?

☐ This is a New Plan.
(Complete the information below.)

Effective Date of Plan: ____________

☐ This is an Ammendment & Restatement of a Prior Plan.
(Complete the information below.)

Original Plan Date: ____________ Amended Plan Date: ____________

PART 6. PLAN RESPONSIBILITY DISCLOSURE & AUTHORIZATION

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Administered Prototype 401(k) Plan ("Plan") with Horizon Trust Company ("Company") as your Prototype Plan Provider. Read this entire form carefully before you complete and sign. By signing this form you consent to all terms and provisions shown on all pages. As a Prototype Plan Provider, the Company is not responsible for record keeping for any participant in the Plan. You are responsible for producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the plan. The Company is not the Plan Administrator and does not have fiduciary responsibility for investment of Plan assets, administration of the Plan, or preparing reports for the Plan. Any actions of the Company are solely based on the instructions and direction of the Plan Administrator, the Trustee, and the Custodian. The Company is not a fiduciary under the Plan. The Plan Administrator, Trustee for the Plan, and Custodian are responsible for Plan investments, costs, and fees, and are responsible for answering questions concerning the investment of Plan assets, costs and fees, and any matter relating to the Plan. You should seek the advice of legal counsel and other professional advisors with respect to your investments.

1. I understand that it is not the responsibility of the Company to issue or give advice as to the administration, investment decisions, fee and cost structure of the Plan, or deductibility or non-deductibility of any contributions to the Plan. The reporting of contributions and how contributions are handled are the sole responsibility of the Plan Administrator and the Trustee.
2. As the plan provider, the Company shall act only at the direction of the Trustee and the Plan Administrator and the authorized agent of the Trustee or Plan Administrator. Directions and instructions to the Company shall be in writing, subject to the Company's discretion to act in its discretion upon verbal instructions from the Trustee or Plan Administrator.
3. The Company does not have a right or duty to question any direction or instructions of the Trustee, Plan Administrator, Custodian or participant in the Plan or make recommendations regarding the investment of funds. The Trustee or Plan Administrator may direct the Company to with respect to its role as a prototype plan provider. The Company does not have a duty to determine if any instructions received from a Trustee, Plan Administrator, Custodian, or Plan participant to determine if any instructions are consistent with the terms of the Plan
4. The Company does not have a duty to review the assets held in the Account with respect to the safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of subsequent purchases directed by the Trustee, Plan Administrator, or Agent. The Company shall not be held liable or otherwise accountable for losses incurred as a result of decisions or actions made in accordance with the Trustee, Plan Administrator, or Custodian's directions. The Company shall be fully protected in taking or failing to take any actions in reliance on the instructions or representations of the Trustee, Plan Administrator, or Custodian.
5. The Company is not responsible for communicating forwarding or notifying any party, including the Trustee, Plan Administrator, or Custodian with respect to any communication or matter which comes to the attention of or is received by the Company with respect to any account administered under the Plan.
6. The Company does not assume or incur any liability for or have a duty to inquire into or take action with respect to any acts performed or omitted to be performed by a former Trustee, Plan Administrator or Custodian of the Plan.
7. Except to the extent required by the Employee retirement Income Security Act of 1974 ("ERISA") and related regulations, if any, the Company shall not be a fiduciary, as that term is used under ERISA to the Plan, the Trustee, the Plan Administrator, Custodian, or the participant(s).
8. The Trustee, Plan Administrator, and you are responsible for assuring that certain transactions are prohibited under IRC §4975, ERISA, and related regulations. The Trustee, Plan Administrator, and Custodian have the sole duty to ensure that any actions directed by the Trustee, Plan Administrator, or Custodian do not constitute related-party or prohibited transactions under the provisions of such laws and regulations. The Company shall never be held liable in the event a prohibited transaction results in any loss or penalty to the Plan. The Company does not offer advice as to the form of the Plan, the administration of the Plan, or to ERISA in general. The Company does not offer any tax or legal advice. The Trustee, Plan Administrator, and Custodian shall have the sole duty and responsibility to administer the Plan in accordance with its terms and all applicable laws, rules and regulations, and as need to consult a tax advisor, attorney, the Department of Labor, or the Internal Revenue Service.
9. The Company may respond to any subpoena without prior notice to the Trustee.
10. The Company, as the Prototype Plan Provider, is responsible for record keeping and the administration of the Plan. This includes producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the Plan.
11. The Company is in no way responsible for monitoring the performance of the investments held within the Account or Plan.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

PART 7. IRA CUSTODIAN INFORMATION

Horizon Trust Company
P.O. Box 52417
Phoenix, AZ 85072-2417

Phone: (888) 205 - 6036
Fax: (505) 212 - 0494

Email: operations@horizontrust.com
Website: www.horizontrust.com

HORIZON TRUST

DESIGNATION OF BENEFICIARY
Individual 401(k) Account

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

PART 1. PLAN INFORMATION

Plan Name:	Employer Name:

Business Address: *(Must be physical address)*	Apt/Unit/Ste:	City:	State:	Zip:

PART 2. PARTICIPANT INFORMATION

Title:	First Name:	M.I.:	Last Name:	Suffix:

Legal Address:	Apt/Unit/Ste:	City:	State:	Zip:

Social Security Number: *(###-##-####)*	Date of Birth: *(MM/DD/YYYY)*	Email Address:

PART 3. BENEFICIARY DESIGNATION

I designate that upon my death, the assets in this account be paid to the beneficiaries named below. The interest of any beneficiary that predeceases me terminates completely, and the percentage share of any remaining beneficiaries will be increased on a pro rata basis. If no beneficiaries are named, my estate will be my beneficiary.

Current Marital Status

Please select an option.

☐ I Am Not Married

! I understand that if I become married in the future, my spouse will be my Primary Beneficiary unless I complete a new Designation of Beneficiary form and my spouse consents to my designation.

☒ I Am Married

! I understand that my spouse will be my Primary Beneficiary. However, I understand that I may designate a Primary Beneficiary other than or in addition to my spouse if my spouse consents to my designation.

Beneficiary Designation Options

Please select an option. When adding beneficiaries, if the share % of previously designated beneficiary(ies) changes, restate all beneficiaries and the corresponding share %, if the previous percentages are no longer correct.

☐ No Beneficiary(ies)

! I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

☐ Add Beneficiary(ies)

! I designate the individual(s) or entity named below as my primary and/or contingent beneficiary(ies) of my qualified plan balance. This list supplements, but does not replace, the beneficiary(ies) previously designated by me prior to this Designation of Beneficiary form.

☐ Replace Beneficiary(ies)

! I designate the individual(s) or entity named below as my primary and/or contingent beneficiary(ies) of my qualified plan balance and hereby revoke all prior beneficiary(ies) designations, if any, made by me.

Beneficiary Information

If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in my qualified plan balance. Multiple contingent beneficiaries with no share percentages indicated will also be deemed to share equally. If any primary or contingent beneficiary dies before me, his or her interst and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be incresed on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my qualified plan balance. The total beneficiary share percentage designated MUST equal 100%. Treasury Reg 1.401(a)(9) defines an eligible trust as beneficiary as irrevocable or a revocable trust that it becomes reclassified as irrevocable upon death. If a revocable trust is listed as either a primary or contingent beneficiary, the account owner is responsible to ensure it meets the Plan requirements.

Beneficiary 1.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

Beneficiary 2.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

Beneficiary 3.

☐ Primary Beneficiary ☐ Contingent Beneficiary

Title:	First Name:	M.I.:	Last Name:	Suffix:	Share %:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

SSN or EIN:	Date of Birth: *(MM/DD/YYYY)*	Relationship:

☐ Check here if additional beneficiaries are listed on an attached addendum. Total number of addendums attached: ______

PART 4. SPOUSAL CONSENT *(If Applicable)*

I am the spouse of the above-named participant. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this qualified plan, I have been advised to see a tax professional.

I hereby give the participant any interest I have in the funds or property deposited in this qualified plan and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Plan Administrator or Employer of this qualified plan.

Signature of Spouse:	Spouse Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

! (Must be witnessed. See below.)

☐ **The Plan Administrator will check here if the following election does NOT apply. See instruction on following page.**

As a married participant in my employer's qualified retirement plan, I acknowledge that I have read the information about Qualified Pre-Retirement Survivor Annuities on the following page of this form. I understand that when I die, any amount remaining in my plan account will be paid to my surviving spouse in the form of a Qualified Pre-Retirement Survivor Annuity. I understand that I have a right to waive that form of payment.

I hereby elect to waive the requirement that my surviving spouse be paid any benefits that I may have in the plan at the time of my death in the form of a Qualified Pre-Retirement Survivor Annuity. I understand and agree that this waive is valid only if my spouse has consented by reading and signing the statement below.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

I am the spouse of the participant named above. I hereby consent to my spouse's election not to have benefits remaining in his or her plan paid in the form of a Qualified Pre-Retirement Survivor Annuity at his or her death. I understand that my consent cannot be revoked unless my spouse revokes the above waiver.

Signature of Spouse:	Spouse Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

! (Must be witnessed. See below.)

Witness Acknowledgement

The signature of the spouse must be witness by a notary public or signature guarantee as required.
(Witness applies to either or both waivers above.)

Notary Public / Signature Guarantee: ____________________ Date: __________

Participant Signature: ____________________ Date: __________

Witness Signature: ____________________ Date: __________

PART 5. IMPORTANT PLAN INFORMATION

About Qualified Pre-Retirement Survivor Annuities

If you are a married participant in your employer's qualified retirement plan, the law requires that any amount remaining in your plan account be paid to your surviving spouse in a certain manner at your death. This manner of payment, called a "Qualified Pre-Retirement Survivor Annuity," will provide your spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your plan account.

For example, assume that a participant dies with an account balance of $10,000. If the balance is paid to the surviving spouse in the form of a Qualified Pre-Retirement Survivor Annuity, the annuity will provide the spouse with monthly payments of $76.60. (This payment amount is an estimate based on the Individual Annuity Mortality Tables - 71 using a 5 percent interest rate with payments commencing at age 65.)

You may elect to waive the following:

1. The requirement that your surviving spouse be paid in the form of a Qualified Pre-Retirement Survivor Annuity, and
2. The requirement that your spouse be your beneficiary (only if applicable).

You may make either or both of the above elections beginning with the first day after which you become a participant in the plan. Any waiver election you sign before age 35 will become invalid the first day of the plan year in which you attain age 35. At that time you may again waive the Qualified Pre-Retirement Survivor Annuity and the requirement that your spouse be your beneficiary.

Your spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time before your death. Your spouse must also consent to any subsequent changes of beneficiary.

If your vested account balance is $5,000 or less at the time of your death, the plan administrator may make a distribution to your surviving spouse in a single sum cash payment even if you did not waive the Qualified Pre-Retirement Survivor Annuity.

Because a spouse has certain rights under the law, you should inform your plan administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Designation of Beneficiary form.

For more information regarding Pre-Retirement Survivor Annuities, contact your plan administrator (employer).

Instructions for Waiver Election for Qualified Pre-Retirement Survivor Annuities

EMPLOYER: The Waiver Election is applicable to all money purchase pension plans, defined benefit pension plans, and target benefit plans. It also applies to profit sharing plans and 401(k) plans if you did not select the REA Safe Harbor found in your Adoption Agreement. If you did select the REA Safe Harbor provision and no existing plan assets are subject to the REA annuity requirements, place a check mark in the box indicating the QPSA section does not apply.

PARTICIPANT: You and your spouse must complete the Waiver Election section if the box has not been checked.

HORIZON TRUST

FEE SCHEDULE
Individual 401(k) Accounts

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

INDIVIDUAL 401(K) FEES

Services	Fees
Initial Setup Fee Including Plan Document[1]	$350 with Roth
Year 1 Fee	$445
Annually After Year 1	$595
Annual Buy / Sell Transactions Included	4
Additional Buy / Sell Transactions	$50

Included Administrative Services

Form SS4	Included

Individual 401(k) includes Online Account Access

ADDITIONAL INDIVIDUAL 401(K) ADMINISTRATIVE SERVICES

Additional Participant[2] $175
Rerun of Contribution $150
Loan Setup Fee $350
Loan Default Fee $150
Loan Maintenance Fee .... $50 / year
Distribution / Hardship $75
Plan Amendment $150
Form 1099-R $100
Form 5500 Preparation $350

SERVICES & OPTIONAL FEES

Express Account Open[3] *(Recommended)* $50
Check Fee / ACH Fee $5
ACH Declined / NSF Fee $30
Cashier's Check $15
Express Investment Processing *(Same Day / 24hrs)* $50
Wire Fee .... $35 each
Overnight Mail Fee $40
IRA Special Service Fee .... $100 per hour
(Including but not limited to extensive research)
Document Handling Fee $5
Medallion Guarantee $25
Stop Payment .... $30 each
Returned Check Fee .... $30 each
Late Fee .... $25 per 30 days
Plan Termination Fee $500
Auto Plan Loan Repayment .... $30 / year
5500 Extension Filing $150

! Horizon Trust requires all accounts to maintain a $500 Minimum Cash Balance at all times.

Fees are subject to change with 30 days written notice. [1]Plan establishment document, Basic Plan Document, and IRS Determination Letter will be sent via email to be electronically signed by our 3rd party administrator. [2]Additional Participants are any 401(k) accounts opened under the same plan sponsor. [3]Express Account Open significantly reduces the transfer time of your funds.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

CLIENT RESPONSIBILITY FORM

Self-Directed Disclosure & Acknowledgment

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
P.O. Box 52417, Phoenix, AZ 85072-2417

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Horizon Trust Company. as your custodian. You are responsible for the investment of all assets within your account. These investments may involve a high-degree of risk. Horizon Trust Company will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. **Read this entire form carefully before you complete and sign it. By signing this form you consent to all terms and provisions shown on all pages.**

PART 1. PARTICIPANT INFORMATION

Title:	First Name:	M.I.:	Last Name:	Suffix:

Address:	Apt/Unit/Ste:	City:	State:	Zip:

Social Security Number: *(###-##-####)*	Phone:	Email Address:

PART 2. DISCLOSURE & ACKNOWLEDGMENT

By this document and a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K plan agreement, I am naming Horizon Trust Company custodian for my Self Directed IRA. In directing this action, I hereby make the following certifications in accordance with my Horizon Trust Company custodial account agreement:

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K account. Furthermore, I understand that it is not the responsibility of Horizon Trust Company to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.

2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Horizon Trust Company is in no way responsible for providing investment advice or recommendations, and that Horizon Trust Company is not a "fiduciary" for my Account as such term is defined in the Internal Revenue Code ("IRC"), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary or any other applicable federal, state or local laws.

3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Horizon Trust Company has no responsibility to question any investment directions given by me or my Designated Representative, (if I have appointed one), regardless of the nature of the investment. I understand that Horizon Trust Company is in no way responsible for monitoring the performance of the investment held within my Account. I understand that Horizon Trust Company will not conduct a due diligence review of any investment, nor will Horizon Trust Company make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Horizon Trust Company will not review the prudence, viability or merits of any of my investments.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Horizon Trust Company's services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Horizon Trust Company. I acknowledge that Horizon Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Horizon Trust Company Custodial Account Agreement and other Horizon Trust Company forms and/or documents. I further understand that Horizon Trust Company has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Horizon Trust Company compensate my Designated Representative or financial representative in any manner.

5. I understand that Horizon Trust Company does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. <u>I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Horizon Trust Company to process any transaction on behalf of my account</u>.

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Horizon Trust Company makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Horizon Trust Company that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a "disqualified person" as defined in IRC Section 4975 or a "party in interest" as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 591/2, an additional premature distribution excise tax may be imposed.

7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Horizon Trust Company for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Horizon Trust Company shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.

8. I understand that if the investment contains any administrative requirements or duties beyond Horizon Trust Company's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Horizon Trust Company for execution on behalf of my account.

9. I understand that Horizon Trust Company has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by Horizon Trust Company on behalf of my investments, unless I, or my Designated Representative, request each such document in writing.

10. I agree to furnish payment instructions to Horizon Trust Company regarding any invoice, assessment, fee or any other disbursement notification received by Horizon Trust Company on behalf of my investments, and I understand that Horizon Trust Company has no duty or responsibility to disburse any payment until such instructions are received from me, or my Designated Representative.

11. If I direct Horizon Trust Company to purchase a debt instrument as an investment, I agree to enter into an escrow servicing agreement with a third-party Agent on a form acceptable to Horizon Trust Company or to be my own agent in order to administer the terms of the note on behalf of my account. I understand that should I choose a third-party Agent it is still my responsibility to monitor the timeliness of payments and collection of payments. If I elect to renew or re-negotiate the terms of my instrument, I agree to notify the third-party agent and Horizon Trust Company as custodian of my account.

12. If any of the investments I purchase for my account are limited partnerships or limited liability companies, I understand that such investments may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds $1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my account. I understand that Horizon Trust Company does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or cause to have prepared, the proper 990-T tax form and forward it to Horizon Trust Company, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN'). I will not use Horizon Trust Company's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Horizon Trust Company to pay any taxes I may owe with regard to any UBTI that might be incurred.

13. I understand that Horizon Trust Company has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Horizon Trust Company will not be required to monitor the acts of any paid consultant to whom Horizon Trust Company may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
14. I understand that Horizon Trust Company must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Horizon Trust Company has not been provided with an annual market value or good faith estimate, Horizon Trust may distribute that Investment in-kind to me at either the original acquisition cost or the last known value.
15. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of "Horizon Trust Company Custodian for the Self-Directed IRA of (my Name)." I agree that I shall not institute legal action on behalf of my investments without Horizon Trust Company's written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney's fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Horizon Trust Company to incur any costs or legal exposure. I hereby agree to indemnify Horizon Trust Company for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.
16. I understand that should I choose to invest in precious metals it is my responsibility to perform adequate due diligence on the broker I choose to invest with and that the investment I make is an acceptable investment according to IRC 4975. Precious metal accounts are subject to additional fees due to storage costs.
17. I understand that Horizon Trust Company reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Horizon and that Horizon may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Horizon account statement and I may have a tax liability because of this distribution, however, I agree to hold Horizon Trust Company harmless of said liability.
18. I understand that all investments held within my Account are not guaranteed by Horizon Trust Company and that my investments may lose value.

PART 3. PROHIBITED TRANSACTIONS SUMMARY

Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.

General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.

Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect:

a. sale or exchange, or leasing, of any property between a plan and a disqualified person;

b. lending of money or other extension of credit between a plan and a disqualified person;

c. furnishing of goods, services, or facilities between a plan and a disqualified person;

d. transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.

Disqualified person: your fiduciary, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.

*Remember that your Horizon Trust Company IRA is fully self-directed. **You are responsible for the selection, management, and retention time of your investment**. Horizon Trust Company will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any questions regarding any transaction in your IRA, seek help from a tax professional before instructing Horizon Trust Company.*

PART 4. ARBITRATION AGREEMENT

In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:

a. either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

b. the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.

c. the arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.

d. If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

PART 5. ACCOUNT OWNER AUTHORIZATION

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Horizon Trust Company may perform administrative review on any of my investments to determine if the investments are feasible for Horizon Trust Company to maintain appropriate records as to each investment. I acknowledge, however, that Horizon Trust Company will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Horizon Trust Company harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

By signing below I acknowledge that I have read and understand this Client Responsibility Form and specifically acknowledge that I have read and understand Part 3. Prohibited Transactions Summary on page three (3) of this document.

Signature of Participant:	Participant Name: *(Print or Type)*	Date: *(MM/DD/YYYY)*

(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com

P.O. Box 52417, Phoenix, AZ 85072-2417

This agreement is supplemental to the terms and conditions of the Basic Plan Document. The Account Owner, as defined herein, is establishing a Custodial Account, as defined herein, to provide for his or her retirement and for the support of his or her beneficiaries after death. The Account Owner agrees to the following agreement:

ARTICLE 1 – DEFINITIONS

1.1 **Account or Custodial Account** – "Account" or "Custodial Account" means the account established pursuant to Article 2.

1.2 **Account Owner** – "Account Owner" means the individual who completed the Participant Account Application.

1.3 **Agreement** – "Agreement" means this Horizon Trust Company Custodial Account Agreement by and among the Account Owner, the Trustee(s), the Designated Representative(s), and the Custodian.

1.4 **Basic Plan Document** – "Basic Plan Document" refers to the Defined Contribution Basic Plan Document, and any amendments thereto, that is applicable to the Qualified Plan and Account.

1.5 **Code** – "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.6 **Custodial Property** – "Custodial Property" means all of the money, securities, debt instruments and other property which may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

1.7 **Custodian** – "Custodian" means Horizon Trust Company as defined in the Basic Plan Document.

1.8 **Designated Representative** – "Designated Representative" means the Person, if any, who is authorized to give directions to the Custodian, or to vote or otherwise manage any asset of the Custodial Account.

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

1.10 **Force Majeure** – "Force Majeure" means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure.

1.11 **Instruction** – An "Instruction" to the Custodian is any oral, written or electronic direction given in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

1.12 **Investment Manager** – "Investment Manager" means any Person defined as such under ERISA Section 3(38) who has been appointed in accordance with Section 5.1(a) to manage the investment of all or any specified portion of the Custodial Account.

1.13 **Person** – "Person" means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.14 **Plan Administrator** – "Plan Administrator" is defined in the Basic Plan Document, which refers to the Adopting Employer in the Adoption Agreement.

1.15 **Prototype Plan Sponsor** – "Prototype Plan Sponsor" means Horizon Trust Company as defined in the Basic Plan Document.

1.16 **Qualified Plan** – "Qualified Plan" means the retirement plan or eligible deferred compensation plan maintained by the Account Owner under Code Section 401(a) or 457(b), as applicable, as designated above, some or all of the assets of which are held by the Custodian pursuant to the terms of this Agreement.

1.17 **Trustee** – "Trustee" means the trustee(s) of the Qualified Plan, as defined above, or a Person that is treated as a trustee of the Qualified Plan pursuant to Code Section 401(f) and the regulations thereunder.

ARTICLE 2 – ESTABLISHMENT OF CUSTODIAL ACCOUNT

The Account Owner hereby requests that the Custodian establish a Custodial Account for and in the name of the Account Owner, and represents that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Account Owner. The Custodian shall not be obligated to provide detailed accounting for the Account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers, and Account Owner agrees to look solely to the recordkeeper that Account Owner has retained for all such detailed information.

ARTICLE 3 – APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

3.1 **Appointment; Acceptance** – The Custodian, in consideration of the deposit by the Account Owner of funds into the Account, and other valuable consideration, hereby agrees to act as Custodian of the Account on the terms and conditions of this Agreement. The Account Owner, in consideration of the agreement by the Custodian to perform the duties of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.

3.2 **Custodian Acting in Passive Capacity Only** – The Custodian, on behalf of the Account Owner, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Custodial Property in accordance with the terms of this Agreement. The Custodian is acting solely as a passive, directed, and non-discretionary custodian to hold Custodial Property and the Custodian has no discretion to direct any investment in the Account. Accordingly, the Custodian is not a fiduciary (as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state or local laws) with respect to the Account, and the Account Owner acknowledges and agrees that the Custodian is not a fiduciary with respect to the Account. From time to time, Custodian may provide general investment information regarding the products it offers through webinars, newsletters, social media posts, its website, and other forums, which the Account Owner acknowledges and agrees is not investment advice. Similarly, the Account Owner acknowledges and agrees that the Custodian may participate in events with other companies in its industry, which is not and should not be interpreted as an endorsement of any of the other participants. The Account Owner further acknowledges and agrees that the Custodian is strictly a passive Custodian and as such does not provide legal or tax services or advice with respect to investments; and the Account Owner releases and indemnifies and agrees to hold harmless and defend the Custodian in the event that any investment or sale of Account assets pursuant to a Direction of Investment form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the Account Owner, the Account, or the Custodian.

The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Qualified Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration or investment of the Custodial Property other than as directed by the Account Owner, Designated Representative, or properly designated Investment Manager hereunder. The Custodian may refuse to exercise any power that it believes, in its sole judgment, could cause it to become a “fiduciary” or “plan administrator” as defined under ERISA, or cause it to be exercising trust powers in contravention of any state or federal law to which it may be subject.

The Custodian does not offer any investment advice, nor does the Custodian endorse any investment, investment product or investment strategy; and the Custodian does not endorse any investment, investment advisor, representative, broker, or other party selected by the Account Owner. The Custodian has no responsibility to question or otherwise evaluate any investment directions given by the Account Owner or by any investment advisor or representative appointed by the Account Owner. It is the Account Owner’s responsibility to perform proper due diligence with regard to any such investment, representative, investment advisor, broker or other party. The Custodian will follow the directions of any such investment advisor, representative, broker or other party selected by the Account Owner provided the Account Owner furnishes the Custodian with written authorization and documentation acceptable to the Custodian, and the Custodian will be entitled to all the same protections and indemnities in its reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by the Account Owner. The Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate or perform due diligence for any investment directed by the Account Owner or its investment advisor, representative or agent; nor shall the Custodian be responsible to notify the Account Owner or take any action should there be any default or other obligation with regard to any investment. Any review performed by the Custodian with respect to an investment shall be solely for the Custodian’s own purposes of determining compliance with the Custodian’s internal policies, practices, and standards, as the Custodian determines from time to time and the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company or investment strategy. The Custodian also has the right not to affect any transaction/ investment which the Custodian deems to be beyond the scope of its administrative responsibilities, capabilities or expertise or that the Custodian determines in its sole discretion does not comport with the Custodian’s internal policies, practices or standards. The Custodian has no duty or obligation to notify the Account Owner with respect to any information, knowledge, irregularities or the Custodian’s concerns relating to the investment or the Account Owner’s investment advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by the Custodian. The Custodian shall use reasonable efforts to acquire or sell investments in accordance with the Account Owner’s directions within a reasonable period of time after the Custodian has received an investment direction and the Custodian shall make reasonable efforts to notify the Account owner if Custodian is unable or unwilling to comply with an investment direction. Subject to the foregoing, the Custodian shall remit funds as directed, but have no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by the Account Owner.

3.3 **Account Owner Direction to the Custodian** – Except as provided herein, the Account Owner or the Designated Representative, on behalf of the Account Owner, shall provide direction to the Custodian through written notice acceptable to Custodian. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Account Owner or Designated Representative provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon, and be indemnified by the Account Owner when in acting in good faith upon, any Instruction from the Designated Representative or the Account Owner, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

Account Owner represents and warrants to Custodian that any information Account Owner has given or will give Custodian with respect to this Agreement is complete and accurate, and Account Owner acknowledges and agrees that any representations, warranties and agreements Account Owner has made as part of or in connection with Account Owner's Application are hereby incorporated herein and made a part of this Account Agreement. Further, Account Owner agrees that any directions Account Owner gives Custodian, or action Account Owner takes will be in compliance with applicable laws and proper under this Agreement, and that Custodian is entitled to rely upon any such information or directions. If Custodian fails to receive directions from Account Owner regarding any transaction, or if Custodian receives ambiguous directions regarding any transaction, or Custodian, in good faith, believes that any transaction requested is in dispute, Custodian reserves the right to take no action until further clarification acceptable to Custodian is received from Account Owner or the appropriate government or judicial authority. Custodian shall not be responsible for losses of any kind that may result from Account Owner's directions to Custodian or Account Owner's actions or failures to act or for Custodian's exercising Custodian's right to take no action until Custodian has received further clarification acceptable to Custodian, and Account Owner agrees to reimburse and indemnify Custodian for any loss Custodian may incur as a result of such directions, actions or failures to act. Custodian shall not be responsible for any penalties, taxes, judgments or expenses Account Owner incurs in connection with the Account. Custodian has no duty to determine whether Account Owner's contributions or distributions comply with the Code, Regulations, rulings or this Agreement. Custodian may permit Account Owner to appoint, through written notice acceptable to Custodian, an authorized agent to act on Account Owner's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, and investment manager); however, Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. Custodian shall not be responsible for losses of any kind that may result from directions, actions or failures to act by Account Owner's authorized agent, and Account Owner agrees to reimburse and indemnify Custodian for any loss Custodian may incur as a result of such directions, actions or failures to act by Account Owner's authorized agent. Except as otherwise indicated herein, Account Owner will have sixty (60) days after Account Owner receives any documents, statements or other information from Custodian to notify Custodian in writing of any errors or inaccuracies reflected in these documents, statements or other information. If Account Owner does not notify Custodian within sixty (60) days, the documents, statements or other information shall be deemed correct and accurate, and Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement, Custodian is acting as Account Owner's agent. Account Owner acknowledges and agrees that Custodian is not Account Owner's fiduciary, as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state or local laws) and has no fiduciary duties to Account Owner or with respect to Account Owner's account and nothing in this Agreement shall be construed as conferring fiduciary status upon Custodian. Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement and as directed by Account Owner, or as required under the Code and the Regulations promulgated thereunder. Custodian may employ agents and organizations for the purpose of performing administrative or other custodial-related services with respect to the Account for which Custodian otherwise has responsibility under this Agreement, and the limitations on Custodian's duties to Account Owner under this Agreement or otherwise shall also apply with respect to each agent or organization so employed. Account Owner represents to Custodian that if a mandatory distribution arises, Account Owner will have the ability to meet any mandatory distribution requirements from the Account. Account Owner agrees to release and indemnify, hold harmless and defend Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss, resulting to the Account, to Account Owner or to any beneficiary or incurred by or asserted against Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by Account Owner or Account Owner's investment advisor or resulting from serving as the custodian hereunder, including, without limitation, claims, damages, liability, actions, and losses asserted by Account Owner. Account Owner agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action Account Owner or Account Owner's investment advisor directed through Custodian, including, without limitation, claims asserted by Account Owner, any state or federal regulatory authority or self-regulatory organization. To the extent written instructions or notices are required under this Agreement; Custodian may accept or provide such information in any other form permitted by the Code or applicable regulations.

ARTICLE 4 – CONTRIBUTIONS AND TRANSFERS

4.1 **Receipt of Assets** – Subject to restrictions mutually acceptable to the Account Owner and the Custodian on the categories of assets, the Custodian will receive and accept for the Custodial Account all money, securities and other property transferred, assigned and delivered to it from any source by or at the direction of the Account Owner or a Designated Representative or an Investment Manager. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor of such assets to transfer them to the Custodian.

4.2 **Role of Custodian with Respect to Assets** – The Custodian will maintain safe custody of such money, securities and other property as it actually receives for the Custodial Account. The Custodian has no duty or authority to require any contributions or transfers to be made under the Qualified Plan to the Custodian, compute any amount to be contributed or transferred under the Qualified Plan to the Custodian, determine whether amounts received by the Custodian comply with the Qualified Plan, the Code, ERISA, if applicable, or any other applicable law, or enforce contribution amounts for sufficiency under the Code or ERISA, if applicable. The Custodian will not be responsible for any transferred asset until it receives such asset.

4.3 **Location of Evidence of Ownership** – Except as permitted by ERISA, the Custodian will not maintain the indicia of ownership of any assets of the Custodial Account outside the jurisdiction of the district courts of the United States.

4.4 **Unidentified Assets** – If the Custodian receives any money, securities or other property from a source other than the Account Owner and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Custodian is authorized to return such assets to the Person from whom they were received. The Custodian will not be liable for any assets returned in such circumstances.

ARTICLE 5 – INVESTMENTS

5.1 **Investment Control**

a. *In General*. The Account Owner has exclusive responsibility for and control over the investment of the assets of the Account. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; the Custodian's internal policies, standards and practices; and this Agreement. After the Account Owner's death, Account Owner's beneficiary(ies) shall have the right to direct the investment of the Account, subject to the same conditions that applied to Account Owner during Account Owner's lifetime under this Agreement. Custodian will not exercise the voting rights and other shareholder rights with respect to investments in Account Owner's Account unless Account Owner provides timely written directions acceptable to Custodian according to Custodian's then current policies and procedures. Account Owner will select the type of investment for the Account, provided, however, that the selection of investments shall be limited to those types of investments that comport with Custodian's internal policies, practices, and standards and are deemed administratively feasible by Custodian. Custodian may, or an associated business may, in its, or their, sole discretion, make available to Account Owner, additional opportunities, which may include publicly traded securities, mutual funds, money market instruments and other offerings that are obtainable by the Custodian, or an associated business, and that the Custodian, or such associated business, are capable of holding in the ordinary course of business.

b. *Investment Documentation*. In directing the Custodian with respect to any investment, the Account Owner must utilize the Custodian's Direction of Investment form or such other form acceptable to the Custodian. The Custodian shall be fully protected in acting upon any instrument, certificate, paper or transmission believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other form acceptable to the Custodian, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Account Owner authorizes and directs the Custodian to execute and deliver any and all documents delivered to the Custodian in connection with an Account's investments; and the Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the Account Owner's investment direction. The Account Owner authorizes and directs the Custodian to correct errors in investment titling without notice to the Account Owner and to correct other minor clerical errors with telephone or email consent from the Account Owner upon verification of identity. The Custodian retains electronic copies of documents related to an Account in the Custodian's capacity as a recordkeeper and not as any type of safekeeping agent. However, the Custodian requires all original stock certificates titled in the name of an Account to be held by the Custodian.

5.2 **Role of Custodian**

a. *Processing Transactions*. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Account Owner will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Account Owner which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Upon application by the Account Owner, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Account Owner subject to immediate confirmation of such Instructions by email or in writing by the Account Owner.

b. *Legitimate Delay*. The Custodian may delay the processing of any investment transaction due to a Force Majeure, government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

c. *Other Limitations*. Except as may otherwise be required by ERISA, the Custodian will invest the Custodial Account as directed by the Account Owner, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any investment direction the Custodian receives in proper form, or inquire into the authority or right of the Account Owner to make any investment direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no Instruction is received.

5.3 **Nondiscretionary Investment Authority** – Subject to ERISA, to the extent applicable:

a. Account Owner agrees that the Custodian shall not supervise the investment of, or advise, or make recommendations to the Account Owner with respect to the purchase, sale or other disposition of any assets of the Custodial Property.

b. The Custodian is authorized to collect all investment earnings of any nature of the Custodial Property, including interest, dividends, proceeds of the sale and other monies due and collectible that arise from the investment of the assets of the Custodial Property (collectively, "Custodial Property Income") and to credit such Custodial Property Income to the Account.

c. Account Owner authorizes and instructs the Custodian to register all assets of the Custodial Property in the name of the Custodian or of a nominee. Unless otherwise agreed in writing by the parties, registered securities shall be held in the name of:

Horizon Trust Company FBO [Name of Account Owner][Account Type]

d. All proxies received by the Custodian with respect to securities owned by the Custodial Property and other reports to stockholders issued by any issuer will be forwarded to the Account Owner.

5.4 **Investment Restrictions** – The Account Owner shall direct the Custodian to purchase or sell only investments that comply with the Custodian's and/or its affiliates policies and procedures, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable state and federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Account Owner and the Custodian. The Account Owner may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Account Owner may limit the available investment options under the Qualified Plan. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

5.5 **Investment Conforms to All Applicable Securities Laws**- The Account Owner represents to the Custodian that if any investment by the Account Owner is a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and the Account Owner releases and waives all claims against the Custodian for its role in carrying out the Account Owner's instructions with respect to such investment. The Account Owner acknowledges that the foregoing representation is being relied upon by the Custodian in accepting the Account Owner's investment directions and the Account Owner agrees to indemnify the Custodian with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation, including, without limitation, claims asserted by the Account Owner.

5.6 **Investment of Amounts in the IRA** – You have exclusive responsibility for and control over the investment of the assets of your IRA. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this agreement. After your death, your beneficiaries will have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 8.03 of this article). We will have no discretion to direct any investment in your IRA. We assume no responsibility for rendering investment advice with respect to your IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we will have the right to hold any uninvested amounts in cash, and we will have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your IRA unless you provide timely written directions acceptable to us.

You will select the investment for your IRA assets from those investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for IRAs (e.g., term share accounts, passbook accounts, certificates of deposit, money market accounts.) We may in our sole discretion make available to you additional investment offerings, which will be limited to publicly traded securities, mutual funds, money market instruments, and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

ARTICLE 6 – ADMINISTRATIVE MATTERS

6.1 **Records; Inspection and Audit** – The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Account Owner, provided the Custodian is given reasonable advance written notice of such inspection by the Account Owner.

6.2 **Accounting** – On direction of the Account Owner or Designated Representative, and if agreed to in writing by the Custodian, the Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. The Custodian will also furnish the Account Owner with such other information as the Custodian possesses and which is necessary for the Account Owner to comply with the reporting requirements of ERISA, as applicable. An accounting will be to have been approved by the Account Owner unless the Account Owner or Designated Representative objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian shall be forever released from any and all liability with respect to the Account.

6.3 **Valuation of Assets** – The assets of the Custodial Account will be valued at the most recent fair market value ("FMV"). The IRS definition of FMV is the price at which the asset would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell, and both having a reasonable knowledge of the relevant facts. For additional guidance to determine FMV, refer to the Code and to the Treasury Regulations.

The Account Owner must provide the Custodian with a credible valuation of the assets on an annual basis and when a distribution is made to the Account Owner. Such valuations must be provided no later than 30 days after the Custodian requests the valuation in order to generate accurate IRS or DOL reporting. The Account Owner may also direct the Custodian in writing to accept and report a credible valuation of the assets provided by another party or directly from the investment provider (hereinafter designee).The Custodian will not be responsible for verifying the accuracy of the FMV the Account Owner or the Account Owner's designee provided to the Custodian.

If the Account Owner does not provide an acceptable valuation to the Custodian when required, the Account Owner agrees that the Custodian may, but is not required to, seek a valuation determination. The expenses incurred in preparing such a valuation will be considered the expense of the Account and may be debited from the Account. If the Account has insufficient liquid assets to pay these expenses, the Account Owner can pay them if allowed under applicable law and regulations. If the Custodian obtains a determination of the value of any asset in the Account for recordkeeping or reporting purposes, the Custodian will use reasonable good faith efforts. Illiquid assets can be difficult to value accurately, particularly without sometimes costly and time-consuming appraisals. Therefore, the Custodian neither guarantees the appropriateness of the appraisal techniques the Custodian used, nor does the Custodian assume responsibility for the accuracy of the valuations obtained.

At any point after the Account Owner, or the Account Owner's designee, fails to provide an acceptable valuation of an asset for a period exceeding 12 months after the Custodian requests the valuation, the Custodian may, but is not required to, distribute the asset of the Account to the Trustee or to the Qualified Plan's trust and shall reregister in the name of the Trustee or the Qualified Plan's trust any investments in the Account that are registered in the Custodian's name. Any reporting that may be required for this distribution will based upon the last acceptable valuation provided to the Custodian (or the valuation that was originally provided to the Custodian) as appropriate. The Custodian shall have no responsibility or liability for the tax, legal, or other consequences related to that distribution.

The Custodian may receive documentation from investment providers or asset holders regarding assets in the Account. The Custodian may, but is not obligated to, forward this information to the Account Owner. It will remain the Account Owner's sole responsibility to request and ensure they receive all applicable documentation regarding their investments.

6.4 **Record Retention** – The Custodian will retain its records relating to the Custodial Account as long as necessary for the proper administration of the Custodial Account and at least for any period required by applicable law. Writing, photostating, photographing, micro-filming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.

6.5 **ERISA Section 404(a)(5) Participant Disclosures** – Custodian shall have no obligation whatsoever to provide any participant disclosures required by 29 CFR §2550.404a-5.

6.6 **Action by the Custodian** – The Custodian may delegate ministerial acts, specifically including, but not limited to, the signing and mailing of checks, the printing and mailing of statements, endorsement of stock certificates, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Custodian.

ARTICLE 7 – DISTRIBUTIONS; TAXES

7.1 **Distributions** – The Custodian is authorized to release securities and cash investments in the Account to the Account Owner on the written order of the Account Owner and upon such further written confirmation as the Custodian shall reasonably request. The Custodian may retain such securities as shall be reasonably necessary or appropriate in its opinion to ensure that such assets are available to discharge any liabilities of the Account Owner or the Account to the Custodian, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement.

7.2 **Authorization with Respect to Taxes** – The Custodian may execute, as custodian, any declarations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Account Owner. The Custodian may withhold from any distribution to a participant or beneficiary, made at the direction of the Account, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. The Account Owner or its Designated Representative shall calculate all taxes and withholding and shall provide the Custodian all information necessary for the Custodian to carry out such withholding in a timely fashion, and to file all required returns, reports, or other documents with the applicable taxing authorities with respect to distributions by the Custodian to participants and beneficiaries and amounts withheld thereon. The Plan Administrator is responsible for the preparation and filing of all other tax forms, which includes, but is not limited to the Form 5500-EZ, as applicable.

ARTICLE 8 – COMPENSATION AND EXPENSES

8.1 **Generally** – The Custodian will be entitled to receive compensation for its services provided hereunder as may be agreed upon in writing with the Account Owner. The Account Owner represents that it has determined that the compensation to be paid to the Custodian is reasonable and that the Account Owner will, in advance of any later agreement, determine that the compensation is reasonable. The Custodian or its affiliate will retain any earnings credited on any funds in the Account pending investment direction and pending distribution as part of its compensation for services provided. The Custodian will also be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. In addition, the Trustee shall also be bound by and authorizes the Custodian to pay fees and expenses pursuant to written schedules of fees entered into from time to time by the Account Owner. The Account Owner or Designated Representative has informed the Trustee of such fee schedule and the Trustee and the Trust agree to be bound thereby. The Trustee also authorizes the Custodian to debit such fees and expenses from the Account from time to time without further authorization from the Trustee. The schedule of fees may be changed from time to time upon agreement between the Account Owner and the Custodian. In addition, Custodian has the right to collect or otherwise receive any interest or other income earned or generated from the pooled trust account and any Uninvested Cash Funds (as defined in Section 5.5), and to be reimbursed for all expenses, including legal expenses, Custodian incurs in connection with the administration of the Account. Custodian may charge Account Owner separately for any fees or expenses. Custodian reserves the right to charge any additional, reasonable fee to Account Owner. Fees such as sub-accounting and other service fees may be paid to Custodian or an associated business by third-parties for assistance in performing certain transactions with respect to this Account. In addition, Custodian or an associated business may receive other income from third-parties in connection with performing such services or the purchase and sale of publicly-traded securities, privately-held securities, or any other assets which may or may not be deemed to be securities, which the Account Owner may have directed the Custodian to purchase or sell. Each party hereto shall be responsible for reporting and payment of its own taxes on any income and compensation earned.

Non-custodial fees and expenses (property management fees, property tax, etc.) associated with the Account investments generally must be paid from the Account. Based on facts and circumstances, certain fees may be paid outside of the Account. The Custodian will not determine what fees may be paid outside of the Account. If the Account Owner chooses to pay any Account fees or expenses with assets outside of the Account, the Account Owner represents to the Custodian that they have consulted with their tax or legal professional to make this determination.

8.2 **All invoices are due and payable upon receipt** – If such charge cannot be consummated, Custodian shall submit an invoice to Account Owner for all outstanding fees and expenses plus any applicable invoice costs and late charges. To collect such fees and/or expenses Custodian may and Account Owner expressly authorizes Custodian to bill any credit card Custodian has in Custodian's records related to the Account, collect from any Uninvested Cash held in the Account, and/or liquidate sufficient investments in the custodial account to pay such reasonable administrative fees and expenses, as determined by the Account Owner. Any brokerage commissions attributable to the assets in the Account will be charged to the Account. The Account Owner cannot reimburse an Account for brokerage commissions.

8.3 **Interest and Earnings Related to Pooled Trust Account** – The Custodian performs sub-accounting, recordkeeping, administrative and/or other services related to the

Account. For the provision of these services, Custodian retains and receives all interest and any other income earned or generated, including any amounts paid to the Custodian by financial institutions at the time Custodian deposits the Uninvested Cash Funds, from the assets within the pooled trust account.

8.4 **Disclosure** – The Designated Representative shall disclose any compensation, reimbursements, fees and/or expenses payable from the Account pursuant to Section 8.1, and any changes to such amounts, to the Account Owner and the participants.

a. *ERISA Section 408(b)(2) Plan Level Disclosures*. The Account Owner, the Designated Representative and the Trustee agree that the Custodian, by providing the regulatory required disclosures, if any, with respect to its fees and services to the identified record keeper will have complied with its obligations under 29 CFR 2550.408b-2(c) to the Plan's responsible plan fiduciary.

ARTICLE 9 – AMENDMENT, ASSIGNMENT AND TERMINATION

9.1 **Amendment** – The Custodian has the right to amend this Agreement at any time. Any amendment the Custodian makes, including those made to comply with the Code and related Regulations, does not require the Account Owner's consent.

9.2 **Assignment** – This Agreement may be assigned by the Custodian without the consent of the Account Owner, provided notice of such assignment is sent to Account Owner at least thirty (30) days prior to the effective date of any such assignment.

9.3 **Termination** – Custodian reserves the right to close the account without notice if it is not funded within ninety (90) days of account opening. An account that does not hold any assets and has not had any activity (e.g., a withdrawal, deposit, or transfer) for six (6) months may be classified as inactive. The Custodian reserves the right to close an inactive account at any time and without notice. Either party may terminate this Agreement at any time by giving written notice to the other. However, the Account Owner's termination of this Agreement will not be effective until such time as all outstanding fees, costs, indemnities, penalties, expenses or payments due to the Custodian are paid. The Custodian may resign at any time effective thirty (30) days after a written notice of resignation is provided to the Account Owner via email (if an email address was provided, otherwise such notice will be sent to the Account Owner via U.S. mail). Upon receipt of that notice, the Account Owner must make arrangements to transfer the Account to another financial organization. If a transfer of the Account is not completed within thirty (30) days from the date the notice is mailed to the Account Owner, the Custodian has the right to transfer the Account assets to a successor Custodian or trustee that the Custodian chooses in its sole discretion. The existing account documents will govern the Account relationship with the new custodian or trustee unless the successor custodian/trustee notifies the Account Owner in writing of any changes and/or requires the Account Owner to sign new account documents. The Custodian shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences the Account Owner may incur that result from the transfer of their assets pursuant to this section.

9.4 **Upon termination of this Agreement, Account Owner agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian**. In the event that Account Owner does not name a successor Custodian, the Custodian shall distribute cash directly to the Trustee or to the Qualified Plan's trust and shall reregister in the name of the Trustee or the Qualified Plan's trust any investments in the Account that are registered in the Custodian's name. The Custodian reserves the right to distribute the assets to the Trustee or to the Qualified Plan's trust "in kind" instead of cash. The Account Owner will be responsible for any and all tax implications resulting from the distribution and agrees that the Custodian will not be accountable for any applicable income tax withholding.

If this Agreement is terminated, the Custodian may charge to the Account an amount that is necessary to cover any associated costs, including but not limited to, one or more of the following: any fees, expenses or taxes chargeable against the Account; any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in the Account after the Account with the Custodian is closed, if there are additional assets remaining in or subsequently credited to the Account, the Custodian will endeavor to distribute or transfer such assets in accordance with the Account Owner's prior direction, but after offsetting any applicable administrative expenses and custodial fees (per the Custodian's then operative fee schedule).

9.5 **Termination of Qualified Plan** – If the Qualified Plan is terminated, this Custodial Agreement will nevertheless continue in effect until the earlier of the date as of which all assets of the Custodial Account have been distributed or the Agreement is terminated pursuant to Section 9.3.

9.6 **Liquidation of Assets** – The Custodian has the right to liquidate assets in the Account if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties, or surrender charges properly chargeable against the Account. If the Account Owner fails to direct the Custodian as to which assets to liquidate, the Custodian will decide, in its complete and sole discretion, and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that result from the Custodian's decision.

If payment is not received on or before the due date listed on an Account Owner's invoice, a Late Fee will be assessed to the Account Owner and a Past Due Notice will be issued. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration and maintenance fees until such time as the Account Owner notifies the Custodian in writing of the intent to close the account or of the wish that the Custodian resign. Should fees not be collected, the Custodian has the option to cease performing any functions, including, but not limited to, processing investment transactions, until such time as all fees charged against the account are fully paid. In the event of non-payment, the Custodian may employ a collection agency to recover any unpaid fees or expenses. The Account Owner will be personally liable for all Reregistration Fees, Late Fees, Account Termination Fees, and any other fees related to collection of fees, including but not limited to, third party fees incurred.

ARTICLE 10 – INDEMNIFICATION AND LIABILITY

10.1 **Generally** – Account Owner hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly thereof resulting from their reliance upon and any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction, purporting to have been delivered by the Account Owner. The Account Owner agrees to indemnify and hold the Custodian harmless for all costs, penalties, interest, and fees, including attorneys' fees, Custodian incurs with respect to any contention or allegation that the Custodian engaged in a prohibited transaction. Account Owner waives any and all claims of any nature it now has or may have against the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Account Owner. Account Owner and the Trustee also hereby agree to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Custodial Property resulting from changes in the market value of the Custodial Property assets; reliance, or action taken in reliance, on Instructions from Account Owner, a Designated Representative or an Investment Manager; any exercise or failure to exercise investment direction authority by Account Owner, by a Designated Representative or Investment Manager; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by Account Owner, a Designated Representative or an Investment Manager; any other act or failure to act by Account Owner, a Designated Representative or an Investment Manager; any prohibited transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Account Owner, the Designated Representative or an Investment Manager; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Custodial Property.

The Custodian will have no responsibility to see that any investment directions comply with the terms of the Qualified Plan. However, if the Custodian receives any direction from the Account Owner, a Designated Representative or an Investment Manager that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold uninvested any asset without liability until proper directions are received from the Account Owner, the Designated Representative or the appropriate Investment Manager. If investment directions are incomplete or unclear, the Custodian must notify the Account Owner, a Designated Representative or the Investment Manager within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest, market gains or losses on any cash balances maintained in the Custodial Account.

If any tax reporting information is not correctly and timely provided to the Custodian with respect to tax reporting the Custodian has explicitly agreed to do, the Account Owner shall hold the Custodian harmless from and indemnify it for any liability and related expenses that arise in connection with improper or late withholding or reporting.

The Custodian shall have no liability for making any distribution or transfer pursuant to the Instruction of the Account Owner (including amounts withheld pursuant to this section) and shall be under no duty to make inquiry as to whether any distribution or transfer directed by the Account Owner is made pursuant to the provisions of the Plan or any applicable law, or as to such Instruction's effect for tax purposes or otherwise.

The Custodian shall not be liable to Account Owner for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with Instructions from the Account Owner, a Designated Representative or an Investment Manager; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian.

The Custodian shall not be responsible for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement. The Custodian shall have no liability for any matters beyond its control such as market loss or diminution, impact of government regulations, third-party bankruptcies or otherwise.

10.2 **Limitation on Damages** – The Account Owner agrees that the entire liability of the Custodian and its officers, directors, employees, members, agents, licensors, subsidiaries, affiliates, parents and representatives (collectively, "Custodian Parties"), and the Account Owner's exclusive remedy in any cause of action based on contract, tort, warranty, negligence, or otherwise in connection with any services rendered pursuant to this agreement or otherwise furnished by the Custodian to the Account Owner, shall be limited to the total fees paid by the Account Owner to the Custodian.

UNDER NO CIRCUMSTANCES SHALL CUSTODIAN, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, LICENSORS OR REPRESENTATIVES BE SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CUSTODIAN OR ADMINISTRATOR COMPLYING WITH ACCOUNT OWNER'S DIRECTIONS, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

ARTICLE 11 – MISCELLANEOUS

11.1 **Duty to Defend** – The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Custodial Property. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit, or proceedings affecting the Account or any of the assets of the Custodial Property. All legal fees, costs, and expenses so incurred shall be paid for by the Account Owner or in the absence of payment charged against the Account. Without limiting the generality of the foregoing, the Custodian will not settle any action taken as set forth herein, without the prior written consent of the Account Owner.

11.2 **Governing Law; Venue; Other Remedies** – This Agreement is subject to all applicable federal laws and regulations and shall be interpreted, construed, and enforced in accordance with and governed by the laws of the State of Nevada without giving effect to any conflict of law provisions, and each party hereby submits to the exclusive personal jurisdiction, and waives all objections as to venue for the enforcement of any provision of this Agreement, in the state and federal courts situated in Clark County, Nevada. In the event that any legal action is taken to enforce any term or provision of this Agreement, the parties agree that the prevailing party in any such legal action shall be entitled to all costs and attorneys' fees incurred in that action. Prior to filing any such suit, the Account Owner must provide written notice to Custodian stating with specificity the alleged breach of this Agreement within thirty (30) days of the alleged breach occur ring. If such alleged breach is capable of cure or remedy, Custodian shall have a period of thirty (30) days from receipt of the written notice of the alleged breach to cure and/or remedy the breach before the Account Owner may file any such suit. The Account Owner agrees that Custodian's entire liability and exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any services rendered pursuant to this Agreement or otherwise furnished by Custodian shall be limited to the total fees paid by the Account Owner to Custodian, and in no event whatsoever shall Custodian be liable for any indirect, consequential, special, punitive or incidental damages. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. The Custodian's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, or the Custodian's right thereafter to enforce each and every such provision.

11.3 **TIME TO BRING LEGAL ACTION; TWO YEAR LIMITATIONS PERIOD** – An action for breach of this agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.

11.4 **Class Action Waiver** – **EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENATIVE PROCEEDING**. The arbitrator will have no authority to arbitrate a class, collective, representative or group claim/ action and will have no authority to make any determination as to the enforceability of this agreement's class/collective action waiver. Further, unless the Account Owner and the Custodian agree otherwise, the arbitrator will have no authority to consolidate the Account Owner's claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

11.5 **Arbitration** – Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this agreement or its termination, including the determination of the scope or applicability of this agreement to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of our principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with Individual Retirement Accounts and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors and senior management. BY AGREEING TO

THIS ARBITRATION PROVISION, THE ACCOUNT OWNER AND THE CUSTODIAN ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY.

11.6 **Counterparts** – This Agreement shall be executed in any number of counterparts, each one of which shall be deemed to be the original although the others shall not be produced.

11.7 **Notices** – The address of the Account Owner shall be as set forth in the Application, but may be changed by providing either written notice to the Custodian sent by certified mail, return receipt requested or by electronic communication that is used regularly in the ordinary course of business between the Account Owner and the Custodian. Any required notice regarding this account will be considered effective thirty (30) days following the date notice is sent it to the intended recipient at the last email address in the Custodian's records. If no email address was provided, the Custodian will provide such notice by U.S. mail to the last address in its records. This notice will direct the Account Owner to the Custodian's website to view any new information pertaining to the Account electronically unless the Account Owner notifies the Custodian that paper copies are preferred. The Account Owner, or the intended recipient, must promptly notify the Custodian of any change of email or mailing address. Any notice to be given to the Custodian will be considered effective when it is received.

11.8 **Exclusive Benefit** – Except as permitted by law or by the terms of the Qualified Plan or related Trust, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Qualified Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purpose of providing benefits to participants in the Qualified Plan and their beneficiaries and defraying the reasonable expenses of administering the Qualified Plan and the Trust.

11.9 **Prohibited Transactions** – The Account Owner understands that certain transactions are prohibited under the Code, and specifically Section 4975 of the Code. The Account Owner further understands that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. The Custodian has no obligation or duty to make a determination, and accordingly will make no determination, as to whether any investment is prohibited. The Account Owner agrees that the Custodian is not responsible for any losses, taxes, penalties, or any other consequences resulting from any investment or transaction that constitutes a prohibited transaction. The Account Owner represents to the Custodian that they have consulted or will consult with their own tax or legal professional to ensure that none of the directions or instructions or Account investments will constitute a prohibited transaction and that the Account investments will comply with all applicable federal and state laws, regulations and requirements.

11.10 **Unrelated Business Income Tax (UBIT)** – Since the Account is a tax-exempt organization under the Code, if the Account earns income from an investment which utilizes debt-financing or which is derived from a business regarded as not related to the exempt purpose of the Account, it may be subject to the so-called "unrelated business income tax" if it is in excess of permitted deductions. In the event that the Account Owner's direction of investment of this Account results in taxable income (unrelated or debt-financed) pursuant to Sections 511-514 of the Code in excess of the $1,000 exclusion (as that amount may be adjusted) for any taxable year, the Account Owner agrees to prepare or have prepared the applicable IRS form, an application for employer identification number (if not previously obtained), and any other documents that may be required, and to submit them to the Custodian, for filing with the Internal Revenue Service, at least five (5) days prior to the date on which the return is due for such taxable year, along with an appropriate payment directive authorizing the Custodian to execute the forms on behalf of the Account and to pay the applicable unrelated business income tax from the Account. The Account Owner understands that the Custodian has no obligation or duty to prepare or have prepared such documents.

11.11 **Listed Transactions and Reportable Transactions** – The Account Owner understands that certain transactions are or may be identified by the IRS as abusive tax shelter schemes or transactions. The Account Owner further understands that the determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. The Custodian has no duty to make a determination as to whether any Account investment constitutes a listed or reportable transaction. The Account Owner represents to the Custodian that the Account Owner has consulted or will consult with their own tax or legal professional to ensure that any listed or reportable transactions engaged in by the Account are identified. The Account Owner further represents and acknowledges to the Custodian that with respect to any listed or reportable transaction the Account Owner is considered the entity manager who approved or caused the Account to be a party to the transaction and that the Account Owner is responsible for: reporting each such transaction to the IRS, using the applicable IRS form; paying any applicable excise taxes, using the applicable IRS form; disclosing to the Custodian that such transaction was a prohibited tax shelter transaction; and directing the Custodian as to any necessary corrective action to be taken by the Account.

11.12 **Evidence** – Evidence required of anyone under the Custodial Agreement may be by certificate, affidavit, document, facsimile, Email or other form which the Person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

11.13 **Waiver of Notice** – Any notice required under this Custodial Agreement may be waived in writing by the Person entitled to the notice.

11.14 **Complete Agreement** – This Agreement and any schedule of fees provided by the Custodian or the Designated Representative embodies the entire agreement and understanding of the parties relating to the subject matter hereof.

11.15 **Taxes** – Account Owner shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the receipt of services rendered under this Agreement, including but not limited to any tax which Account Owner is required to withhold or deduct from payments to Custodian, except (i) any tax imposed upon Custodian in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Custodian; and (ii) any income tax imposed upon Custodian by the United States or any governmental entity within the United States. In order for the exception contained in (i) to apply, Account Owner must furnish Custodian with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that Custodian may claim the credit. The fees to be charged by Custodian to Account Owner under this contract, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where Custodian is obligated to report and pay VAT with respect to services provided to Account Owner, Account Owner agrees to be invoiced by Custodian for the VAT at the applicable prevailing VAT rate.

11.16 **Data** – Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Account Owner Information hereunder provided that any such data does not specifically identify any of Account Owner's confidential information. Account Owner hereby authorizes Custodian to share Account Owner's data, Personal Information and confidential information among Custodian's related companies. In addition, the Custodian may use agents and/or subcontractors to assist in administering the Account. The Custodian may release nonpublic personal information regarding the Account to such providers as necessary to provide the products and services made available under this agreement, and to evaluate the Custodian's business operations and analyze potential product, service, or process improvements. To protect clients' privacy, the Custodian, only conducts business with companies that agree to maintain strong confidentiality protections and limits the use of information provided. The Custodian does not permit these companies to sell any information provided to other third parties.

11.17 **Custodian Not Responsible for Insurance** – Custodian will not bear or assume any responsibility to notify Account Owner, secure or maintain fire, casualty, liability or other insurance coverage on any personal or real property held in the Account or which serves as collateral under any mortgage or other security instrument held in the Account with respect to any promissory note or other evidence of indebtedness. It is incumbent upon the Account Owner to arrange for such insurance as Account Owner determine necessary or appropriate to protect the Custodial Property and to direct Custodian in writing as to the payment of any premiums therefore. Furthermore it is the Account Owner's responsibility to determine that payment has been made upon Account Owner's written request by verifying same with Account statements. Custodian will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges with respect to any investment held in the Account, unless the Account Owner specifically direct Custodian to pay the same in writing and sufficient funds are available to pay same from the Account. The Custodian will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges with respect to any investment held in the Custodial Account, unless the Account Owner specifically directs the Custodian to pay the same in writing and sufficient funds are available to pay same from the Account. Furthermore, it is the Account Owner's responsibility to determine that payment has been made from the Custodial Account – Account Owner must utilize an appropriate payment directive form available from Custodian within a sufficient period of time for such direction to be accomplished in accordance with the Custodian's normal business practices (without regard to whether Custodian has undertaken efforts to comply with such directive).

11.18 **Successor Custodian** – If the Custodian's organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if its entire organization (or any portion which includes the Account) is bought by another organization, that organization (or agency) shall automatically become the custodian of the Account, but only if it is the type of organization authorized to serve as a custodian.

11.19 **Survival** – Any provisions of this agreement that are necessary to interpret the respective rights and obligations of the parties under this agreement shall survive the expiration or termination of this agreement and any resignation or removal of the Custodian.

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DEFINITIONS

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

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

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

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

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

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

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

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

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

BASIC PLAN DOCUMENT
Means this prototype Plan and trust document.

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

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

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

CODE

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

COMPENSATION

A. **General Definition** – The following definition of Compensation will apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Other post-severance payments. Any payment that is not described in paragraph (2), (3), or (4) above is not considered Compensation under paragraph (1) above if paid after Severance from Employment with the Employer maintaining the Plan, even if it is paid within the time period described in paragraph (1) above. Thus, Compensation does not include severance pay, or parachute payments within the meaning of Code section 280G(b)(2), if they are paid after Severance from Employment with the Employer maintaining the Plan, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the Severance from Employment.

Any payments not described above are not considered Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

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

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

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

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

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

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

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

CUSTODIAN
Means an entity appointed in the Adoption Agreement (or, if applicable, in a separate custodial agreement) by the Adopting Employer to hold the assets of the trust as Custodian or any duly appointed successor as provided in Plan Section 8.05.

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

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

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

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

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

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

DIRECT ROLLOVER

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

DIRECTED TRUSTEE

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

DISABILITY

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

DISCRETIONARY TRUSTEE

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

DISTRIBUTION CALENDAR YEAR

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

DOMESTIC RELATIONS ORDER

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

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

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

EARLIEST RETIREMENT AGE

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

EARNED INCOME

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

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

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

EFFECTIVE DATE

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

ELECTION PERIOD

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

ELECTIVE DEFERRALS

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

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

ELIGIBILITY COMPUTATION PERIOD

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

ELIGIBLE RETIREMENT PLAN

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

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

ELIGIBLE ROLLOVER DISTRIBUTION

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

a. any distribution that is one of a series of substantially equal periodic payments (paid at least annually) made for the life (or Life Expectancy) of the Recipient or the joint lives (or joint life expectancies) of the Recipient and the Recipient's Designated Beneficiary, or for a specified period of ten years or more;
b. any distribution to the extent such distribution is required under Code section 401(a)(9);
c. the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);
d. any hardship distribution described in Plan Section 5.01(C)(2); and
e. any other distribution(s) that is reasonably expected to total less than $200 during a year.

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

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

EMPLOYEE

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

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

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

EMPLOYER

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

EMPLOYER CONTRIBUTION

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

EMPLOYER PROFIT SHARING CONTRIBUTION

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

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

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

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

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

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

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

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

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

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

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

FUND
Means the Plan assets held by the Trustee (or Custodian, if applicable) for the Participants' exclusive benefit.

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

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

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

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

HOURS OF SERVICE
Means

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

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

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

award or agreement pertains rather than the computation period in which the award, agreement, or payment is made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for the recipient Employer will be treated as provided by the recipient Employer.

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

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

LIMITATION YEAR
Means the Plan Year.

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

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

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

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

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

a. the Defined Contribution Dollar Limitation, or

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

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

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

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

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

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

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

NORMAL RETIREMENT AGE
Means age 59½.

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

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

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

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

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

PLAN ADMINISTRATOR
The Adopting Employer shall be the Plan Administrator and shall be bonded as may be required by law. The term Plan Administrator shall include any person authorized to perform the duties of the Plan Administrator and properly identified to the Trustee or Custodian as such. The Prototype Document Sponsor will in no case be designated as the Plan Administrator. The Plan Administrator will be a named Fiduciary of the Plan for purposes of ERISA section 402(a), and the Plan Administrator must

ensure that the authority over the portion of the Fund subject to the trust requirements of ERISA section 403(a) is assigned to a Discretionary Trustee, a Directed Trustee (subject to the proper and lawful directions of the Plan Administrator), or an investment manager.

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

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

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

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

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

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

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

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

a. the Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later), and
b. the Participant's Compensation for the current Limitation Year and all other relevant factors used to determine benefits under the Plan will remain constant for all future Limitation Years.

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

QUALIFIED DOMESTIC RELATIONS ORDER

A. **In General** – Means a Domestic Relations Order:
    1. that creates or recognizes the existence of an Alternate Payee's rights to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan, and
    2. with respect to which the requirements described in the remainder of this section are met.
B. **Specification of Facts** – A Domestic Relations Order will be a Qualified Domestic Relations Order only if the order clearly specifies:
    1. the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order,
    2. the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,
    3. the number of payments or period to which such order applies, and
    4. each plan to which such order applies.
C. **Additional Requirements** – In addition to paragraph (B) above, a Domestic Relations Order will be considered a Qualified Domestic Relations Order only if such order:
    1. does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan,
    2. does not require the Plan to provide increased benefits, and
    3. does not require benefit to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.
D. **Exception for Certain Payments** – A Domestic Relations Order will not be treated as failing to meet the requirements above solely because such order requires that payment of benefits be made to an Alternate Payee:
    1. on or after the date on which the Participant attains (or would have attained) the earliest retirement age as defined in Code section 414(p)(4)(B),
    2. as if the Participant had retired on the date on which such payment is to begin under such order, and
    3. in any form in which such benefits may be paid under the Plan to the Participant (other than in a Qualified Joint and Survivor Annuity) with respect to the Alternate Payee and their subsequent spouse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUATION DATE

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

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

SECTION ONE: EFFECTIVE DATES

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

SECTION TWO: ELIGIBILITY REQUIREMENTS

2.01 ELIGIBILITY TO PARTICIPATE

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

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

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

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

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

2.02 PLAN ENTRY

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

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

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

2.03 TRANSFER TO OR FROM AN INELIGIBLE CLASS

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

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

2.04 RETURN AS A PARTICIPANT AFTER A BREAK IN ELIGIBILITY SERVICE

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

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

2.05 DETERMINATIONS UNDER THIS SECTION

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

2.06 TERMS OF EMPLOYMENT

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

SECTION THREE: CONTRIBUTIONS

3.01 ELECTIVE DEFERRALS

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

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

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

The Employer shall deposit Elective Deferrals with the Trustee (or Custodian, if applicable) as of such time as is required by the IRS and DOL.

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

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

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

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

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

3.02 EMPLOYER CONTRIBUTIONS

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

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

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

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

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

3. Inclusion of Ineligible Employees – If any Employee who is not a Qualifying Participant is erroneously treated as a Qualifying Participant during a Plan Year, then, except as otherwise provided in Plan Section 3.02(F), the Employer will not be eligible to receive any portion of the contribution erroneously allocated to the Individual Account

of the ineligible Employee. The Employer must correct the inclusion of ineligible employees using any method permitted under the Employee Plans Compliance Resolution System (EPCRS) or allowed by the IRS or DOL under regulations or other guidance. EPCRS is currently described in IRS Revenue Procedure 2013-12.

4. Exclusion of Eligible Participant – If in any Plan Year, any Participant is erroneously excluded and discovery of such exclusion is not made until after the Employer Contribution has been made and allocated, then the Employer must contribute for the excluded Participant the amount, including earnings thereon, that the Employer should have contributed for the Participant. The Employer must correct the exclusion of eligible Participants using any method permitted under EPCRS or allowed by the IRS or DOL under regulations or other guidance. EPCRS is currently described in IRS Revenue Procedure 2013-12.

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

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

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

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

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

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

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

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

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

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

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

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

3.03 ROLLOVER CONTRIBUTIONS

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

A separate account will be maintained by the Plan Administrator for each Employee's rollover contributions, which will be nonforfeitable at all times. Such account will share in the income and gains and losses of the Fund in the manner described in Plan Section 7.02(B). The Employer may, in a uniform and nondiscriminatory manner, allow only Employees who have become Participants in the Plan to make rollover contributions.

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

3.04 TRANSFER CONTRIBUTIONS

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

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

3.05 LIMITATION ON ALLOCATIONS

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

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

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

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

   4. Any Excess Annual Additions allocated to a Participant may be corrected through EPCRS or such other correction method allowed by statute, regulations, or regulatory authorities. EPCRS is

currently described in IRS Revenue Procedure 2013-12.

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

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

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

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

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

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

3.06 ACTUAL DEFERRAL PERCENTAGE TEST (ADP)

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

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

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

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

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

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

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

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

B. **Special Rules**

1. A Participant is a Highly Compensated Employee for a particular Plan Year if they meet the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a non-Highly Compensated Employee for a particular Plan Year if they do not meet the definition of a Highly Compensated Employee in effect for that Plan Year.
2. The ADP for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Deferrals allocated to their Individual Accounts under two or more arrangements described in Code section 401(k) that are maintained by the Employer, will be determined as if such Elective Deferrals were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all Elective Deferrals made during the Plan Year under all such arrangements will be aggregated. For Plan Years beginning before 2006, cash or deferred arrangements ending with or within the same calendar year will be treated as a single arrangement. Notwithstanding the preceding, certain plans will be treated as separate if mandatorily disaggregated under the Treasury Regulations under Code section 401(k).
3. In the event that this Plan satisfies the requirements of Code sections 401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Code sections only if aggregated with this Plan, then this Plan Section 3.06(B)(3) will be applied by determining the ADP of Participants as if all such plans were a single plan. If more than ten-percent of the Employer's non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation section 1.401(k)-2(c)(4), then any adjustments to the non-Highly Compensated Employee ADP for the prior year will be made in accordance with such regulations. Plans may be aggregated in order to satisfy Code section 401(k) only if they have the same Plan Year and use the same ADP testing method.
4. For purposes of satisfying the ADP test, Elective Deferrals must be made before the end of the 12-month period immediately following the Plan Year to which contributions relate.
5. The Employer shall maintain records sufficient to demonstrate satisfaction of the ADP test.
6. The determination and treatment of the ADP amounts of any Participant will satisfy such other requirements as may be prescribed by the Secretary of the Treasury.
7. In the event that the Plan Administrator determines that it is not likely that the ADP test will be satisfied for a particular Plan Year unless certain steps are taken before the end of such Plan Year, the Plan Administrator may require Contributing Participants who are Highly Compensated Employees to reduce or cease future Elective Deferrals for such Plan Year in order to satisfy that requirement. This limitation will be considered a Plan-imposed limit for Catch-up Contribution purposes. If the Plan Administrator requires Contributing Participants to reduce or cease making Elective Deferrals under this paragraph, the reduction or cessation will begin with the Highly Compensated Employee with either the largest amount of Elective Deferrals or the highest Contribution Percentage for the Plan Year (on the date on which it is determined that the ADP test will not likely be satisfied), as elected by the Plan Administrator. All remaining Highly Compensated Employees' Elective Deferrals for the Plan Year will be limited to such amount. Notwithstanding the preceding, if it is later determined that the ADP test for the Plan Year will be satisfied, Highly Compensated Employees will be permitted to enroll again as Contributing Participants in accordance with the terms of the Plan.
8. Elective Deferrals that are treated as Catch-up Contributions because they exceed a Plan limit or a statutory limit will be excluded from ADP testing. Amounts which are characterized as Catch–up Contributions as a result of the ADP test will reduce the amount of Excess Contributions distributed.

SECTION FOUR: VESTING AND FORFEITURES

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

SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

5.01 DISTRIBUTIONS

A. **Eligibility for Distributions**

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

Participant, may request and accept a distribution of the Vested portion of a Participant's Individual Account under this Plan Section 5.01(A).

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

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

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

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

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

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

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

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

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

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

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

B. **Distributions Upon Termination of Employment**

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

arrangement (as described in Code section 408(a), 408(b) or 408A) designated by the Plan Administrator.

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

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

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

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

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

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

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

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

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

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

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

C. **Distributions During Employment**

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

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

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

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

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

2. Hardship Withdrawals

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

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

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

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

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

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

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

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

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

3. Qualified Reservist Distributions – Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a Participant where 1) such distribution is made from Elective Deferrals, 2) such Participant was ordered or

called to active duty for a period in excess of 179 days or for an indefinite period, and 3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period. The Participant must have been ordered or called to active duty after September 11, 2001.

D. **Miscellaneous Distribution Issues**

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

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

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

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

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

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

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

   c. the Participant incurs a Termination of Employment.

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

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

5.02 FORM OF DISTRIBUTION TO A PARTICIPANT

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

5.03 DISTRIBUTIONS UPON THE DEATH OF A PARTICIPANT

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

   In the event that a Participant wishes to designate a Primary Beneficiary who is not their Spouse, their Spouse must consent (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to such designation, and the Spouse's consent must acknowledge the effect of such designation and be witnessed by a notary public or plan representative. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan

Administrator that such consent may not be obtained because there is no Spouse or the Spouse cannot be located, no consent will be required. In addition, if the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if the guardian is the Participant, may give consent. If the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, spousal consent is not required unless a Qualified Domestic Relations Order provides otherwise. Any change of Beneficiary will require a new spousal consent to the extent required by the Code or Treasury Regulations.

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

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

5.04 FORM OF DISTRIBUTION TO BENEFICIARIES

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

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

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

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

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

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

5.05 REQUIRED MINIMUM DISTRIBUTION REQUIREMENTS

A. **General Rules**

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

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

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

   a. the life of the Participant,

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

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

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

B. **Time and Manner of Distribution**

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

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

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

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

C. **Required Minimum Distributions During Participant's Lifetime**

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

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

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

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

D. **Required Minimum Distributions After Participant's Death**

1. Death On or After Date Distributions Begin

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

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

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

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

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

2. Death Before Date Distributions Begin

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

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

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

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

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

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

E. **TEFRA Section 242(b) Elections**

1. Notwithstanding the other requirements of this Plan Section 5.05 and subject to the requirements of Plan Section 5.10, Joint and Survivor Annuity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.06 ANNUITY CONTRACTS

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

5.07 DISTRIBUTIONS IN-KIND

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

5.08 PROCEDURE FOR MISSING PARTICIPANTS OR BENEFICIARIES

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

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

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

5.09 CLAIMS PROCEDURES

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

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

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

5.10 JOINT AND SURVIVOR ANNUITY REQUIREMENTS

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

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

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

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

D. **Notice Requirements**

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

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

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

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

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

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

E. **Retirement Equity Act Safe Harbor Rules**

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

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

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

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

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

5.11 LIABILITY FOR WITHHOLDING ON DISTRIBUTIONS

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

5.12 DISTRIBUTION OF EXCESS ELECTIVE DEFERRALS

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

   Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, will be distributed no later than April 15th to any Participant to whose Individual Account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective

Deferrals for such taxable year, except to the extent such Excess Elective Deferrals were classified as Catch-up Contributions. For years beginning after 2005, the Plan Administrator, in a uniform and nondiscriminatory manner, will determine whether the distribution of Excess Elective Deferrals for a year will be made first from the Participant's Pre-Tax Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

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

5.13 DISTRIBUTION OF EXCESS CONTRIBUTIONS

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

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

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

Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

5.14 LOANS TO PARTICIPANTS

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

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

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

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

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

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

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

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

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

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

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

To avoid taxation to the Participant, unless otherwise permitted by law or regulatory guidance, no loan to any Participant or Beneficiary can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of 1) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or 2) 50 percent of the Present Value of the nonforfeitable Individual Account of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and other members of a group of employers described in Code sections 414(b), 414(c), and 414(m) are aggregated. Furthermore, any loan will by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which, within a reasonable time (determined at the time the loan is made), will be used as the principal residence of the Participant. Notwithstanding the preceding, a Participant will suspend their loan repayments under this Plan as permitted under Code section 414(u)(4). An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

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

SECTION SIX: DEFINITIONS

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

SECTION SEVEN: MISCELLANEOUS

7.01 THE FUND

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

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

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

7.02 INDIVIDUAL ACCOUNTS

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

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

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

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

B. **Valuation of Individual Accounts**

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

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

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

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

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

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

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

7.03 POWERS AND DUTIES OF THE PLAN ADMINISTRATOR

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

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

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

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

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

1. to appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator;
2. to appoint and retain counsel, specialists, or other persons as the Plan Administrator deems necessary or advisable in the administration of the Plan;
3. to resolve all questions of administration of the Plan;
4. to establish such uniform and nondiscriminatory rules that it deems necessary to carry out the terms of the Plan;
5. to make any adjustments in a uniform and nondiscriminatory manner that it deems necessary to correct any arithmetical or accounting errors that may have been made for any Plan Year;
6. to correct any defect, supply any omission, or reconcile any inconsistency in such manner and to such extent as will be deemed necessary or advisable to carry out the purpose of the Plan; and
7. if the Plan permits a form of distribution other than a lump sum, and a Participant elects such form of distribution, the Plan Administrator may place that Participant's Individual Account into a segregated Investment Fund for the purpose of maintaining the necessary liquidity to provide benefit installments on a periodic basis.

7.04 EXPENSES AND COMPENSATION

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

7.05 INFORMATION FROM EMPLOYER

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

7.06 PLAN AMENDMENTS

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

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

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

2. An amendment by the Prototype Document Sponsor will be accomplished by giving notice (either in writing or in any other form permitted under rules promulgated by the IRS and DOL) to the Adopting Employer of the amendment to be

made. The notice will set forth the text of such amendment and the date such amendment is to be effective. Such amendment will take effect unless within the 30-day period after such notice is provided, or within such shorter period as the notice may specify, the Adopting Employer gives the Prototype Document Sponsor written notice of refusal to consent to the amendment. Such written notice of refusal will have the effect of withdrawing the Plan as a prototype plan and will cause the Plan to be considered an individually designed plan.

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

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

1. change options previously selected in the Adoption Agreement;

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

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

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

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

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

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

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

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

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

7.07 PLAN MERGER OR CONSOLIDATION

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

7.08 PERMANENCY

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

7.09 METHOD AND PROCEDURE FOR TERMINATION

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

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

7.10 CONTINUANCE OF PLAN BY SUCCESSOR EMPLOYER

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

7.11 FAILURE OF PLAN QUALIFICATION

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

7.12 GOVERNING LAWS AND PROVISIONS

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

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

7.13 STATE COMMUNITY PROPERTY LAWS

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

7.14 HEADINGS

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

7.15 GENDER AND NUMBER

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

7.16 STANDARD OF FIDUCIARY CONDUCT

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

7.17 GENERAL UNDERTAKING OF ALL PARTIES

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

7.18 AGREEMENT BINDS HEIRS, ETC.

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

7.19 DETERMINATION OF TOP-HEAVY STATUS

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

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

B. **Top-Heavy Ratio**

1. If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan that during the five-year period ending on the Determination Date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) (including any part of any account balance distributed in the one-year period ending on the Determination Date(s) (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002)) and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the one-year period ending on the Determination Date(s), (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002)) both computed in accordance with Code section 416 and the corresponding regulations. Both the numerator and the denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the Determination Date, but that is required to be taken into account on that date under Code section 416 and the corresponding regulations.
2. If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer maintains or has maintained one or more defined benefit plans that during the five-year period ending on the Determination Date(s) has or has had any accrued benefits, the top-heavy ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with 1) above, and the Present Value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with 1) above, and the Present Value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date(s), all determined in accordance with Code section 416 and the corresponding regulations. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the one-year period ending on the Determination Date (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002).
3. For purposes of (1) and (2) above, the value of account balances and the Present Value of accrued benefits will be determined as of the most recent Valuation Date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the corresponding regulations for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant 1) who is not a Key Employee but who was a Key Employee in a prior year, or 2) who has not been credited with at least one Hour of Service with any employer maintaining the plan at any time during the one-year period (five-year period ending on the Determination Date in the case of a distribution made for a reason other than Severance from Employment, death, or Disability and in determining whether the Plan is top-heavy for Plan Years beginning before January 1, 2002) ending on the Determination Date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the corresponding regulations. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans, the value of account balances

and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

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

7.20 INALIENABILITY OF BENEFITS

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

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

1. shall treat such order as a Qualified Domestic Relations Order if the Plan Administrator is paying benefits pursuant to such order on January 1, 1985; and
2. may treat any other such order entered before January 1, 1985, as a Qualified Domestic Relations Order even if such order does not meet the requirements of Code section 414(p).

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

7.21 BONDING

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

7.22 INVESTMENT AUTHORITY

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

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

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

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

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

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

C. **Investment Managers**

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

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

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

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

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

Trustee (or Custodian, if applicable) invests all or any portion of the Fund pursuant to written instructions provided by the Adopting Employer (including an investment manager appointed by the Adopting Employer pursuant to Plan Section 7.22(C)) or any Participant pursuant to Plan Section 7.22(B), the Trustee (or Custodian, if applicable) will be deemed to have invested pursuant to the Adopting Employer's funding policy statement.

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

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

E. **Matters Relating to Insurance**

1. Unless prohibited by the Plan Sponsor pursuant to Plan Section 7.22(D), a life insurance contract may be purchased on behalf of a Participant. No life insurance contract may be purchased unless the insured under the contract is the Participant, the Participant's Spouse or another individual in whom the Participant has an insurable interest. If a life insurance contract is to be purchased for a Participant, the aggregate premium for certain life insurance for each Participant must be less than a certain percentage of the aggregate Employer Contributions allocated to a Participant's Individual Account at any particular time as follows:

   a. *Ordinary Life Insurance* – For purposes of these incidental insurance provisions, ordinary life insurance contracts are contracts with both nondecreasing death benefits and nonincreasing premiums. If such contracts are purchased, less than 50 percent of the aggregate Employer Contributions allocated to any Participant's Individual Account will be used to pay the premiums attributable to them.

   b. *Term and Universal Life Insurance* – No more than 25 percent of the aggregate Employer Contributions allocated to any Participant's Individual Account will be used to pay the premiums on term life insurance contracts, universal life insurance contracts, and all other life insurance contracts that are not ordinary life.

   c. *Combination* – The sum of 50 percent of the ordinary life insurance premiums and all other life insurance premiums will not exceed 25 percent of the aggregate Employer Contributions allocated to any Participant's Individual Account.

   The above incidental benefits limits do not apply to life insurance contracts (1) purchased by an Employee who has been a Participant in the Plan for five or more years, (2) purchased with Employer Contributions that have been in the Participant's Individual Account for at least two full Plan Years, measured from the date such contributions were allocated or (3) purchased using rollover contributions. For purposes of this Plan Section 7.22(E)(1), transfer contributions will be considered Employer Contributions, and therefore may be used to pay contract premiums. No part of the Deductible Employee Contribution account will be used to purchase life insurance.

2. Any dividends or credits earned on insurance contracts for a Participant will be allocated to such Participant's Individual Account derived from Employer Contributions for whose benefit the contract is held.

3. Subject to Plan Section 5.10, the contracts on a Participant's life will be converted to cash or an annuity or distributed to the Participant upon separation from service with the Employer. In addition, contracts on the joint lives of a Participant and another person may not be maintained under this Plan if such Participant ceases to have an insurable interest in such other person.

4. The Trustee (or Custodian, if applicable) shall apply for and will be the owner of any insurance contract(s) purchased under the terms of this Plan. The insurance contract(s) must provide that proceeds will be payable to the Trustee (or Custodian, if applicable). However, the Trustee (or Custodian, if applicable) will be required to pay over all proceeds of the contract(s) to the Participant's Designated Beneficiary in accordance with the distribution provisions of this Plan. A Participant's Spouse will be the designated beneficiary of the proceeds in all circumstances unless a Qualified Election has been made in accordance with Plan Section 5.10. Under no circumstances will the Fund retain any part of the proceeds. In the event of any conflict between the terms of this Plan and the terms of any insurance contract purchased hereunder, the Plan provisions will control.

5. The Plan Administrator may direct the Trustee (or Custodian, if applicable) to sell and distribute insurance or annuity contracts to a Participant (or other party as may be permitted) in accordance with applicable law or regulations.

6. Notwithstanding any other provision herein, and except as may be otherwise provided by ERISA,

the Employer will indemnify and hold harmless the insurer, its officers, directors, employees, agents, heirs, executors, successors, and assigns, from and against any and all liabilities, damages, judgments, settlements, losses, costs, charges, or expenses (including legal expenses) at any time arising out of or incurred in connection with any action taken by such parties in the performance of their duties with respect to this Plan, unless there has been a final adjudication of gross negligence or willful misconduct in the performance of such duties.

Further, except as may be otherwise provided by ERISA, the Employer will indemnify the insurer from any liability, claim, or expense (including legal expense) that the insurer incurs by reason of, or which results in whole or in part from, the reliance of the insurer on the facts and other directions and elections the Employer communicates or fails to communicate.

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

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

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

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

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

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

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

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

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

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

7.23 PROCEDURES AND OTHER MATTERS REGARDING DOMESTIC RELATIONS ORDERS

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

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

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

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

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

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

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

7.24 INDEMNIFICATION OF PROTOTYPE DOCUMENT SPONSOR

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

7.25 MILITARY SERVICE

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

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

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

2. Nondiscrimination Requirement – Part A, item (1) above will only apply if all individuals performing qualified military service with respect to the

Employer (as determined under Code sections 414(b), (c), (m), and (o)) who die or became disabled as a result of performing qualified military service (as defined in Code section 414(u)) before reemployment by the Employer are credited with service and benefits on reasonably equivalent terms.

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

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

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

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

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

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

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

SECTION EIGHT: TRUSTEE AND CUSTODIAN

8.01 FINANCIAL ORGANIZATION AS CUSTODIAN

This Plan Section 8.01 applies when the Adopting Employer, by execution of the Adoption Agreement, appoints the entity named therein as Custodian for the Plan, and the entity accepts such appointment, all subject to the terms of the Basic Plan Document. The Adopting Employer represents and warrants to the entity that it has all requisite right, power, and authority and has taken all required actions necessary under the Plan and applicable law to designate the financial organization as Custodian of the Plan pursuant to the terms of the Basic Plan Document. The Employer, Plan Administrator, any Trustee, any other Investment Fiduciary, and the Custodian so appointed will be bound by all the terms of this Basic Plan Document and Adoption Agreement.

Notwithstanding any provision hereof regarding the responsibilities of or granting powers to the Custodian, the Custodian will serve as a nondiscretionary, directed Custodian of the Fund, will have no discretionary authority with respect to the management or administration of the Plan or the Fund, and will act only as directed by the entity or individual who has such authority.

A. **Responsibilities of the Custodian** – The Custodian's responsibilities may be further limited by the Plan Trustee(s) and, notwithstanding any provision hereof to the contrary, may also be further limited by the terms of a separate agreement between the Custodian and the Adopting Employer. Subject to the previous sentence, the responsibilities of the Custodian will be limited to the following:

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

2. To maintain accurate records of contributions, investments, earnings, receipts, disbursements, withdrawals, and other transactions with respect to the Fund, and all accounts, books, and records relating thereto will be open at all reasonable times to inspection and audit by any person designated by the Employer; provided, however, that the Custodian is given reasonable advance notice of such inspection by the Employer. On direction of the Adopting Employer or Plan Administrator, and if agreed to in writing by the Custodian, the Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the custodial account

subject to payment of all required additional fees for such reports. The Custodian's accounting will be at the Custodial Account level rather than the Participant level, and the Custodian will not be responsible for Participant-level record-keeping, reporting, or communication unless it agrees to do so in a separate written agreement with the Adopting Employer or Plan Administrator. The Custodian will also furnish the Adopting Employer with such other information as the Custodian possesses and which is necessary for the Adopting Employer to comply with the reporting requirements of ERISA, as applicable. An accounting will be deemed to have been approved by the Adopting Employer unless the Adopting Employer or Plan Administrator objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian will be forever released from any and all liability with respect to the Account.

3. To make disbursements from the Fund to Participants or Beneficiaries upon the proper authorization of the Plan Administrator.

4. To furnish to the Plan Administrator an annual statement that reflects the value of the investments in the custody of the Custodian as of the end of the period and as of any other times as the Custodian and Plan Administrator may agree to in writing, including an agreement regarding the application of additional fees for such additional report.

5. To invest the Fund only in investment options selected by the Investment Fiduciary. Such selection will be made from among the types of property that the Prototype Document Sponsor makes available in Plan Section 7.22(D). Notwithstanding the first sentence of Section 7.22(D), the Prototype Document Sponsor and not the Custodian is responsible for choosing to make such investments available for investment and for determining the fair market value of each such investment, and the Custodian has determined only that it is functionally and operationally willing and able to provide its services hereunder with respect thereto. The Investment Fiduciary will be responsible for ensuring compliance with all conditions, limitations, and restrictions concerning investment in any investment option. The Custodian shall place monies or other property received by it in such permitted investments as the Custodian will be directed from time to time by instructions of the Investment Fiduciary (or Participant, if applicable) provided to it. If Participant direction in Plan Section 7.22(B) has been selected, the investment instructions of the Participants will be aggregated and delivered to the Custodian by the Plan Administrator or its agent. In the absence of Participant direction, the investment instructions of the appropriate Investment Fiduciary will be delivered to the Custodian by the Plan Administrator or its agent. The Custodian may hold the assets attributable to the Fund in omnibus accounts with assets of other retirement plans for which the Custodian serves as custodian or trustee. Nothing herein will preclude the Investment Fiduciary from otherwise investing any Plan assets as permitted by the Plan, but the Custodian will not be Custodian or Trustee thereof or have any duties or responsibilities with respect thereto.

6. The Custodian is not obligated to place orders for the investment of the Fund if sufficient cash is not available in the Fund for use in placing such orders. The Custodian is authorized, but is not obligated, to advance funds or to arrange for another financial organization (which may be an affiliate of the Custodian) to advance funds from time to time for the purchase of investment assets, for distributions from the Fund and for other purposes before receipt of sufficient funds (whether contributions or proceeds of the liquidation of other investments). All such advances will be made subject to the requirements of ERISA and the rules, regulations, rulings, and interpretations thereunder, including but not limited to the U.S. Department of Labor's Prohibited Transaction Class Exemption 80-26, as amended from time to time. If sufficient funds to repay any such advance are not received by the following business day, the Custodian may, in its discretion, then or at any time thereafter before such repayment, sell, redeem, or otherwise liquidate any assets of the Fund in order to repay such advance. Any gain realized upon such liquidation, after payment of any related costs and expenses, will belong to the Plan. The Employer shall reimburse the Custodian on demand for any portion of any such advance and the related costs and expenses not repaid from the proceeds of the liquidation.

7. The Custodian shall keep such portion of the Fund in cash or cash balances as may be directed from time to time by the applicable Investment Fiduciary. The Custodian will not be liable for any interest on any cash balances so maintained nor for interest on any cash or cash balances maintained in the Fund pending investment in accordance with appropriate directions. Monies being transferred to and disbursed by the Custodian may be held in non-interest bearing transaction accounts in financial organizations selected by the Custodian (which may be affiliates of the Custodian) for purposes of collections and processing transfers and disbursements. The Custodian may transfer monies from the Fund to such accounts before issuance of wire transfer orders or checks, drafts,

or other instruments payable from such accounts. The Custodian will not exercise its powers in Plan Section 8.01(B)(1) except pursuant to the instructions of the Investment Fiduciary transmitted to the Custodian.

8. Should the Investment Fiduciary instruct the Custodian to use the services of any broker, dealer, employee, or representative of either, or any other person ("Broker") to render services to the Fund, or should the Custodian require the services of such persons in order to fulfill its obligations pursuant to the Plan, the applicable Investment Fiduciary will be solely responsible for the selection or designation of such Broker and will be solely responsible for the acts of such Broker. The Custodian shall fully comply with the written instructions, if of a continuing nature, until revoked.

9. In connection with payments and disbursements made from the Fund for any purpose, the Custodian shall be responsible for issuing checks or drafts to such parties and for such amounts as the Plan Administrator will instruct. The Custodian will be fully protected in making such payments pursuant to such instructions from time to time and will be charged with no responsibility whatsoever respecting the purposes or propriety of such payments or the application of such monies.

10. The Custodian shall provide any materials received by it relating to voting securities to the applicable Investment Fiduciary, which will be responsible for voting securities or arranging for such securities to be voted in accordance with the Plan and applicable law. It is understood that the Custodian will exercise the powers described in Plan Section 8.01(B) only pursuant to instructions of the Investment Fiduciary transmitted to the Custodian.

11. The Custodian shall determine or have determined the value of the Fund as of each Valuation Date. The Custodian shall rely exclusively upon, and will not be responsible for, share and unit values established by third parties, or unit values established by the Custodian in its capacity as a mutual fund recordkeeper, transfer agent, or Custodian to the extent that the Custodian establishes such unit values in reliance on third-party information, including, but not limited to:

    a. in connection with mutual funds, the net asset value reported to the Custodian by such mutual funds or the transfer or other agents of such mutual funds or any generally recognized pricing service;

    b. in connection with bank collective funds, the unit value as reported by the trustee of such funds or its agent;

    c. in connection with policies and contracts with insurance companies or other financial institutions, the book value or other value ascribed to such policies or contracts by the insurance company or its agent or other financial organization or its agent; and

    d. in connection with publicly traded securities, the market price of such securities as reported to the public in a generally available form.

    The Custodian will have no liability from the failure or delay of any pricing source to provide a valuation as of any Valuation Date. If values for any investment of the Fund are not generally available, the Custodian shall rely upon instructions provided to it by the applicable Investment Fiduciary as to valuation procedures. With respect to the portion of the Fund that is invested by an investment manager or other named fiduciary, the Custodian may conclusively rely upon the value of any securities or other property in that portion of the custodial account as reported to the Custodian by the investment manager or other named fiduciary, for all purposes hereunder.

12. All records maintained by the Custodian with respect to the Fund will be held for such period as may be required under applicable law. Upon the expiration of any such required retention period, the Custodian will have the right to destroy such records. The Custodian will have the right to preserve all records and accounts in original form, electronically, or on microfilm, magnetic tape, or any other similar process pursuant to applicable federal law and subsequent rules promulgated by the IRS or DOL.

13. Except as provided below, the Custodian will conclusively presume that the Employer, Trustee, Plan Administrator, or other responsible party has made all filings required by law as of the date required. Should the Custodian incur any liability by reason of any party's failure to timely file, the Employer shall indemnify and hold the Custodian, any parent, subsidiary, related corporation, or affiliate of the Custodian, including their respective directors, managers, officers, employees, and agents harmless for any and all liabilities, costs, expenses (including reasonable attorney's fees), and other obligations, including penalties and interest, incurred by the Custodian.

    Notwithstanding the provisions of Plan Section 5.11, in connection with the disbursement of assets from the Fund to a Participant, the Custodian shall withhold and remit to the IRS and other applicable taxing authorities the amount of any income tax withholding required by law pursuant to instructions provided by the Plan Administrator.

14. Except for the disbursement of loan proceeds and reinvestment of loan payments pursuant to instructions received hereunder, under no circumstances will the Custodian have or be allocated any responsibility for the administration of any Participant loan program in Plan Section 5.14.

B. **Powers of the Custodian** – Except as otherwise provided in this Plan, and subject to receipt of instructions from the Adopting Employer, Plan Administrator, or Investment Fiduciary, as appropriate, the Custodian will have the power, but, in the absence of proper direction as provided in Plan Section 8.01(A) above, not the duty to take any action with respect to the Fund which it deems necessary or advisable to discharge its responsibilities under this Plan including, but not limited to, the following powers:

1. To invest all or a portion of the Fund (including idle cash balances) in time deposits, savings accounts, money market accounts, or similar investments bearing a reasonable rate of interest in the Custodian's own savings department or the savings department of another financial organization;

2. To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges or subscription rights and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to pay any assessment or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

3. To hold securities or other property of the Fund in its own name, in the name of its nominee (as allowed under Department of Labor Regulation section 2550.403a-1(b)), or in bearer form; and

4. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

8.02 TRUSTEE

This Plan Section 8.02 applies when either a financial organization has and/or one or more individuals have, indicated in the Adoption Agreement that it will serve as Trustee with respect to all or a portion of the assets of the Fund. The responsibilities and powers of the Trustee may not be expanded except with its prior written consent and, notwithstanding any provision hereof to the contrary, may be further limited by the terms of a separate agreement between the Trustee and the Adopting Employer.

Notwithstanding any provision hereof regarding the responsibilities of or granting powers to the Trustee, a Directed Trustee will have no discretionary authority with respect to the management or administration of the Plan or the Fund, and is subject to the proper and lawful directions of the Plan Administrator, who has authority with respect to receipt of the Plan's assets.

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

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

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

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

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

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

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

2. To oppose, or consent to and participate in, any plan of reorganization, consolidation, merger, combination, or other similar plan; to oppose or to consent to any contract, lease, mortgage, purchase, sale, or other action by any corporation pursuant to such plan, and to accept and retain any securities or other property issued under any such plan; to deposit any such property with any protective, reorganization or other similar Plan Administrator; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such securities or other property so deposited;
3. To assign, renew, extend, or discharge, or to participate in the assignment, renewal, extension, or discharge of any debt, mortgage, or other lien, upon such terms, including a partial release, as may be deemed advisable by the Trustee, and to agree to a reduction in the rate of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed in the best interest of the Fund; to waive any default, whether in the performance of any covenant or condition of any note, bond, or mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure and to exercise and enforce, in any action, suit, or proceeding at law or in equity, any rights or remedies in respect of any debt, mortgage, lien, or guarantee;
4. To exercise all conversion and subscription rights pertaining to any securities or other property;
5. To collect and receive any and all moneys, securities, or other property of whatsoever kind or nature due or owing or belonging to the Fund and to give full discharge and acquittance therefore;
6. To exercise, personally or by general or limited power of attorney, any right, including the right to vote or grant proxies, discretionary or otherwise, appurtenant to any assets held by the trust, and the right to participate in voting trusts with other stockholders. The Plan Administrator will have responsibility for instructing the Trustee as to voting such shares and the tendering of such shares, by proxy or in person, except to the extent such responsibility is delegated to another person, under the terms of the Plan or under an agreement between the Adopting Employer and an investment manager, in which case such persons will have such responsibility. In no event will the Trustee be responsible for the voting or tendering of shares of securities held in the trust or for ascertaining or monitoring whether or how proxies are voted or whether the proper number of proxies is received;
7. To register any securities or other property held by it hereunder in the name of the Trustee or in the names of nominees (as allowed under Department of Labor Regulation section 2550.403a-1(b)), with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, to take and hold the same unregistered or in form permitting transferability by delivery, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities or other property may be held in the name of the nominee of such depository with other securities deposited therein by other persons, or to deposit or to arrange for the deposit of any securities or other property issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve bank, provided that the books and records of the Trustee shall at all times disclose that all such securities or other property are part of the Fund;
8. To settle, compromise, or submit to arbitration (aside from controversies involving Plan qualification), any claims, debts, or damages due or owing to or from the Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Fund so requires, and to represent the Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal and to charge against the Fund all reasonable expenses and attorney's fees in connection therewith;
9. To borrow money from others, excluding the Trustee in its corporate capacity or any party-in-interest, for the purposes of the Fund, and upon such terms and conditions as the Trustee may deem proper, and for the sum so borrowed or advanced, the Trustee may issue its promissory note as Trustee and secure the repayment thereof by creating a lien upon any assets of the Fund;
10. To invest all or part of the Fund in interest bearing deposits with a bank or similar financial institution related to the Trustee if such bank or other institution is a fiduciary with respect to the Plan, as defined in ERISA, including but not limited to investments in time deposits, savings deposits, certificates of deposit, or time accounts that bear a reasonable interest rate;
11. To invest and reinvest all or a part of the Fund in any available investments and to dispose of all or any part of the securities or other property that may from time to time or at any time constitute the Fund;
12. To invest and reinvest all or a portion of the Fund pursuant to an agreement between the Adopting Employer and the Trustee establishing a special designated "pooled investment fund" primarily for the purpose of valuing certain trust assets held by the Trustee in a fiduciary capacity;

13. To register Fund property in the Trustee's own name, in the name of a nominee (as allowed under Department of Labor Regulation section 2550.403a-1(b)), or in bearer form, provided the Trustee's records and accounts show that such property is an asset of the Fund;
14. To exercise or dispose of any right it may have as the holder of any security, to convert the same into another security, to acquire any additional security or securities, to make any payments, to exchange any security, or to do any other act with reference thereto;
15. To exchange any property for other property upon such terms and conditions as the Trustee may deem proper, and to give or receive money to effect equality in price;
16. To deposit any security with any protective or reorganization committee, to delegate to that committee such power and authority as the Trustee may deem proper, and to agree to pay out of the Fund that portion of the expenses and compensation of that committee as the Trustee may deem proper;
17. To invest in Qualifying Employer Securities;
18. To appoint agents as necessary or desirable, including legal counsel who may be counsel for the Employer;
19. To hold that portion of the Fund as the Trustee may deem necessary for ordinary administration, the transfer of assets to another trust or fiduciary, pending investment instructions, and for the disbursement of funds in cash, without liability for interest, by depositing the same in any bank (including deposits that bear no interest or a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, or otherwise is a Fiduciary of the Plan, subject to the rules and regulations governing such deposits, and without regard to the amount of any such deposit);
20. To retain insurance contracts that are guaranteed investment contracts;
21. To invest cash balances held by the Trustee, from time to time, in short-term cash equivalents having ready marketability, including but not limited to interest bearing accounts, money market mutual funds, U.S. Treasury bills, commercial paper (including such forms thereof, other than the Trustee's own paper, as may be available through the Trustee's own trust department), certificates of deposit, and similar types of securities; and
22. Generally to do all such acts, execute all such instruments, initiate such proceedings, and exercise all such rights and privileges with relation to property constituting the Fund as if the Trustee were the absolute owner thereof, and, to the extent not inconsistent with the express provisions hereof, the enumeration of any power herein will not be by way of limitation, but will be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically herein granted, the Trustee will have such power to do all acts as may be deemed necessary for full and complete management of the Fund and appropriate to carry out the purposes of the Fund, and will further have all powers and authorities conferred on trustees by the laws of the Trustee's domiciliary state.

8.03 COMPENSATION AND EXPENSES

The Trustee (or Custodian, if applicable) will receive such reasonable compensation as may be agreed upon by the Trustee (or Custodian, if applicable) and the Adopting Employer. The Trustee (or Custodian, if applicable) will be entitled to reimbursement by the Employer for all proper expenses incurred in carrying out their duties under this Plan, including reasonable legal, accounting, and actuarial expenses. Such compensation will include any earnings on funds retained pursuant to Plan Sections 8.01(A)(7) and 8.02(B)(19) hereof in non-interest bearing accounts and any such earnings will not become a part of the Fund. The Adopting Employer expressly acknowledges that the ability of the Trustee or the Custodian, as applicable, and any affiliated financial organization of the preceding, to earn income on amounts held in such non-interest bearing accounts has been taken into consideration in establishing the Trustee's or Custodian's fees hereunder. If not paid by the Employer, all such compensation and expenses may be charged against the Fund. Notwithstanding the preceding, a Participant will not be entitled to compensation even if they serve in the capacity as a Trustee (or Custodian, if applicable).

The Trustee (or Custodian, if applicable) will be reimbursed by the Employer or from the Fund for all taxes of any kind whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Fund. The Trustee (or Custodian, if applicable) shall promptly notify the Employer with regard to any levies or tax assessments that it receives on any income or property maintained in the Fund and, unless notified to the contrary by the Employer within ninety (90) days, shall pay any such levies or assessments. If the Employer notifies the Trustee (or Custodian, if applicable) within said period that it is its opinion or the opinion of counsel that such levies or assessments are invalid or that they should be contested, then the Trustee (or Custodian, if applicable) shall take whatever action concerning payment of the levy or assessment as is indicated in the notice received by the Trustee (or Custodian, if applicable); provided, however, that the Employer, and not the Trustee (or Custodian, if applicable), will be responsible for contesting any such levies or assessments or litigating any such claims.

8.04 NO OBLIGATION TO QUESTION DATA

The Employer shall furnish the Trustee (or Custodian, if applicable) and Plan Administrator the information which each party deems necessary for the administration of the Plan including, but not limited to, changes in a Participant's status, eligibility, mailing addresses and other such data as may be required. The Trustee (or Custodian, if applicable) and Plan Administrator will be entitled to act on such information as is supplied to them and will have no duty or responsibility to further verify or question such information.

8.05 RESIGNATION

Any person serving as Trustee or Custodian may resign at any time by giving thirty (30) days advance written notice to the Adopting Employer. The resignation will become effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. If the Adopting Employer fails to appoint a successor Trustee or Custodian following notice of resignation, the Trustee (or Custodian, if applicable) will have the power to appoint a successor Trustee (or Custodian, if applicable).

The Adopting Employer may remove any Trustee (or Custodian, if applicable) at any time by giving written notice to such Trustee (or Custodian, if applicable) and such removal will be effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer will have the power to appoint a successor Trustee (or Custodian, if applicable).

In the event the Trustee (or Custodian, if applicable) is removed, resigns, dies, or becomes incapacitated and the Adopting Employer or Trustee (or Custodian, if applicable) will not or cannot appoint a successor Trustee (or Custodian, if applicable) within a reasonable period of time thereafter, a majority of Participants in the Plan will have the authority to appoint a successor Trustee (or Custodian, if applicable) but will not be obligated to do so if engaging a majority of Participants would result in unreasonable time, expense, or administrative burden.

Upon such resignation or removal, if the resigning or removed Trustee (or Custodian, if applicable) is the sole Trustee (or Custodian, if applicable), they shall transfer all of the assets of the Fund then held by such Trustee (or Custodian, if applicable) as expeditiously as possible to the successor Trustee (or Custodian, if applicable) after paying or reserving such reasonable amount as they will deem necessary to provide for the expense in the settlement of the accounts and the amount of any compensation due them and any sums chargeable against the Fund for which they may be liable. If the Funds as reserved are not sufficient for such purpose, then they will be entitled to reimbursement from the successor Trustee (or Custodian, if applicable) out of the assets in the successor Trustee's (or Custodian's, if applicable) hands under this Plan. If the amount reserved will be in excess of the amount actually needed, the former Trustee (or Custodian, if applicable) will return such excess to the successor Trustee (or Custodian, if applicable).

Upon receipt of the transferred assets, the successor Trustee (or Custodian, if applicable) will thereupon succeed to all of the powers and responsibilities given to the Trustee (or Custodian, if applicable) by this Plan.

Where a financial organization is serving as Trustee (or Custodian, if applicable) and it is merged with or bought by another organization (or comes under the control of any federal or state agency), that organization shall serve as the successor Trustee (or Custodian, if applicable) of this Plan, but only if it is the type of organization that can so serve under applicable law. Notwithstanding anything herein to the contrary, the Trustee (or Custodian, if applicable) or any subsequent assignees may, by prior written notice to the Employer, and without the need for the Employer's consent or prior approval, assign all or any part of its rights and obligations under this Plan to any affiliate (which term includes, without limitation, any parent, subsidiary, or sister entity) of the Trustee (or Custodian, if applicable) or the assignee.

Where the Trustee or Custodian is serving as a nonbank trustee or custodian pursuant to Treasury Regulation section 1.408-2(e), the Adopting Employer will appoint a successor Trustee (or Custodian, if applicable) upon notification by the Commissioner of Internal Revenue that such substitution is required because the Trustee (or Custodian, if applicable) has failed to comply with the requirements of Treasury Regulation section 1.408-2(e) or is not keeping such records or making such returns or rendering such statements as are required by forms or regulations.

8.06 DEGREE OF CARE – LIMITATIONS OF LIABILITY

The Trustee (or Custodian, if applicable) will be under no duty to take any action other than its express responsibilities under this Plan unless the responsible party under the terms of the Plan will furnish the Trustee (or Custodian, if applicable) with written instructions; provided that in no event may the Trustee's (or Custodian's, if applicable) responsibilities be expanded except with its prior written consent. Any instructions hereunder may be delivered to the Trustee (or Custodian, if applicable) directly by the responsible party or by other mutually agreed upon parties. The Trustee (or Custodian, if applicable) will not be liable for any action taken or omitted by it in good faith in reliance upon any instructions received hereunder or any other notice, request, consent, certificate, or other instrument or paper reasonably believed by it to be genuine and to have been properly executed. A Directed Trustee (or Custodian, if applicable) will have no duty to inquire into the purpose or propriety of any order, instruction, or other communication received hereunder and may conclusively presume that any such order, instruction, or other communication is accurate and complete. The Trustee (or Custodian, if applicable) will not be responsible for determining that all instructions provided to the Trustee (or Custodian, if applicable) are being given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. The Trustee (or Custodian, if applicable) may conclusively presume that any instructions received have been duly authorized by the Employer, Investment Fiduciary, Plan Administrator, Trustee, or Participant, as applicable, pursuant to the terms of the Plan and applicable law.

The Trustee (or Custodian, if applicable) will not be responsible for the validity or effect or the qualification under the Code or the Plan. The Trustee (or Custodian, if applicable) will not be required to take any action upon receipt of any notice from the IRS or other taxing authority (unless such notice relates to the performance of the Trustee (or Custodian, if applicable) responsibilities in Plan Sections 8.01(A) or 8.02(A)) except to promptly forward a copy thereof to the Employer. Further, it is specifically understood that the Trustee (or Custodian, if applicable) will have no duty or responsibility with respect to the determination of matters pertaining to the eligibility of any Employee to become a Participant or remain a Participant hereunder, the amount of benefit to which a Participant or Beneficiary will be entitled to receive hereunder, whether a distribution to Participant or Beneficiary is appropriate under the terms of the Plan, the size and type of any policy to be purchased from any insurer for any Participant hereunder, or any other similar matters, it being understood that all such responsibilities under the Plan are vested in the Plan Administrator.

8.07 INDEMNIFICATION OF TRUSTEE AND CUSTODIAN

Notwithstanding any provision hereof, the Adopting Employer hereby agrees to indemnify, defend, and hold the Trustee (or Custodian, as applicable), and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits, or actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, or instruction purporting to have been delivered by a representative of the Adopting Employer or the Plan that has been duly identified to the Trustee (or Custodian, as applicable) in a manner required or accepted by such Trustee (or Custodian, as applicable) ("Designated Representative"). The Adopting Employer waives any and all claims of any nature it now has or may have against the Trustee (or Custodian, as applicable) and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or instruction from a Designated Representative of the Adopting Employer. The Adopting Employer also hereby agrees to indemnify, defend, and hold the Trustee (or Custodian, as applicable), and any parent, subsidiary, related corporation, or affiliates of the Trustee (or Custodian, as applicable), including their respective directors, managers, officers, employees, agents, and other representatives, harmless from and against any and all loss, costs, damages, liability, expenses, or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on instructions from the Adopting Employer or its Designated Representative; any exercise or failure to exercise investment direction authority by the Adopting Employer or by its Designated Representative; the Trustee's or Custodian's refusal on advice of counsel to act in accordance with any investment direction by the Adopting Employer or its Designated Representative; any other act or failure to act by the Adopting Employer or its Designated Representative; any prohibited transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Trustee (or Custodian, as applicable), in reliance on instructions from the Adopting Employer or its Designated Representative; or any other act the Trustee (or Custodian, as applicable), takes in good faith hereunder that arises under the Plan or the administration of the Fund.

The Trustee (or Custodian, as applicable), will not be liable to the Adopting Employer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the preceding, the Trustee (or Custodian, as applicable) will not be liable for any losses arising from its compliance with instructions from the Adopting Employer or its Designated Representative; for executing, failing to execute, failing to timely execute, or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Trustee (or Custodian, as applicable).

The Trustee (or Custodian, if applicable) will be accountable only for monies or property actually received by it. If any portion of the Fund is held by another custodian or trustee, the term "Fund" herein will mean only that portion of the Fund from time to time held by the applicable Trustee or Custodian. The Trustee (or Custodian, if applicable) will not be deemed accountable, responsible, or liable for the acts or omissions of any other custodian or trustee of the Plan. The Trustee (or Custodian, if applicable) will have no duty or responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the collection thereof, the transmittal of the same to the Trustee (or Custodian, if applicable), or compliance with any statute, regulation, or rule applicable to such contributions. A Directed Trustee (or a Custodian, if applicable) will have no discretion as to investment of the Fund or administration of the Plan and will not be deemed a "fiduciary" as that term is used in ERISA. The Trustee (or Custodian, if applicable) is signing the Adoption Agreement solely to signify its acceptance of appointment as Trustee (or Custodian, if applicable) and the Employer will have sole responsibility for the accuracy, completeness, legal sufficiency, and due execution thereof, including consulting with legal counsel and tax advisors as the Employer deems appropriate in connection therewith.

The provisions of this Plan Section 8.07 will survive the termination or amendment of the Plan.

8.08 MISCELLANEOUS

A. **Governing Law** – To the extent not preempted by ERISA, Plan Sections 8.01 and 8.02 will be construed and enforced, to the extent possible, according to the laws of the State in which the Custodian or Trustee maintains its principle place of business and all provisions hereof will be administered according to the laws of said State and any federal laws, regulations, or rules that may from time to time be applicable.

B. **Necessary Parties** – To the extent permitted by law, only the Employer and the Trustee (or Custodian, if applicable) will be necessary parties in any application to the courts for an interpretation of Plan Sections 8.01 or 8.02 or for an accounting by the Trustee (or Custodian, if applicable), and no other Plan Fiduciary, Participant, Beneficiary, or other person having an interest in the Fund will be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding will, to the extent permitted by law, be conclusive upon all persons claiming in Plan Sections 8.01 or 8.02.

C. **Force Majeure** – The Trustee (or Custodian, if applicable) will not be responsible or liable for the failure or delay in performance of its obligations arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic, or communications failure.

D. **Agents** – In performing its obligations under this Plan, the Trustee (or Custodian, if applicable) will be entitled to employ suitable agents, counsel, sub-custodians, and other service providers.

8.09 LIMITED TRUSTEE

This section applies where either a financial organization and/or one or more individuals has/have indicated in the Adoption Agreement that it will serve as Limited Trustee with respect to the Fund or where one or more individuals has/have indicated in the Adoption Agreement that they will serve as individual trustee(s) and a separate Limited Trustee(s) has not been indicated on the Adoption Agreement. At no time will a financial organization that is serving as a Trustee be considered a Limited Trustee without their express authorization shown by its signature on either the Adoption Agreement or a separate form approved by the financial organization. The responsibilities and powers of the Limited Trustee may not be expanded except with its prior written consent and, notwithstanding any provision hereof to the contrary, may be further limited by the terms of a separate agreement between the Limited Trustee and the Adopting Employer.

A. **Responsibilities of the Limited Trustee**
Notwithstanding anything in the Plan to the contrary, the responsibilities of the Limited Trustee will be limited to ensuring the timely collection and deposit of Employer Contributions.

B. **Compensation and Expenses**
The Limited Trustee will receive such reasonable compensation as may be agreed upon by the Limited Trustee and the Adopting Employer. The Limited Trustee will be entitled to reimbursement by the Employer for all proper expenses incurred in carrying out their duties under this Plan, including reasonable legal, accounting, and actuarial expenses. If not paid by the Employer, all such compensation and expenses may be charged against the Fund. Notwithstanding the preceding, a Participant will not be entitled to compensation even if they serve in the capacity as a Limited Trustee.

C. **No Obligation to Question Data**
The Plan Administrator and/or Employer shall furnish to the Limited Trustee the information that the Limited Trustee deems necessary for complying with its responsibilities under the Plan. The Limited Trustee will be entitled to act on such information as is supplied and will have no duty or responsibility to further verify or question such information.

D. **Resignation**
Any person serving as Limited Trustee may resign at any time by giving thirty (30) days advance written notice to the Adopting Employer. The resignation will become effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer may remove any Limited Trustee at any time by giving written notice to such Limited Trustee and such removal will be effective thirty (30) days after receipt of such notice unless a shorter period is agreed upon. The Adopting Employer will have the power and the duty to appoint a successor Limited Trustee. If the Adopting Employer fails to appoint a successor Limited Trustee following notice of resignation, the Trustee will have the power, but not the duty, to appoint a successor Limited Trustee. In no event will the Trustee become a Limited Trustee unless the Trustee acknowledges the appointment by executing the Limited Trustee section of the Adoption Agreement.

Where a financial organization is serving as Limited Trustee and it is merged with or bought by another organization (or comes under the control of any federal or state agency), that organization will serve as the successor Limited Trustee of this Plan, but only if it is the type of organization that can so serve under applicable law. Notwithstanding anything herein to the contrary, the Limited Trustee or any subsequent assignees may, by prior written notice to the Employer, and without the need for the Employer's consent or prior approval, assign all or any part of its rights and obligations under this Plan to any affiliate (which term includes, without limitation, any parent, subsidiary, or sister entity) of the Limited Trustee or the assignee.

E. Degree of Care – Limitations of Liability
The Limited Trustee will be under no duty to take any action other than its express responsibilities under this Plan unless the responsible party under the terms of the Plan shall furnish the Limited Trustee with written instructions; provided that in no event may the Limited Trustee's responsibilities be expanded except with its prior written consent. Any instructions hereunder may be delivered to the Limited Trustee directly by the responsible party or by other mutually agreed upon parties. The Limited Trustee will not be liable for any action taken or omitted by it in good faith in reliance upon any instructions received hereunder or any other notice, request, consent, certificate, or other instrument or paper reasonably believed by it to be genuine and to have been properly executed. The Limited Trustee will not be responsible for determining

that all instructions provided to the Limited Trustee are being given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. The Limited Trustee may conclusively presume that any instructions received have been duly authorized by the Employer, Plan Administrator, or Discretionary Trustee, as applicable, pursuant to the terms of the Plan and applicable law. The Limited Trustee will not be responsible for the validity or effect or the qualification under the Code or the Plan.

F. **Indemnification of Limited Trustee**

Notwithstanding any provision hereof, the Adopting Employer hereby agrees to indemnify, defend, and hold the Limited Trustee, and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits, or actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, or instruction purporting to have been delivered by a representative of the Adopting Employer or the Plan that has been duly identified to the Limited Trustee in a manner required or accepted by such Limited Trustee. The Adopting Employer waives any and all claims of any nature it now has or may have against the Limited Trustee and its affiliates, and their respective directors, managers, officers, employees, agents, and other representatives, which arise, directly or indirectly, from any action or act the Limited Trustee takes in good faith hereunder that arises under the Plan or the administration of the Fund.

The Limited Trustee will not be liable to the Adopting Employer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the preceding, the Limited Trustee will not be liable for any losses arising from its compliance with instructions from the Adopting Employer or its Designated Representative; for executing, failing to execute, failing to timely execute, or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Limited Trustee

The Limited Trustee is signing the Adoption Agreement solely to signify its acceptance of appointment as Limited Trustee and the Employer will have sole responsibility for the accuracy, completeness, legal sufficiency, and due execution thereof, including consulting with legal counsel and tax advisors as the Employer deems appropriate in connection therewith.

The provisions of this Plan Section 8.09 will survive the termination or amendment of the Plan.

SECTION NINE: ADOPTING EMPLOYER SIGNATURE

Adoption Agreement Section Nine must contain the signature of an authorized representative of the Adopting Employer evidencing the Employer's agreement to be bound by the terms of the Basic Plan Document, Adoption Agreement, and, if applicable, separate trust or custodial agreement.