

**[PLACE YOUR COMPANY NAME HERE]**

**BASIC PLAN DOCUMENT #03-DB**

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BASIC PLAN DOCUMENT  
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ARTICLE 1  
INTRODUCTION

Section 1.01      PLAN AND TRUST

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and 501(a), respectively.

Section 1.02      APPLICATION OF PLAN AND TRUST

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Company on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Company whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2  
DEFINITIONS

"Accrued Benefit" means, for any Participant as of any date, the benefit determined under Article 4, as adjusted for any prior distributions. If the Adoption Agreement provides that this Plan is a 412(i) Plan, "Accrued Benefit" means, for any Participant as of any date, the cash surrender value of the Participant's insurance contracts, or, if greater, the cash surrender value the Participant's insurance contracts would have had on such applicable date if (i) premiums payable for such Participant's years of participation for the current Plan Year and all prior plan years under such contracts had been paid before lapse, (ii) no rights under such contracts had been subject to a security interest at any time, and (iii) no policy loans were outstanding at any time.

"Actuarial Equivalent, Actuarial Value, Actuarial Reduction" means an alternate form of payment having the same actuarial value when computed on the basis of the actuarial assumptions set forth below:

(a) Non Lump Sum Distributions. The actuarial assumptions to be used in computing non lump sum distributions shall be the actuarial assumptions set forth in the Adoption Agreement.

(b) Lump Sum Distributions. The actuarial assumptions to be used in computing a lump sum distribution shall be the applicable interest rate and the applicable mortality table. The applicable interest rate is the rate of interest on 30-year Treasury securities (or such interest rate that is subsequently specified by the Internal Revenue Service pursuant to Code section 417(e)) as specified by the Internal Revenue Service for the lookback period and for the stability period specified in the Adoption Agreement. The stability period is the successive period specified in the Adoption Agreement, that contains the Annuity Starting Date for the distribution and for which the applicable interest rate remains constant. The applicable mortality table is the mortality table specified by the Internal Revenue Service in Revenue Ruling 2001-62 (or such mortality table that is subsequently specified by the Internal Revenue Service pursuant to Code section 417(e)). Notwithstanding the foregoing, a plan amendment that changes the date for determining the applicable interest rate (including an indirect change as a result of a change in Plan Year), shall not be given effect with respect to any distribution during the period ending one year after the later of the amendment's effective date or adoption date, if, during such period and as a result of such amendment, the Participant's distribution would be reduced. For purposes of computing a lump sum distribution, the Adoption Agreement may provide for actuarial assumptions to be used in addition to the applicable interest rate and the applicable mortality table provided, however, that the value of the lump sum distribution shall not be less than the lump sum computed using the applicable interest rate and the applicable mortality table.

"Age" means, for any individual, his age determined in the manner specified in the Adoption Agreement, except that an individual attains Age 70-1/2 on the corresponding date in the sixth calendar month following the month in which his 70th birthday falls (or the last day of such sixth month if there is no such corresponding date therein).

"Alternate Payee" means the person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form. If benefit payments in any form are suspended pursuant to Section 7.13 for a Participant who continues in service without a separation and who does not receive a benefit payment, the recommencement of benefit payments shall be treated as a new Annuity Starting Date.

"Average Annual Compensation" shall have the meaning specified in the Adoption Agreement.

"Beneficiary" means the person(s) entitled to receive benefits, if any, under Article 7 of the Plan upon the Participant's death.

"Board" means the governing body of the Plan Sponsor. If the Plan Sponsor is a sole proprietorship, the Board means the sole proprietor.

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

"Committee" means the Committee that may be appointed by the Plan Sponsor pursuant to Section 12.01 to serve as Plan Administrator.

"Company" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Compensation" shall have the meaning set forth in the Adoption Agreement.

Compensation must be determined without regard to any rules under 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. Compensation shall include only that compensation which is actually paid to the Participant during the determination period. Except as provided elsewhere in this Plan and the Adoption Agreement, the determination period shall be Plan Year.

For years beginning on or after January 1, 1989, and before January 1, 1994, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990.

For years beginning on or after January 1, 1994, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan shall not exceed \$150,000 or such other amount in effect under Code section 401(a)(17)(B). The amount in effect for a calendar year applies to any determination period that begins during 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 a Participant's benefits for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is \$200,000. In addition, in determining benefits in Plan Years beginning on or after January 1, 1994, the annual compensation limit in effect for determination periods beginning before that date is \$150,000.

"Covered Compensation" means the average (without indexing) of the Taxable Wage Bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which the Participant attains (or will attain) social security retirement age. In determining a Participant's Covered Compensation for a Plan Year, the Taxable Wage Base in effect for the current Plan Year and any subsequent Plan Year will be assumed to be the same as the Taxable Wage Base in effect as of the beginning of the Plan Year for which the determination is being made. A Participant's Covered Compensation for a Plan Year before the 35-year period ending with the last day of the calendar year in which the Participant attains social security retirement age is the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participant's Covered Compensation for a Plan Year after such 35-year period is the Participant's Covered Compensation for the Plan Year during which the 35-year period ends. Unless otherwise provided in the Adoption Agreement, Covered Compensation shall be determined by the covered compensation table in effect during the current Plan Year.

"Determination Date" means the last day of the preceding Plan Year. Notwithstanding the foregoing, the Determination Date for the first Plan Year shall be the last day of such year.

"Disabled" or "Disability" shall have the meaning specified in the Adoption Agreement.

"Disability Retirement Date" shall have the meaning specified in the Adoption Agreement.

"Early Retirement Age" shall have the meaning specified in the Adoption Agreement.

"Early Retirement Date" shall have the meaning specified in the Adoption Agreement.

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

"Effective Date" shall have the meaning set forth in the Adoption Agreement.

"Eligibility Computation Period" means a 12 consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof. Notwithstanding the foregoing and: (i) if the Adoption Agreement provides that the Eligibility Computation Period switches to the Plan Year if an Employee fails to complete a Year of Eligibility Service during his initial Eligibility Computation Period, his Eligibility Computation Period for such purpose will switch to the Plan Year, beginning with the Plan Year that includes the first anniversary of his Employment Commencement Date. If the Eligibility Computation Period switches to the Plan Year, an Employee who is credited with a Year of Eligibility Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's initial Eligibility Computation Period will be credited with two Years of Eligibility Service.

"Eligible Employee" means any Employee employed by the Company, subject to the modifications and exclusions described in the Adoption Agreement.

If an individual (other than a Self-Employed Individual) is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Company is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

If an individual who becomes employed by the Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade or business shall not become eligible to participate in the Plan until the Plan Sponsor specifically authorizes such participation.

"Employee" means any individual who is employed by the Employer, including a Self-Employed Individual. The term "Employee" includes any Leased Employee of the Employer. No Leased Employee may become a Participant hereunder unless he becomes an Eligible Employee. The term "Employee" shall not include a person who is classified by the Employer as an independent contractor or a person (other than a Self-Employed Individual) who is not treated an employee for purposes of withholding federal employment taxes.

"Employer" means the Company or any other employer required to be aggregated with the Company under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above. In identifying the Employer by applying Code sections 414(b) and (c) for purposes of Section 5.01, the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" each place it appears in section 1563(a)(1).

"Employment Commencement Date" means the first date on which the Eligible Employee performs an Hour of Service.

"ERISA" means the Employee Retirement Income Security Act of 1974, all amendments thereto and all federal regulations promulgated pursuant thereto.

"Final Average Compensation" means the average of the Participant's annual Compensation from the Employer for the three-consecutive year period ending with or within the Plan Year. If a Participant's entire period of employment with the Employer is less than three consecutive years, compensation is averaged on an annual basis over the Participant's entire period of employment. Compensation for any year in excess of the Taxable Wage Base in effect at the beginning of such year will not be taken into account. The foregoing shall be modified by any elections in the Adoption Agreement.

"Highly Compensated Employee" means any Employee who during the Plan Year performs services for the Employer and who:

- (a) was a More Than 5% Owner at any time during the Plan Year or the preceding Plan Year; or
- (b) during the preceding Plan Year (the Adoption Agreement may provide that the foregoing determination may be made with respect to the calendar year beginning with or within the preceding Plan Year) received Testing Compensation in excess of the Code section 414(q)(1) amount (\$80,000 as adjusted) and, unless otherwise provided in the Adoption Agreement, was a member of the top paid group of Employees within the meaning of Code section 414(q)(3). An Employee is in the top-paid group of Employees for any year if such Employee is in the group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year.

For purposes of determining who is a Highly Compensated Employee, Testing Compensation shall include amounts excludable under Code sections 125, 402(e)(3), 402(h), 403(b) and 132(f).

The term Highly Compensated Employee also includes a former Employee who was a Highly Compensated Employee when he separated from service or at any time after attaining age 55.

"Hour of Service" means:

- (a) 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.
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 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 DOL Reg. section 2530.200b-2 which is incorporated herein by this reference.
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service will not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). 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.

Solely for purposes of determining whether a One-Year Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (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 shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.

Notwithstanding the foregoing, for determining service under the elapsed time method an Hour of Service means each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

Hours of service will be credited for employment with the Employer. 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).

If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

Service with respect to qualified military service shall be credited in accordance with Code section 414(u) and service shall also be determined to the extent required by the Family and Medical Leave Act of 1993.

"Integration Level" shall have the meaning set forth in the Adoption Agreement.

"Investment Fiduciary" means the fiduciary appointed by the Plan Sponsor pursuant to Section 12.02.

"Investment Funds" means the funds in which the Trust Fund is invested.

"Investment Manager" means an investment manager as described in section 3(38) of ERISA.

"Key Employee" means an Employee or former Employee (and each of his Beneficiaries) who, at any time during the Plan Year containing the Determination Date for the Plan Year in question or any of the four preceding Plan Years, is:

(a) An officer of the Employer (as that term is defined in Treasury Regulations promulgated under Code section 416) if such officer's Testing Compensation for such Plan Year exceeds 50% of the amount in effect under Code section 415(b)(1)(A); or

(b) One of the 10 Employees owning (directly or by attribution, under Code section 318) the largest interests in the Employer, provided:

(1) the Employee's Testing Compensation from the Employer for the Plan Year exceeds 100% of the amount in effect under Code section 415(c)(1)(A), and

(2) the Employee owns (either directly or by attribution, under Code section 318) more than one-half of one percent (.5%) of the outstanding stock of the Employer or stock possessing more than one-half of one percent (.5%) of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, more than one-half of one percent (.5%) of the capital or profits interest in the Employer; or

(c) A More Than 5% Owner; or

(d) A "more than 1% owner" of the Employer, meaning an Employee who (1) has Testing Compensation from the Employer of more than \$150,000 for such Plan Year, and (2) owns (either directly or by attribution, under Code section 318) more than 1% of the outstanding stock of the Employer or stock possessing more than 1% of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than 1% of the capital or profits interest in the Employer.

For purposes of this definition and the definition of More Than 5% Owner, employers that would otherwise be aggregated under Code section 414(b), (c), or (m) shall be treated as separate employers in determining percentage ownership, and Testing Compensation shall include amounts deducted pursuant to a salary reduction

agreement which are excludable from the Employee's gross income under Code section 125, 402(e)(3), 402(h), 403(b) or 132(f).

"Leased Employee" means any person (other than an employee of the Employer) who pursuant to an agreement between the Employer and any other person ("leasing organization") has performed services for the Employer (or for the 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 Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A person shall not be considered a Leased Employee if: (i) such person is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h)(1)(B), 403(b) or 132(f), (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20 percent of the Employer's nonhighly compensated work force.

"Limitation Year" means the year specified in the Adoption Agreement. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

"Mandatory Employee Contributions" means the mandatory contributions made pursuant to Article 4 and Code section 411(c)(2)(C).

"Month of Eligibility Service" means a month in which an Employee completes at least the number of hours specified in the Adoption Agreement. If the Plan uses the elapsed time method to compute service: (i) Month of Eligibility Service means a one-month period of service commencing with an Employee's Employment Commencement Date (and each one month anniversary thereof) and ending on the date on which eligibility service is being determined, (ii) in order to determine the number of whole Months of Eligibility Service, nonsuccessive periods of service and less than whole month periods of service shall be aggregated on the basis that 30 days are deemed to be a month, and (iii) an Employee will receive credit for any Period of Severance of less than 12 consecutive months. All eligibility service with the Employer is taken into account, except that if permitted in the Adoption Agreement, the following service shall be disregarded in determining eligibility service computed on a monthly basis:

(a) **One-Year Holdout.** If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method), eligibility service before such period will not be taken into account until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.

(b) **Rule of Parity.** If an Employee does not have any nonforfeitable right to his Accrued Benefit derived from Employer contributions, eligibility service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) will not be taken into account in computing eligibility service.

If a Participant's eligibility service is disregarded pursuant to the foregoing, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's eligibility service may not be disregarded pursuant to the foregoing, such Participant shall participate in the Plan pursuant to the terms of Article 3.

To the extent provided in the Adoption Agreement, eligibility service may also include service with an unaffiliated employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

"More Than 5% Owner" means any person who owns (either directly or by attribution, under Code section 318) more than 5% of the outstanding stock of the Employer or stock possessing more than 5% of the total

combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than 5% of the capital or profits interest in the Employer.

"Non-Key Employee" means any Employee or former Employee who is not a Key Employee.

"Nonhighly Compensated Employee" means an Employee who is not a Highly Compensated Employee.

"Normal Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"Normal Retirement Date" shall have the meaning set forth in the Adoption Agreement.

"One-Year Break in Service" means, for purposes of determining a Year of Eligibility Service, an Eligibility Computation Period or, for purposes of determining a Year of Vesting Service, a Vesting Computation Period during which an Employee is credited with 500 or fewer Hours of Service.

"One-Year Period of Severance" means a Period of Severance of at least 12 consecutive months. In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a One-Year Period of Severance. 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 the 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.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Article 3.

"Period of Severance" means a continuous period of time during which the Employee does not perform an Hour of Service for the Employer. Such period begins on the date the Employee retires, dies, quits or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.

"Permissive Aggregation Group" means the Required Aggregation Group of plans, plus any other plan or plans of the Employer which, 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 Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 12.01.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the 12-consecutive month period described in the Adoption Agreement.

"Present Value" means a benefit of equivalent value and shall be based on the interest and mortality rates specified in the Adoption Agreement for computing the Top-Heavy Ratio.

"Primary Insurance Amount" means the amount (determined as of the close of the Plan Year) payable to the Participant upon attainment of the Participant's Social Security Retirement Age, assuming the Participant's annual compensation from the Employer that is treated as wages for purposes of the Social Security Act remains the same from the Plan Year until the Participant's attainment of Social Security Retirement Age.

The actual compensation paid to the Participant by the Employer during all periods of service of the Participant for the Employer during which the Participant was covered by the Social Security Act shall be used in determining the Participant's Primary Insurance Amount. With respect to years before the Participant's commencement of service for the Employer, it will be assumed that the Participant received compensation for such service in an amount computed by using a six percent salary scale projected backwards from the determination date to the Participant's twenty first birthday. However, if the Participant provides the Employer with satisfactory evidence of the Participant's actual past compensation for the prior years treated as wages under the Social Security

Act at the time the compensation was earned and the actual past compensation results in a smaller Primary Insurance Amount, the Plan must use the actual past compensation.

Each Participant shall be provided with written notice of the Participant's right to supply actual compensation history, and of the financial consequences of failing to supply such history. The notice shall be given each time the Plan's summary plan description is provided to the Participant and will also be given upon the Participant's Termination of Employment. The notice shall also state that the Participant can obtain the actual compensation history from the Social Security Administration.

If distribution of a Participant's Accrued Benefit begins before the Participant's attainment of Social Security Retirement Age (including a benefit commencing at Normal Retirement Age) the Primary Insurance Amount shall be reduced by 1/15 for each of the first five years and 1/30 for each of the next five years by which the starting date of such benefit precedes the Social Security Retirement Age of the participant, and reduced actuarial for each additional year thereafter.

"Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" within the meaning of Code section 414(p).

"Qualified Joint and Survivor Annuity" means for a married Participant, an immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the Actuarial Equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the survivor annuity under the plan shall be 50%, unless a different percentage is elected in the Adoption Agreement.

"Qualified Preretirement Survivor Annuity" means:

(a) If a Participant dies after the earliest retirement age, an annuity payable to the Participant's surviving spouse, if any, that is the same benefit that would be payable if the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before the Participant's date of death. The surviving spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving spouse under a Qualified Joint and Survivor Annuity in accordance with this provision shall be adjusted to reflect the delayed payment. The earliest retirement age is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(b) If a Participant dies on or before the earliest retirement age, an annuity payable to the Participant's surviving spouse (if any) that is the same benefit that would be payable if the Participant had:

- (1) separated from service on the date of death (or date of separation from service, if earlier),
- (2) survived to the earliest retirement age,
- (3) retired with an immediate Qualified Joint and Survivor Annuity at the earliest retirement age, and
- (4) died on the day after the earliest retirement age.

For purposes of the foregoing, and subject to the provisions of Section 7.05, a surviving spouse will begin to receive payments at the earliest retirement age. Benefits commencing after the earliest retirement age will be the Actuarial Equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate Qualified Joint and Survivor Annuity.

"Required Aggregation Group" means (a) each qualified plan of the Employer in which at least one Key Employee participates in the Plan Year containing the Determination Date or any of the four preceding Plan Years,

and (b) each other plan (including a terminated plan) of the Employer which, during the period, enables any plan in which a Key Employee participates to meet the requirements of Code sections 401(a)(4) or 410.

"Required Beginning Date" means the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2 or retires; except that benefit distributions to a More Than 5% Owner must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2. The Adoption Agreement may provide that for a Participant other than a More Than 5% Owner: (i) the Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (ii) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (i) of this sentence.

"Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another qualified plan or individual retirement account pursuant to Section 7.14(b)(2) of the Plan.

"Segregated Account" means the account maintained pursuant to Section 7.14.

"Self-Employed Individual" means any 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 Earned Income but for the fact that the trade or business had no net profits for the taxable year.

"Social Security Retirement Age" means age 65 if the Participant attains age 62 before January 1, 2000, age 66 if the Participant attains age 62 after December 31, 1999 but before January 1, 2017 (i.e., born after December 31, 1937 but before January 1, 1955) and age 67 if the Participant attains age 62 after December 31, 2016 (i.e., born after December 31, 1954).

"Taxable Wage Base" means the wage base in effect under Section 230 of the Social Security Act.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Employer.

"Testing Compensation" shall have the meaning set forth in the Adoption Agreement. Testing Compensation must be determined without regard to any rules under 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, Testing Compensation shall mean Earned Income.

Notwithstanding any other provision hereof to the contrary, the annual Testing Compensation of each Employee taken into account under the Plan for any Plan Year shall not exceed the amount in effect for such year under Code section 401(a)(17). If a Plan Year consists of fewer than 12 months, the applicable limitation under Code section 401(a)(17) will be multiplied by a fraction, the numerator of which is the number of months in such year, and the denominator of which is 12.

"Top-Heavy Ratio" means:

(a) If the Employer maintains one or more defined contribution plans and the Employer has not maintained any defined benefit plan which, during the five-year period ending on the Determination Date, has or has had accrued benefits, the Top-Heavy Ratio for 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 (including any part of any Account balance distributed in the five-year period ending on the Determination Date, including any distributions during that period from a terminated plan), and the denominator of which is the sum of all Account balances (including any part of any Account balance distributed in the five-year period ending on the Determination Date, including any distributions during that period from a terminated plan), both computed in accordance with Code section 416 and the Treasury Regulations promulgated thereunder. Both the numerator and denominator of the Top-Heavy Ratio shall be adjusted to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code section 416 and the Treasury Regulations thereunder.

(b) If the Employer maintains one or more defined contribution plans and maintains or has maintained one or more defined benefit plans which, during the five-year period ending on the Determination Date, has or has had any accrued benefits, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with subsection (a) 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, 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 subsection (c) below), and the Present Value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date, all determined in accordance with Code section 416 and the Treasury Regulations promulgated thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are adjusted for any distribution of an accrued benefit made in the five-year period ending on the Determination Date.

(c) For purposes of subsections (a) and (b) above, the value of Account balances and the Present Value of accrued benefits will be determined as of the most recent valuation date during the 12-month period ending on the Determination Date, except as provided in Code section 416 and the Treasury Regulations thereunder 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 performed any services for the Employer maintaining the Plan at any time during the five-year period 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 Treasury Regulations promulgated thereunder. Deductible Employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of Account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year. The accrued benefit of a Participant other than a Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (ii) 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).

"Trust Fund" means all of the assets of the Plan held by the Trustee pursuant to Article 10 or held by an insurance company pursuant to section 403 of ERISA.

"Trustee" means the persons designated in the Adoption Agreement.

"Valuation Date" means the date specified in the Adoption Agreement.

"Vesting Computation Period" means, for purposes of determining Years of Vesting Service, the period described in the Adoption Agreement.

"Year of Credited Service" means, with respect to any Eligible Employee, a computation period specified in the Adoption Agreement during which he completes at least the service specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Credited Service" means a twelve month period of time beginning on the first day of the Plan Year during which the Participant participates in the Plan and ending on the date on which benefit service is being determined., (ii) in order to determine the number of whole Years of Credited Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months. If the Plan uses the proration method, "Year of Credited Service" means a Plan Year during which a Participant completes at least 2000 Hours of Service during the Plan Year. If a Participant completes at least 1,000 Hours of Service but less than 2,000 hours of service during the Plan Year, such Participant shall receive an accrual for such year which bears the same ratio to a full accrual as the number of Hours of Service the Participant actually completes bears to 2,000. Such Participant's benefit for such partial year shall be based upon the Compensation the Participant would have earned if the Participant had completed 2,000 Hours of Service.

(a) **Distribution of Benefit.** A Participant's Years of Credited Service (and any service credit earned for purposes of Article 11) shall be canceled if he receives a single-sum payment upon Termination of Employment. For purposes of the foregoing, if the value of a Participant's vested Accrued Benefit is zero, the Participant shall be deemed to have received a distribution of such benefit. If a Participant who receives a single sum distribution again becomes an Employee, his Years of Credited Service canceled pursuant to the foregoing shall be restored upon his full repayment of the amount of such distribution, plus interest compounded from the date of distribution to the date of repayment at the rate required under Code section 411(c)(2)(C); provided, however, that such repayment must be made before the earlier of (1) five years after the date the Participant again becomes an Employee, or (2) the first date the Participant incurs five consecutive One-Year Breaks in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method) following the date of the single-sum distribution. If a Participant who receives a deemed single sum distribution again becomes an Eligible Employee, his Years of Credited Service canceled pursuant to the foregoing shall be restored; provided, however, that such Participant again becomes an Employee prior to the first date the Participant incurs five consecutive One-Year Breaks in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method) following the date of the deemed single-sum distribution.

(b) **Double Benefit.** A Participant shall not receive Years of Credited Service for any period of service where such Participant receives credit for benefit accrual under another defined benefit plan sponsored by the Employer.

(c) **No Participation.** Except as otherwise provided in the Adoption Agreement, a Participant shall not receive Years of Credited Service for that portion of the Plan Year in which he is not a Participant.

(d) **Other.** A Participant's Years of Credited Service are subject to such further modifications as specified in the Adoption Agreement. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer except as provided herein.

"Year of Eligibility Service" means, with respect to any Eligible Employee, an Eligibility Computation Period during which he completes 1,000 Hours of Service or such lesser amount specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Eligibility Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which eligibility service is being determined, (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months. All Years of Eligibility Service with the Employer are taken into account except that if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Eligibility Service:

(a) **One-Year Holdout.** If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method), Years of Eligibility Service before such period will not be taken into account until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.

(b) **Rule of Parity.** If an Employee does not have any nonforfeitable right to the Accrued Benefit derived from Employer contributions, Years of Eligibility Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) will not be taken into account in computing eligibility service.

If a Participant's Years of Eligibility Service are disregarded pursuant to the foregoing, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's Years of Eligibility Service may not be disregarded pursuant to the foregoing, such Participant shall participate in the Plan pursuant to the terms of Article 3.

To the extent provided in the Adoption Agreement, eligibility service may also include service with an unaffiliated employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

"Year of Vesting Service" means a Vesting Computation Period during which the Employee completes at least the number of hours specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Vesting Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which vesting service is being determined, (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months.

This paragraph shall only apply if the Adoption Agreement indicates that the Plan is a 412(i) Plan. All Years of Vesting Service with the Employer are taken into account except that for an Employee who has five consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) and except to the extent provided in Article 6, all periods of service after such breaks in service/periods of severance shall be disregarded for the purpose of vesting the Employee's employer-derived Accrued Benefit that accrued before such breaks in service/periods of severance, but except as otherwise expressly provided, both the service before and after such breaks in service/periods of severance shall count for purposes of vesting the Employee's employer-derived Accrued Benefit that accrues after such breaks in service/periods of severance.

In addition, if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Vesting Service:

(a) One-Year Holdout. If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method), Years of Vesting Service before such period will not be taken into account until the Employee has completed a Year of Vesting Service after returning to employment with the Employer.

(b) Rule of Parity. If an Employee does not have any nonforfeitable right to the Accrued Benefit derived from Employer contributions, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) will not be taken into account in computing vesting service.

(c) Years of Vesting Service before age 18 and/or Years of Vesting Service before the Employer maintained this Plan or a predecessor plan will not be taken into account in computing vesting service.

To the extent provided in the Adoption Agreement, vesting service may also include service with an unaffiliated employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.



ARTICLE 3  
PARTICIPATION

Section 3.01      COMMENCEMENT OF PARTICIPATION

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan immediately prior to the Effective Date shall be a Participant eligible to accrue benefits pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan immediately prior to the Effective Date, shall become a Participant eligible to accrue benefits pursuant to Article 4 on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date.

Section 3.02      TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer. Should such Employee again qualify as an Eligible Employee or if an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he shall become a Participant for purposes of Article 4 for which the eligibility requirements have been satisfied as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.03      TERMINATION AND REHIRS

If an Employee has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of his Termination of Employment. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 as of his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall resume or become a Participant immediately upon his rehire date for which the eligibility requirements of this Article 3 have been satisfied. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3. The determination of whether a rehired Eligible Employee satisfies the requirements of Article 3 shall be made after the application of any applicable break in service rules.

Section 3.04      PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan.

ARTICLE 4  
ACCRUED BENEFIT

Section 4.01      Benefit at Normal Retirement Age

(a) Retirement Benefit. Each Participant shall accrue a benefit payable at Normal Retirement Date at the rate specified in the Adoption Agreement. The benefit formulas specified in the Adoption Agreement shall have the following meanings:

(1) Unit Credit No Step. Each Participant shall accrue a benefit payable at his Normal Retirement Date of the percentage of Average Annual Compensation per Year of Credited Service specified in the Adoption Agreement. The benefit calculated shall be subject to any limits specified in the Adoption Agreement.

(2) Unit Credit - Groups. Each Participant in each group specified in the Adoption Agreement shall accrue a benefit payable at his Normal Retirement Date of the percentages of Average Annual Compensation (or the dollar amounts if so elected in the Adoption Agreement) per Year of Credited Service specified in the Adoption Agreement. The benefit calculated shall be subject to any limits specified in the Adoption Agreement.

(3) Unit Credit With Step. Each Participant shall accrue a benefit payable at his Normal Retirement Date of the percentages of Average Annual Compensation per Year of Credited Service specified in the Adoption Agreement. The benefit calculated shall be subject to any limits specified in the Adoption Agreement.

(4) Excess Unit Credit. Subject to the overall permitted disparity limit below, each Participant will receive a benefit payable at his Normal Retirement Date equal to the sum of (A) and (B) below:

(A) (I) The Base Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation up to the Integration Level times each Year of Credited Service plus a benefit equal to the Excess Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation in excess of the Integration Level times each Year of Credited Service. The maximum number of Years of Credited Service during which permitted disparity is taken into account under this Subsection shall be specified in the Adoption Agreement.

(II) The number of Years of Credited Service taken into account under Subsection (A)(I) for any Participant will not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan under one or more qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer, other than years for which a Participant earned a Year of Credited Service under the benefit formula in Subsection (A)(I). For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative permitted disparity limit is less than the period of years specified in Subsection (A)(I), then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in Subsection (A)(I), the Participant's benefit will be equal to the Excess Benefit Percentage, or, if the Participant's benefit after the latest fresh-start date is not accrued under the fractional accrual rule and the Plan is not a Section 412(i) Plan, 133-1/3 percent of the Base Benefit Percentage, if lesser, times Average Annual Compensation.

(B) The percentage specified in the Adoption Agreement times Average Annual Compensation for each Year of Credited Service after the number of Years of Credited Service taken into account in Subsection (A). If, however, benefits after the latest fresh-start date are accrued under the fractional accrual rule or the Plan is a Section 412(i) Plan, then for each Year of Credited Service after the years of credited service taken into account in Subsection (A), this percentage will be equal to the Excess Benefit Percentage. The maximum number of Years of Credited Service taken into account under this Subsection (B) shall be specified in the Adoption Agreement.

(C) Overall Permitted Disparity Limit. For any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the benefit for each Participant under this Plan will be equal to the Base Benefit Percentage times the Participant's Average Annual Compensation. If this paragraph is applicable, this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is first applicable. In addition, if in any subsequent Plan Year this Plan no longer benefits any Participant who also benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is no longer applicable. For purposes of determining the Participant's overall permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(5) Offset Unit Credit. Subject to the overall permitted disparity limit below, each Participant will receive a benefit payable at Normal Retirement Age equal to the sum of (A) and (B):

(A) (I) The Gross Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation times each Year of Credited Service offset by the Offset Percentage specified in the Adoption Agreement times Final Average Compensation up to the Integration Level times each Year of Credited Service. The Offset Percentage for any Participant shall not exceed one-half of the Gross Benefit Percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Annual Compensation, and the denominator of which is the Participant's Final Average Compensation up to the Integration Level. The maximum number of Years of Credited Service taken into account under this paragraph will be specified in the Adoption Agreement.

(II) The number of Years of Credited Service taken into account under Subsection (A)(I) for any Participant may not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan under one or more qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer, other than years for which a Participant earned a Year of Credited Service under the benefit formula in Subsection (A)(I). For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative disparity limit is less than the period of years specified in Subsection (A)(I), then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in Subsection (A)(I), the Participant's benefit will be equal to the Gross Benefit Percentage, or, if the Participant's benefit after the latest fresh-start date is not accrued under the fractional accrual rule and the Plan is not a Section 412(i) Plan, 133-1/3 percent of the Gross Benefit Percentage reduced by the Offset Percentage if lesser, times Average Annual Compensation.

(B) The percentage specified in the Adoption Agreement times Average Annual Compensation for each Year of Credited Service after the number of Years of Credited Service taken into account in Subsection (A). If however, benefits after the latest fresh-start date are accrued under the fractional accrual rule or the Plan is a Section 412(i) Plan, then for each Year of Credited Service after the Years of Credited Service taken into account in Subsection (A), this percentage will be equal to the Gross Benefit Percentage. The maximum number of Years of Credited service taken into account under this Subsection (B) will be specified in the Adoption Agreement.

(C) Overall Permitted Disparity Limit: For any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the benefit for all Participants under this Plan will be equal to the Gross Benefit Percentage minus the Offset Percentage, times the Participant's total Average Annual Compensation. If this paragraph is applicable, this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is first applicable. In addition, if in any subsequent Plan Year this Plan no longer benefits any Participant who also benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph

is no longer applicable. For purposes of determining the Participant's overall permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(6) Excess Flat Benefit. Subject to the overall permitted disparity limit below, each Participant will receive a benefit payable at his Normal Retirement Date equal to the Base Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation up to the Integration Level plus a benefit equal to the Excess Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation in excess of the Integration Level.

If the Plan uses the fractional accrual rule or the Plan is a Section 412(i) Plan, for Participants who are projected to have earned less than the number of Years of Credited Service specified in the Adoption Agreement under this Plan as of the end of the Plan Year in which they attain Normal Retirement Age (or current age, if later), the Base Benefit percentage and the Excess Benefit Percentage will be reduced by multiplying them by a fraction, the numerator of which is the number of Years of Credited Service the Participant is projected to have earned under this Plan as of the end of the Plan Year in which the Participant attains Normal Retirement Age (or current age, if later), and the denominator of which is the number of Years of Credited Service specified in the Adoption Agreement. If the Plan does not use the fractional accrual rule and the Plan is not a Section 412(i) Plan, for Participants who have earned less than the number of Years of Credited Service specified in the Adoption Agreement under this Plan, the Base Benefit percentage and the Excess Benefit Percentage will be reduced by multiplying them by a fraction, the numerator of which is the Participant's Years of Credited Service, and the denominator of which is the number of Years of Credited Service specified in the Adoption Agreement.

Cumulative permitted disparity adjustment: If the number of the Participant's cumulative permitted disparity years exceeds 35, the Participant's benefit will be further adjusted as provided below. A Participant's cumulative disparity years consist of the sum of: (1) the total Years of Credited Service a Participant is projected to have earned under this Plan by the end of the Plan Year containing the Participant's Normal Retirement Age, and subsequent Years of Credited Service, if any, (the total not to exceed 35), and (2) the number of Years Credited to the Participant for purposes of the benefit formula or the accrual method under the Plan under one or more other qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer (other than years counted in (1)), and not including any years credited to the Participant under such other qualified plans or simplified employee pensions after the Participant has earned 35 Years of Credited Service under this Plan). For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

If this cumulative disparity adjustment is applicable, the Participant's benefit will be increased as follows:

(A) Subtract the Participant's Base Benefit Percentage from the Participant's Excess Benefit Percentage (after modification in accordance with the paragraphs preceding this cumulative disparity adjustment).

(B) Divide the result in (A) by the Participant's Years of Credited Service under the Plan projected to the later of Normal Retirement Age or current age, not to exceed 35 Years of Credited Service.

(C) Multiply the result in (B) by the number of years by which the Participant's cumulative disparity years exceed 35.

(D) Add the result in (D) to the Participant's Base Benefit percentage determined prior to this cumulative disparity adjustment.

Overall Permitted Disparity Limit. For any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the benefit for each Participant under this Plan will be equal to the Base Benefit Percentage times the Participant's Average Annual Compensation. For Participants who are projected to have earned less than 35 Years of Credited Service under this Plan as of the end of the Plan Year in which they attain Normal Retirement Age, (or current age, if later), the percentage in the preceding sentence will be

multiplied by a fraction (not more than one), the numerator of which is the number of the Participant's Years of Credited Service the Participant is projected to have earned under this Plan as of the end of the Plan Year in which the Participant attains Normal Retirement Age (or current age, if later), and the denominator of which is 35. If this paragraph is applicable, this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is first applicable. In addition, if in any subsequent Plan Year this Plan no longer benefits any Participant who also benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is no longer applicable. For purposes of determining the Participant's overall permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(7) **Offset Flat Benefit.** Subject to the overall permitted disparity limit below, each Participant will receive a benefit payable at Normal Retirement Age equal to the Gross Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation offset by the Offset Percentage specified in the Adoption Agreement times Final Average Compensation up to the Integration Level. The Offset Percentage for any Participant shall not exceed one-half of the Gross Benefit Percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Annual Compensation, and the denominator of which is the Participant's Final Average Compensation up to the Integration Level.

If the Plan uses the fractional accrual rule or the Plan is a Section 412(i) Plan, for Participants who are projected to have earned less than the number of Years of Credited Service specified in the Adoption Agreement under this Plan as of the end of the Plan Year in which they attain Normal Retirement Age (or the current age, if later), both the Gross Benefit Percentage and the Offset Percentage will be reduced by multiplying them by a fraction, the numerator of which is the number of Years of Credited Service the Participant is projected to have earned under this Plan as of the end of the Plan Year in which the Participant attains Normal Retirement age (or the current age, if later), and the denominator of which is the number of Years of Credited Service specified in the Adoption Agreement. If the Plan does not use the fractional accrual rule and the Plan is not a Section 412(i) Plan, for Participants who have earned less than the number of Years of Credited Service specified in the Adoption Agreement under this Plan, the Gross Benefit Percentage and the Offset Percentage will be reduced by multiplying them by a fraction, the numerator of which is the Participant's Years of Credited Service, and the denominator of which is the number of Years of Credited Service specified in the Adoption Agreement.

**Cumulative permitted disparity adjustment.** If the number of the Participant's cumulative permitted disparity years exceeds 35, the Offset Percentage will be further adjusted as provided below. A Participant's cumulative disparity years consist of the sum of: (1) the total Years of Credited Service a Participant is projected to have earned under this Plan by the end of the Plan Year containing the Participant's Normal Retirement Age and subsequent Years of Credited Service, if any, (the total not to exceed 35), and (2) the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan under one or more other qualified plans or simplified employee pensions maintained by the Employer (other than years counted in (1), and not including any years credited to the Participant under such other qualified plans or simplified employee pension after the Participant has earned 35 Years of Credited Service under this Plan). For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

If this cumulative disparity adjustment is applicable, the Offset percentage will be further adjusted as follows:

(A) Divide the Offset Percentage (after modification in accordance with the paragraphs preceding this cumulative disparity adjustment) by the Participant's Years of Credited Service under this Plan projected to the later of Normal Retirement Age or current age, not to exceed 35 Years of Credited Service.

(B) Multiply the result in (A) by the number of Years by which the Participant's cumulative disparity years exceed 35.

(C) Subtract the result in (B) from the Offset Percentage determined prior to this cumulative disparity adjustment.

Overall Permitted Disparity Limit. For any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the benefit for all Participants under this Plan will be equal to a percentage that is equal to the Gross Benefit Percentage minus the Offset Percentage, times the Participant's Average Annual Compensation. For Participants who are projected to have earned less than 35 Years of Credited Service under this Plan as of the end of the Plan Year in which they attain Normal Retirement Age, (or current age, if later), the percentage in the preceding sentence will be multiplied by a fraction (not more than one), the numerator of which is the number of the Participant's Years of Credited Service the Participant is projected to have earned under this Plan as of the end of the Plan Year in which the Participant attains Normal Retirement Age (or current age, if later), and the denominator of which is 35. If this paragraph is applicable, this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is first applicable. In addition, if in any subsequent Plan Year this Plan no longer benefits any Participant who also benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), this Plan will have a fresh-start date on the last day of the Plan Year preceding the Plan Year in which this paragraph is no longer applicable. For purposes of determining the Participant's overall permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(8) Fixed Dollar Amount per Year. Each Participant shall accrue a benefit payable at his Normal Retirement Date at the rate specified in the Adoption Agreement. The benefit calculated shall be subject to any limits specified in the Adoption Agreement. Notwithstanding any other provision hereof to the contrary, for purposes of this Section 4.01(a)(8) a Participant shall earn a unit of credited service for each full and partial Year of Credited Service.

(9) Flat Benefit Percentage. Each Participant will receive a benefit payable at his Normal Retirement Date equal to the percentage of Average Annual Compensation specified in the Adoption Agreement reduced pro rata for the Participant's Years of Credited Service less than the amount specified in the Adoption Agreement.

(10) Flat Benefit Amount. Each Participant will receive a benefit payable at his Normal Retirement Date equal to the dollar amount specified in the Adoption Agreement reduced pro rata for the Participant's Years of Credited Service less than the amount specified in the Adoption Agreement.

(11) PIA Offset Unit Credit. Each Participant will receive a benefit payable at his Normal Retirement Date equal to the Gross Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation times each Year of Credited Service offset by Offset Benefit Percentage specified in the Adoption Agreement of the Participant's Primary Insurance Amount times each Year of Credited Service. A Participant's Years of Credited Service in excess of the amount specified in the Adoption Agreement shall not be taken into account.

(12) PIA Offset Flat Benefit. Each Participant will receive a benefit payable at his Normal Retirement Date equal to the Flat Benefit Percentage specified in the Adoption Agreement times Average Annual Compensation offset by the Flat Offset Percentage specified in the Adoption Agreement of the Participant's Primary Insurance Amount (reduced pro rata for the Participant's Years of Credited Service less than the amount specified in the Adoption Agreement).

(b) Accrual Rule. A Participant's benefit shall accrue using the rule specified in the Adoption Agreement. The accrual rules specified in the Adoption Agreement shall have the following meanings:

(1) Three Percent Rule. A Participant's Accrued Benefit payable at Normal Retirement Date at any time shall equal 3 percent of the normal retirement benefit computed under Subsection (a), multiplied by the number of Years of Credited Service (not in excess of 33-1/3), including years after Normal Retirement Age. For purposes of determining accrued benefits, the normal retirement benefit is the benefit to which the Participant would be entitled if participation commenced at the earliest possible entry age for any individual who is or could be a participant under the Plan and if the Participant served continuously until the earlier of age 65 or the Normal Retirement Age under this Plan. The normal retirement benefit to which a Participant would be entitled shall be

determined as if the Participant continued to earn annually the average rate of Compensation earned during the applicable consecutive years of service for which such Participant's Compensation was the highest. The applicable consecutive years of service is the same period of service (but not to exceed 10 years) used in computing the normal retirement benefit.

(2) Fractional Rule. A Participant's Accrued Benefit payable at Normal Retirement Date at any time equals the product of the benefit computed under Subsection (a) multiplied by a fraction, the numerator of which is the number of Years of Credited Service at such time, and the denominator of which is the number of Years of Credited Service the Participant would have at the later of the year containing the Participant's Normal Retirement Age or the current year. However, if this Plan has had a fresh-start, and after the latest fresh-start date the fresh-start rule used under the Plan is the formula with wear-away, the amount in the preceding sentence will not be less than the Participant's Frozen Accrued Benefit within the meaning of Section 4.04. If this Plan has had a fresh-start, and after the latest fresh-start date, the fresh-start rule used under the Plan is the formula with extended wear-away, in determining the Participant's Accrued Benefit with respect to Years of Credited Service after the latest fresh-start date under the formula without wear-away, the numerator in the fraction above will be limited to the Participant's Years of Credited service after the latest fresh-start date.

For purposes of Subsection (b)(2), Years of Credited Service shall be subject to any modifications specified in the Adoption Agreement.

When determining the Accrued Benefit, the benefit determined under Subsection 4.01(a) is the annual benefit to which the Participant would be entitled if the Participant continues to earn annually until the later of the year containing the Participant's Normal Retirement Age or the current year, the Participant's current Average Annual Compensation. This rate of compensation is computed on the basis of Average Annual Compensation taken into account under the Plan (but not to exceed the ten years of service immediately preceding the determination).

(3) 412(i) Plan.

(A) Accrual Rule. Each Participant's Accrued Benefit as of any applicable date is the cash surrender value of the Participant's insurance contracts described in Subsection (B) below, or, if greater, the cash surrender value such insurance contracts would have had on such applicable date if (x) premiums payable for such Participant's years of participation for the current Plan Year and all prior Plan Years under such contracts had been paid before lapse, (y) no rights under such contracts had been subject to a security interest at any time, and (z) no policy loans were outstanding at any time.

(B) Insurance Contracts. This Plan is funded exclusively by the purchase of individual insurance contracts, except for any top-heavy side fund trust maintained for purposes of meeting the minimum benefit requirements of Article 11. Contracts shall be purchased to provide all benefits under the Plan. Benefits provided by the Plan are equal to the benefits provided under each contract at Normal Retirement Age under the Plan. All contracts shall provide the following:

(i) All contracts are guaranteed by an insurance carrier (licensed under the laws of a state to do business with the Plan) to the extent premiums have been paid.

(ii) All contracts shall provide for level annual premium payments to be paid for the period commencing with the date that each individual became a Participant in the Plan (or, in the case of an increase in benefits, commencing at the time such increase becomes effective) and extending to the Normal Retirement Age for each such individual.

(iii) The premium payments for a Participant who continues benefiting after Normal Retirement Age are equal to the amount necessary to fund additional benefits that accrued under the Plan's benefit formula for the Plan Year.

(iv) All benefits are funded through contracts of the same series which must have cash values based on the same terms (including interest and mortality assumptions) and the same conversion

rights. A Plan does not fail to satisfy this requirement, however, if any prospective change in the contract series or insurer applies on the same terms to all Participants in the Plan.

(iv) No rights under any contracts will be subject to a security interest at any time, and no policy loans, including loans to Participants will be made at any time.

(C) Years of Service. Unless otherwise specified in the Adoption Agreement, the formula in Subsection 4.01(a) shall not recognize years of service before an Employee commences participation in the Plan. Notwithstanding the foregoing if so specified in the Adoption Agreement, the Plan shall continue to recognize years of service prior to an Employee's participation in the Plan to the extent provided in the Plan on September 19, 1991. The preceding sentence does not apply with respect to an Employee who first becomes a Participant in the Plan after that date.

(D) Benefit Increases. The amount of retirement benefit provided by insurance or annuity contracts shall be provided or increased to the extent specified in the Adoption Agreement.

(c) Cost of Living Increases. If the Plan is not a 412(i) Plan, accruals under the current benefit formula will be increased by a cost-of living adjustment to the extent provided in the Adoption Agreement. If the Adoption Agreement specifies that the cost of living increase will be the "Social Security increase", accruals under the current benefit formula after the latest fresh-start date will be increased by the percentage adjustment to social security benefits for the year under section 215(i)(2)(A) of the Social Security Act. If the Adoption Agreement specifies that the cost of living increase will be the "Lesser of stated percentage or SS increase" the cost-of-living adjustment will be equal to the lesser of the percentage specified in the Adoption Agreement or the percentage adjustment to social security benefits for the year under section 215(i)(2)(A) of the Social Security Act. The cost-of-living adjustment applies to former Employees and will commence at the later of attainment of age 62 or commencement of benefits.

(d) Coverage Failures. If the Plan fails to meet the minimum coverage requirements of Code section 410(b)(1)(B) (the Plan does not benefit a percentage of Nonhighly Compensated Employees that is at least 70% of the percentage of Highly Compensated Employees who benefit under the Plan) or/and Code section 401(a)(26) (failure of the Plan on each day of the Plan Year to benefit at least the lesser of: (i) 50 employees of the employer, or (ii) the greater of: (I) 40 percent of all employees of the employer, or (II) 2 employees [or if there is only 1 employee, such employee]) for any Plan Year, then the list of Participants eligible to share in benefit accruals for such year shall be expanded pursuant to this Section 4.01(d) unless that Adoption Agreement provides otherwise. Any coverage failure caused by failure to meet the minimum coverage requirements of Code section 410(b)(1)(B) shall be corrected first.

(1) If this Section 4.01(d) applies, then the following additional Participants shall be eligible to share in such accruals:

(A) The list of Participants eligible to receive a benefit accrual for such Plan Year shall be expanded to include the minimum number of Participants who would not otherwise be eligible as are necessary to satisfy the minimum coverage requirements under Code section 410(b)(1)(B). The specific Participants who shall become eligible for such Plan Year pursuant to this Subsection (A) shall be those Participants who remain in the Company's employ on the last day of such Plan Year and who have completed the greatest amount of service (determined pursuant to Subsection (d)(3) below) during the Plan Year.

(B) If, after the application of Subsection (A) above, the minimum coverage requirements of Code section 410(b)(1)(B) are still not satisfied, then the list of Participants eligible to receive a benefit accrual for such Plan Year shall be further expanded to include the minimum number of Participants who do not remain in the Company's employ on the last day of the Plan Year as are necessary to satisfy such requirements. The specific Participants who shall become eligible to receive a benefit accrual for such Plan Year pursuant to this Subsection (B) shall be those Participants who had completed the greatest amount of service during the Plan Year (determined pursuant to Subsection (d)(3) below) before terminating their employment with the Employer.



(C) If, after the application of Subsections (A) and (B) above, the minimum coverage requirements of Code section 410(b)(1)(B) are still not satisfied, then the list of Participants eligible to receive a benefit accrual for such Plan Year shall be further expanded to include the minimum number of Employees who are not Eligible Employees who are not otherwise eligible to participate for the Plan Year as are necessary to satisfy such requirements. The specific Employees who shall become Participants eligible to receive a benefit accrual for such Plan Year pursuant to this Subsection (C) shall be those Employees who had completed the greatest amount of eligibility service (determined pursuant to Subsection (d)(3) below) determined for the period commencing on their Employment Commencement Date and ending as of the last day of the previous Plan Year.

(2) If this Section 4.01(d) applies, and the requirements of Code section 401(a)(26) are not met after application of Subsection (1) above, the process described in Subsection (1) shall be repeated substituting "401(a)(26)" for "410(b)(1)(B)".

(3) **Determination of Greatest Amount of Service.** For purposes of determining the greatest amount of service, Employees in each group specified in (1)(A)-(C) shall be ranked in order of the greatest number of hours of service for each determination period. The Employee with the greatest amount of service shall first be considered a Participant (in the event of Employees with the same number of Hours of Service, all shall be added). If after application of the foregoing, the Plan does still not meet the applicable requirements, the process shall be repeated at each next lower level of service until the applicable test is met.

#### Section 4.02      Offset

(a) **Floor Offset.** The vested portion of the Accrued Benefit that would otherwise be provided to a Participant under the Plan shall be reduced by the Actuarial Equivalent of all of the vested portion of the Participant's account balance attributable to employer contributions under the plan specified in the Adoption Agreement (plus the Actuarial Equivalent of all or part of any prior distributions from that portion of the account balance). In determining the Actuarial Equivalent of amounts provided under the plan specified in the Adoption Agreement, no mortality shall be assumed in determining the Actuarial Equivalent of any prior distributions from the defined contribution plan or for periods prior to the benefit commencement date under this Plan.

(b) **Pension Offset.** The monthly pension benefit that would otherwise be provided to a Participant under the Plan shall be reduced to the extent provided in the Adoption Agreement.

#### Section 4.03      MINIMUM AND MAXIMUM BENEFITS

(a) **Minimum Benefits.** A Participant's Accrued Benefit payable at his Normal Retirement Date shall not be less than the amount specified in the Adoption Agreement.

(b) **Maximum Benefits.** A Participant's Accrued Benefit payable at his Normal Retirement Date shall not be greater than the amount specified in the Adoption Agreement.

#### Section 4.04      FRESH START RULES

(a) **Method.** The Adoption Agreement shall specify the extent to which the Accrued Benefit of each Participant in a Fresh Start Group (defined below) will be adjusted. The fresh start rules specified in the Adoption Agreement shall have the following meanings

(1) **Formula with Wear-Away.** The Accrued Benefit shall be equal to the greater of:

(A) The Participant's Frozen Accrued Benefit as of the a Fresh Start Date, if any,

and

(B) The Participant's accrued benefit determined with respect to the current benefit formula as applied to the Participant's total Years of Credited Service under the Plan.

(2) Formula without Wear-Away. The Accrued Benefit shall be equal to the sum of:

- (A) The Participant's Frozen Accrued Benefit as of a Fresh Start Date, if any, and
- (B) The Participant's accrued benefit determined with respect to the current benefit formula as applied to the Participant's Years of Credited service beginning after the Fresh Start Date.

(3) Formula with Extended Wear-Away. The Accrued Benefit shall be equal to the greater of:

(A) Formula with Wear-Away. The Benefit determined under Subsection (a)(1);  
and

(B) Formula without Wear-Away. The Benefit determined under Subsection (a)(2)

(b) Definitions.

(1) Section 412(i) Plan. If the Plan is a 412(i) Plan, the words "Projected Benefit" and "Frozen Projected Benefit" will be substituted for "Accrued Benefit" and "Frozen Accrued Benefit" respectively, wherever they appear in this Section 4.04. The Projected Benefit is the Participant's normal (or late, if the Participant has previously attained Normal Retirement Age) retirement benefit determined on the basis of current Average Annual Compensation and all Years of Credited Service plus years of credited service projected through the later of the Plan Year in which the Participant attains Normal Retirement Age or the current Plan Year. A Participant's Frozen Projected Benefit is the greater of (i) and (ii), where (i) is equal to the Participant's projected benefit under the Plan on the latest Fresh Start Date (or the date the Participant had a Termination of Employment, if earlier) multiplied by a fraction, the numerator of which is the Participant's Years of Credited Service, and the denominator of which is the Participant's years of credited service projected through the later of the Plan Year in which the Participant attains Normal Retirement Age and the current Plan Year, and (ii) is equal to the amount that would be payable to the Participant at Normal Retirement Age (or current age, if later) under the insurance contract(s) assuming that the only premiums not paid under the contract(s) are those that are due for service after the latest Fresh Start Date.

(2) Fresh Start Group. The Fresh Start Group shall be comprised of all Participants specified in the Adoption Agreement who have accrued benefits as of the applicable Fresh Start Date and have at least one Hour of Service with the Employer after that date.

(3) Fresh Start Date. Fresh Start Date means (i) such date or dates specified in the Adoption Agreement, or (ii) the last day of a Plan Year preceding a Plan Year for which any amendment of the Plan that directly or indirectly affects the amount of a Participant's benefit determined under the current benefit formula is made effective. If this Plan has had a fresh-start for all Participants, and in a subsequent Plan Year is aggregated for purposes of Code section 401(a)(4) with another plan that did not make the same fresh-start, this Plan will have a fresh-start on the last day of the Plan Year preceding the Plan Year during which the plans are first aggregated.

(4) Frozen Accrued Benefit. A Participant's Frozen Accrued Benefit is the amount of the Participant's accrued benefit determined in accordance with the provisions of the Plan applicable in the year containing the latest Fresh Start Date, determined as if the Participant had a Termination of Employment with the Employer as of the latest Fresh Start Date, (or the date the Participant actually has a Termination of Employment with the Employer, if earlier), without regard to any amendment made to the Plan after that date other than amendments recognized as effective as of or before the date under Code section 401(b) or Treas. Reg. section 1.401(a)(4)-11(g). If the Participant has not had a fresh-start, the Participant's Frozen Accrued Benefit will be zero.

If, as of the Participant's latest Fresh Start Date, the amount of a Participant's Frozen Accrued Benefit was limited by the application of Code section 415, the Participant's Frozen Accrued Benefit will be increased for years after the latest Fresh Start Date to the extent permitted under Code section 415(d)(1). In addition, the Frozen Accrued Benefit of a Participant whose Frozen Accrued Benefit includes the top-heavy

minimum benefits provided in Article 11 of the Plan, will be increased to the extent necessary to comply with the average compensation requirement of Code section 416(c)(1)(D)(i).

If: (1) the Plan's normal form of benefit in effect on the Participant's latest Fresh Start Date is not the same as the normal form under the Plan after such Fresh Start Date and/or (2) the Normal Retirement Age for any Participant on that Date was greater than the Normal Retirement Age for that Participant under the Plan after such Fresh Start Date, the Frozen Accrued Benefit will be expressed as an actuarial equivalent benefit in the normal form under the Plan after the Participant's latest Fresh Start Date, commencing at the Participant's Normal Retirement Age under the Plan in effect after such latest Fresh Start Date.

If the Plan provides a new optional form of benefit with respect to a Participant's Frozen Accrued Benefit, such new optional form of benefit will be provided with respect to each Participant's entire Accrued Benefit (i.e., accrued both before and after the Fresh Start Date). In addition, if this Plan is a unit credit plan, with respect to Plan Years beginning after the latest Fresh Start Date, the current benefit formula will provide each Participant in the Fresh Start Group a benefit of not less than .5% of the Participant's Average Annual Compensation times the Participant's Years of Credited Service after the latest Fresh Start Date. If this is a flat benefit plan, then, with respect to Plan Years beginning after the Plan's latest Fresh Start Date, the current benefit formula will provide each Participant a benefit of not less than 25% of the Participant's Average Annual Compensation. If a Participant will have less than 50 Years of Credited Service after the latest Fresh Start Date through the year the Participant attains Normal Retirement Age (or current age, if later), then such minimum percentage will be reduced by multiplying it by the following ratio:

Participant's Years of Credited Service after the latest Fresh Start Date

50

(c) Adjustment to Frozen Accrued Benefit - Other than Section 401(a)(17) Participant. The provisions of this Subsection (c) shall apply if the Adoption Agreement provides that the Frozen Accrued Benefit of a Participant other than Section 401(a)(17) Participant will be adjusted. The Frozen Accrued Benefit of each Participant in the Fresh Start Group determined as of the latest Fresh Start Date under the Plan shall be adjusted if, as of that date, the Plan contained a benefit formula under which the Participant's Accrued Benefit could be determined with reference to Compensation earned by the Participant in years beginning after the Latest Fresh Start Date occurring before the first Plan Year beginning on or after January 1, 1994.

(1) The adjustment factors specified in the Adoption Agreement shall have the following meanings:

(A) Old Compensation fraction. The Frozen Accrued Benefit will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's compensation for the current Plan Year, using the same definition and compensation formula used in determining the Participant's Frozen Accrued Benefit, and the denominator of which is the Participant's compensation as of the Fresh Start Date, determined in the same manner as the numerator.

(B) New Compensation fraction. The Frozen Accrued Benefit will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's Average Annual Compensation for the current Plan Year, and the denominator is the Participant's Average Annual Compensation as of the Fresh Start Date, determined in the same manner as the numerator.

(C) Reconstructed Compensation fraction. The Frozen Accrued Benefit will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's Average Annual Compensation for the current Plan Year, and the denominator of which is the Participant's reconstructed average annual compensation as of the Fresh Start Date. A Participant's "reconstructed average annual compensation" will be equal to the Participant's Average Annual Compensation for the date specified in the Adoption Agreement multiplied by a fraction, the numerator of which is the Participant's compensation for the Plan Year ending on the latest Fresh Start Date determined using the same compensation definition and compensation formula used to determine the Participant's Frozen Accrued Benefit, and the denominator of which is the Participant's Compensation for the selected year, determined in the same manner as the numerator.

(D) Substitute current Compensation in old formula. The Frozen Accrued Benefit will be determined by substituting the Participant's Compensation for the current Plan Year determined under the same compensation formula and underlying definition of compensation used to determine the Frozen Accrued Benefit of each Participant in the Fresh Start Group.

(2) If a Fresh Start Group fails to satisfy the minimum coverage requirements of Code section 410(b) for any Plan Year, the provisions of this Subsection (c) will not apply for that year or any subsequent year. A Fresh Start Group is deemed to satisfy the minimum coverage requirements of Code section 410(b) for any Plan Year if any one of the following requirements is satisfied:

(A) the Fresh Start Group satisfied the minimum coverage requirements of Code section 410(b) for the first five Plan Years beginning after the Fresh Start Date;

(B) the Fresh Start Group satisfied the ratio percentage test of Treas. Reg. section 1.410(b)-2(b)(2) as of the Fresh Start Date;

(C) the Fresh Start Group consists of an acquired group of employees that satisfied the minimum coverage requirements of Code section 410(b) (determined without regard to any of the special rules pertaining to certain dispositions or acquisitions provided in Code section 410(b)(6)(C)) as of the Fresh Start Date; or

(D) the Fresh Start Date with respect to the Fresh Start Group occurs before the first day of the First Plan Year beginning on or after January 1, 1994.

(3) Minimum Benefit - Social Security.

(A) Excess Plan. If this Plan was a defined benefit excess plan as of the latest Fresh Start Date, the Frozen Accrued Benefit of each Participant in the Fresh Start Group will be increased, to the extent necessary, if any, so that the base benefit percentage, determined with reference to all of the Participant's Years of Credited Service as of the latest Fresh Start Date, is not less than 50 percent of the excess benefit percentage as of the latest Fresh Start Date, determined with reference to all of the Participant's Years of Credited Service as of the latest Fresh Start Date. For this purpose, a defined benefit excess plan is a defined benefit plan under which the rate at which employer-provided benefits are determined with respect to Average Annual Compensation above the Integration Level under the Plan is greater than the rate at which employer-provided benefits are determined with respect to Average Annual Compensation at or below the Integration level.

(B) PIA Offset Plan. If this Plan was a PIA offset plan as of the latest Fresh Start Date, the offset applied to determine the Frozen Accrued Benefit of each Participant in the Fresh Start Group will be decreased, to the extent necessary, if any, so that it does not exceed 50 percent of the benefit determined without applying the offset, taking into account all the Participant's Years of Credited Service as of the latest Fresh Start Date. For this purpose, a PIA offset plan is a plan that applies the plan's benefit rates uniformly regardless of a Participant's compensation, but that reduces a Participant's benefit by a stated percentage of the Participant's primary insurance amount under the Social Security Act.

(C) Other Plan. In the case of a plan other than a plan described in Subsections (A) and (B) above, the Frozen Accrued Benefit of each Participant in the Fresh Start Group will be increased, to the extent necessary, if any, in a manner that is economically equivalent to the adjustment required under Subsections (A) and (B).

(d) Adjustment to Frozen Accrued Benefit - Section 401(a)(17) Participant. The provisions of this Subsection (d) shall apply if the Adoption Agreement provides that the Frozen Accrued Benefit of each Section 401(a)(17) Participant (within the meaning of Treas. Reg. section 401(a)(17)-1(e)(2)(i)) in the applicable Fresh Start Group will be adjusted.

(1) Section 401(a)(17) Participants who are OBRA '93 Section 401(a)(17) Participants only:

(A) Determine the Frozen Accrued Benefit of each OBRA '93 Section 401(a)(17) Participant as of the date specified in the Adoption Agreement.

(B) Adjust the amount in Subsection (A) above by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the average compensation of the OBRA '93 Section 401(a)(17) Employee determined for the current year (as limited by Code section 401(a)(17)), using the same definition and compensation formula in effect as of the date specified in the Adoption Agreement. The denominator of the fraction is the Participant's average compensation for the date specified in the Adoption Agreement, using the definition and compensation formula in effect as of such date.

(C) OBRA '93 Section 401(a)(17) Participant. An OBRA '93 Section 401(a)(17) Participant means a Participant whose accrued benefit as of a date on or after the first day of the first Plan Year beginning after the date specified in the Adoption Agreement, is based on compensation for a year beginning prior to the first day of the first Plan Year beginning after the date specified in the Adoption Agreement, that exceeded \$150,000.

(2) Section 401(a)(17) Participants who are both TRA '86 Section 401(a)(17) Participants and OBRA '93 Section 401(a)(17) Participants:

(A) Determine each TRA '86 Section 401(a)(17) Participant's Frozen Accrued Benefit as of the date specified in the Adoption Agreement.

(B) Adjust the amount in Subsection (A) up through the date specified in the Adoption Agreement, by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation determined for the current year (as limited by Code section 401(a)(17)), using the same definition and compensation formula in effect as of the date specified in the Adoption Agreement. The denominator of the fraction is the Participant's average compensation for the date specified in the Adoption Agreement, using the definition and compensation formula in effect as of such date.

(C) Determine the TRA '86 Section 401(a)(17) Participant's Frozen Accrued Benefit as of the date specified in the Adoption Agreement.

(D) Subtract the amount determined in Subsection (B) from the amount determined in Subsection (C).

(E) Adjust the amount in Subsection (D) by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation determined for the current year (as limited by Code section 401(a)(17)), using the same definition and compensation formula in effect as of the date specified in the Adoption Agreement. The denominator of the fraction is the Participant's average compensation for the date specified in the Adoption Agreement, using the definition and compensation formula in effect as of such date.

(F) Adjust the amount in Subsection (A) by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation for the current year (as limited by Code section 401(a)(17)), using the same definition of compensation and compensation formula in effect as the date specified in the Adoption Agreement. The denominator of the fraction is the Participant's average compensation for the date specified in the Adoption Agreement, using the definition and compensation formula in effect as of such date.

(G) Add the amounts determined in Subsection (E), and the greater of Subsection (F) or (B).

(H) TRA '86 Section 401(a)(17) Participant. A TRA '86 Section 401(a)(17) Participant means a Participant whose accrued benefit as of a date on or after the first day of the first Plan Year

beginning after the date specified in the Adoption Agreement, is based on compensation for a year beginning prior to the TRA '86 statutory effective date that exceeded \$200,000.

Section 4.05      PRE-ERISA ACCRUALS

For Plan Years beginning before Code section 411 is applicable hereto, the Participant's Accrued Benefit shall be the greater of that provided by the Plan, or 1/2 of the benefit which would have accrued had the provisions of this Article 4 been in effect. In the event the Accrued Benefit as of the effective date of Code section 411 is less than that provided by this Article 4 such difference shall be accrued in accordance with this Article 4.

Section 4.06      MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code section 414(u).

Section 4.07      MANDATORY EMPLOYEE CONTRIBUTIONS

(a) If the Adoption Agreement provides that an Eligible Employee must contribute a percentage of his or her compensation each year as a condition of participation in this Plan, the employee-purchased benefit shall be computed as follows:

(1) Step One. Determine the total amount of contributions made by a Participant as a condition of participation in the Plan and, where applicable, the prior plan;

(2) Step Two. Add to the amount in Subsection (a) interest, if any, required by the terms of the prior plan to be paid on such contributions up to the ERISA compliance date;

(3) Step Three. Add to the sum of the amounts determined in Subsections (a) and (b) interest compounded annually at the rate of 5% from the ERISA compliance date or the date the Participant began participation in the Plan, whichever is later, to the end of the last Plan Year beginning before January 1, 1988 or the Participant's Normal Retirement Age whichever is earlier.

(4) Step Four. Add to the sum of the amounts determined in Subsections (a) through (c) interest compounded annually:

(A) at the rate of 120 percent of the Federal mid-term rate (as in effect under Code section 1274 for the first month of the Plan Year) from the beginning of the first Plan Year beginning after December 31, 1987, and ending with the date on which the determination is being made, and

(B) at the interest rate which would be used under the Plan under Code section 417(e)(3) (as of the determination date) for the period beginning with the determination date and ending on the date on which the Employee attains Normal Retirement Age.

(5) Step Five. The amount in Subsection (d) will be converted into the normal form of benefit using the interest rate that would be used under the Plan under Code section 417(e)(3).

(b) The Employer-provided accrued benefit in all years shall equal the excess, if any, of the accrued benefit over the employee-provided accrued benefit. A Participant shall be 100% vested in his or her employee-provided accrued benefit.

(c) With respect to benefits accrued during Plan Years beginning after the mandatory contribution conversion date specified in the Adoption Agreement, each Participant's benefit under this Plan shall not be less than the sum of (a) the accrued benefit calculated in accordance with Subsection (a) above with respect to contributions made by a Participant during Plan Years beginning after such date, and (b) 50% of the total benefit accrued in Plan Years beginning after such date.

(d) Where the terms of the Plan, or prior plan, at any time required that an Employee make contributions to it in order to be a Participant, and the Plan or prior plan has been amended so as to no longer require such contributions, the Participant's employee-provided accrued benefit and employer-provided accrued benefit shall be determined as if the Plan required contributions of the employee as a condition of participation at the time of termination of employment. This Subsection, however, shall not apply to the extent the contributions the Participant has made to the plan (or prior plan) have been refunded to him or her.

Section 4.08      EMPLOYEE CONTRIBUTIONS

In addition to the foregoing a Participant's Accrued Benefit shall be increased to the extent of the Actuarial Equivalent of any employee contribution to the extent provided in any previous version of the Plan.

ARTICLE 5  
LIMITATIONS ON BENEFITS

Section 5.01      MAXIMUM ANNUAL BENEFIT

(a) This Section applies regardless of whether any Participant is or has ever been a participant in another defined benefit plan maintained by the Employer. If any Participant is or has ever been a participant in another defined benefit plan, Section 5.02 is also applicable to that Participant's benefits.

(b) The Annual Benefit otherwise payable to a Participant at any time will not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit must be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit as provided in the Adoption Agreement.

Section 5.02      MULTIPLE PLANS

This Section applies to the extent provided in Section 5.01. If a Participant is, or has ever been, a participant in more than one defined benefit plan maintained by the Employer, the sum of the Participant's annual benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all defined benefit plans ever maintained by the Employer (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the benefits in the Plan specified in the Adoption Agreement shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

Section 5.03      DEFINITIONS

The following definitions shall apply for purposes of this Article:

(a) **Annual Benefit.** Annual Benefit means a benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit must be adjusted to an actuarially equivalent straight life annuity before applying the limitations of this Article. Effective for limitation years beginning on or after January 1, 1995, where a Participant's benefit must be adjusted to an actuarially equivalent straight life annuity, the actuarially equivalent straight life annuity is equal to the greater of the annuity benefit computed using the interest rate and the mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent, and the annuity benefit computed using a 5 percent interest rate assumption and the applicable mortality table specified in Subsection (b) of the definition of Actuarial Equivalent. In determining the actuarially equivalent straight life annuity for a benefit form other than (1) a nondecreasing annuity payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (i) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (ii) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code section 401(a)(11)), the applicable interest rate, as defined in Subsection (b) of the definition of Actuarial Equivalent, will be substituted for "a 5 percent interest rate assumption" in the preceding sentence. However, where an Employer provides an RPA '94 Old-Law Benefit, such actuarially equivalent straight life annuity is determined in accordance with Section 5.05. No actuarial adjustment to the benefit is required for (i) the value of a qualified joint and survivor annuity, (ii) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), and (iii) the value of post-retirement cost-of-living increases made in accordance with Code section 415(d) and Treas. Reg. section 1.415-3(c)(2)(iii). The Annual Benefit does not include any benefits attributable to employee contributions or rollover contributions, or the assets transferred from a qualified plan that was not maintained by the employer.

(b) **Defined Benefit Compensation Limitation.** Defined Benefit Compensation Limitation means 100 percent of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity. In



the case of a Participant who has separated from service, the Defined Benefit Compensation Limitation applicable to the Participant will be automatically adjusted by multiplying such limitation by the cost-of-living adjustment factor prescribed by the Secretary of the Treasury under Code section 415(d) in such manner as the Secretary shall prescribe. The adjusted compensation limit will apply to Limitation Years ending with or within the calendar year of the date of the adjustment.

(c) **Defined Benefit Dollar Limitation.** Defined Benefit Dollar Limitation means \$90,000, automatically adjusted, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. The new limitation will apply to Limitation Years ending with or within the calendar year of the date of the adjustment.

(d) **High Three-Year Average Compensation.** High Three-Year Average Compensation means the average Testing Compensation for the three consecutive years of service with the Employer that produces the highest average. A year of service with the Employer is the 12-consecutive month period specified in the Adoption Agreement.

(e) **Maximum Permissible Benefit.** Maximum Permissible Benefit means the lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).

(1) **Less than 10 Years Service.** If the Participant has less than 10 Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction (i) the numerator of which is the number of Years (or part thereof) of Participation, and (ii) the denominator of which is 10. In the case of a Participant who has less than ten years service with the Employer, the Defined Benefit Compensation Limitation shall be multiplied by a fraction (i) the numerator of which is the number of years (or part thereof) of service with the Employer, and (ii) the denominator of which is 10.

(2) **Early Commencement after Age 62.** If the Annual Benefit of the Participant commences before the Participant's Social Security Retirement Age, but on or after age 62, the Defined Benefit Dollar Limitation (as reduced in Subsection (1) above, if necessary) shall be determined as follows:

(A) If a Participant's Social Security Retirement Age is 65, for benefits commencing on or after age 62, the Defined Benefit Dollar Limitation is reduced by 5/9 of one percent for each month by which benefits commence before the month in which the Participant attains age 65.

(B) If a Participant's Social Security Retirement Age is greater than 65, for benefits commencing on or after age 62, the Defined Benefit Dollar Limitation is reduced by 5/9 of one percent for each of the first 36 months and 5/12 of one percent for each of the additional months (up to 24 months) by which benefits commence before the month of the Participant's Social Security Retirement Age.

(3) **Early Commencement before Age 62.** If the benefit of a Participant commences prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity that is the actuarial equivalent of the Defined Benefit Dollar Limitation for age 62, as determined above, reduced for each month by which benefits commence before the month in which the Participant attains age 62. Effective for Limitation Years beginning on or after January 1, 1995, the Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of the actuarial equivalent of the Defined Benefit Dollar Limitation for age 62 computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent, and the actuarial equivalent of the Defined Benefit Dollar Limitation for age 62 computed using a 5 percent interest rate and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent. Any decrease in the Defined Benefit Dollar Limitation determined in accordance with this Subsection (3) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(4) **Commencement after Social Security Retirement Age.** If the benefit of a Participant commences after the Participant's Social Security Retirement Age, the Defined Benefit Dollar Limitation applicable

to the Participant at the later age is the annual benefit payable in the form of a straight life annuity commencing at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant (adjusted under (1) above, if necessary) at the Participant's Social Security Retirement Age. Effective for Limitation Years beginning on or after January 1, 1995, the actuarial equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age is determined as the lesser of the actuarial equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent, and the actuarial equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age computed using a 5 percent interest rate assumption and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent. For these purposes, mortality between a participant's Social Security Retirement Age and the age at which benefits commence must be ignored.

(5) Minimum Benefit. Notwithstanding anything else in this Subsection to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(A) the retirement benefits payable for a Plan Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (regardless of whether terminated) ever maintained by the Employer do not exceed \$1,000 multiplied by the Participant's number of years of service or parts thereof (not to exceed 10) with the Employer; and

(B) the Employer has not at any time maintained a defined contribution plan, a welfare benefit fund under which amounts attributable to post-retirement medical benefits are allocated to separate accounts of Key Employees, or an individual medical account in which the Participant participated (for these purposes, employee contributions, whether voluntary or involuntary, under a defined benefit plan are not treated as a separate defined contribution plan).

(f) Projected Annual Benefit. Projected Annual Benefit means the Annual Benefit as defined in Subsection (b), to which the Participant would be entitled under the terms of the Plan assuming:

(1) the Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later), and

(2) the Participant's Testing 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.

(g) Testing Compensation. Testing Compensation shall include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 132(f), 402(e)(3), 402(h), or 403(b). For Limitation Years beginning after December 31, 1991, Testing Compensation for a Limitation Year is the compensation actually paid or made available during such Limitation Year.

(h) Year of Participation. The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) The Participant is credited with at least the number of Hours of Service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event will more than one Year of Participation be credited for any 12-month period.

Section 5.04      TRA 86 BENEFIT

(a)      Minimum Benefit. In the case of an individual who was a Participant in one or more defined benefit plans of the Employer as of the first day of the first Limitation Year beginning after December 31, 1986, the application of the limitations of this Article shall not cause the Maximum Permissible Benefit for such individual under all such defined benefit plans to be less than the individual's TRA '86 Accrued Benefit. The preceding sentence applies only if such defined benefit plans met the requirements of Code section 415 for all Limitation Years beginning before January 1, 1987.

(b)      TRA '86 Accrued Benefit. A Participant's TRA '86 Accrued Benefit is such Participant's accrued benefit under the Plan, determined as if the Participant had separated from service as of the close of the last Limitation Year beginning before January 1, 1987, when expressed as an Annual Benefit within the meaning of Code section 415(b)(2). In determining the amount of a Participant's TRA '86 Accrued Benefit, the following shall be disregarded:

- (1)      any change in the terms and conditions of the plan after May 5, 1986; and
- (2)      any cost-of-living adjustments occurring after May 5, 1986.

Section 5.05      RPA OLD LAW BENEFIT

(a)      Minimum Benefit. In the case of an individual who was a Participant in one or more defined benefit plans of the Employer as of the first day of the first Limitation Year beginning after December 31, 1994, the application of the limitations of this Article shall not cause the Maximum Permissible Benefit for such individuals designated in the Adoption Agreement under all such defined benefit plans to be less than the individual's RPA '94 Old-Law Benefit. The preceding sentence applies only if such defined benefit plans met the requirements of Code section 415 on December 7, 1994.

(b)      RPA '94 Old-Law Benefit. The RPA '94 Old-Law Benefit is a Participant's accrued benefit under the terms of the Plan as of the RPA '94 Freeze Date, for the Annuity Starting Date and optional form and taking into account the limitations of Code section 415, as in effect on December 7, 1994, including the participation requirements under Code section 415(b)(5). In determining the amount of a Participant's RPA '94 Old-Law Benefit, the following shall be disregarded:

- (1)      any Plan amendment increasing benefits adopted after the RPA '94 Freeze Date; and
- (2)      any cost-of-living adjustments that become effective under Code section 415(d) after the RPA '94 Freeze Date.

(c)      RPA '94 Freeze Date. The RPA '94 Freeze Date is the date specified in the prior plan document that specified the Company's elections regarding the RPA '94 Old-Law Benefit.

ARTICLE 6  
VESTING

Section 6.01      PENSION BENEFITS

The Participant's interest in his Accrued Benefit shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

For purposes of the Adoption Agreement, "3-7 Year Graded", "2-6 Year Graded", "1-5 Year Graded", "1-4 Year Graded", "5 Year Cliff", "3 Year Cliff" and "2 Year Cliff" shall be determined in accordance with the following schedules:

Years of Vesting Service	Vesting Percentage
"3-7 Year Graded":	
Less than Three Years	0%
Three Years but less than Four Years	20%
Four Years but less than Five Years	40%
Five Years but less than Six Years	60%
Six Years but less than Seven Years	80%
Seven or More Years	100%
"2-6 Year Graded":	
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%
"1-5 Year Graded":	
Less than One Year	0%
One Year but less than Two Years	20%
Two Years but less than Three Years	40%
Three Years but less than Four Years	60%
Four Years but less than Five Years	80%
Five or More Years	100%
"1-4 Year Graded":	
Less than One Year	0%
One Year but less than Two Years	25%
Two Years but less than Three Years	50%
Three Years but less than Four Years	75%
Four or More Years	100%
"5 Year Cliff":	
Less than Five Years	0%
Five or More Years	100%

"3 Year Cliff":

Less than Three Years	0%
Three or More Years	100%

"2 Year Cliff":

Less than Two Years	0%
Two or More Years	100%

Notwithstanding the foregoing, a Participant will become fully (100%) vested upon his attainment of Normal Retirement Age or his attainment of Early Retirement Age (if the Adoption Agreement provides an Early Retirement benefit) while an Employee. In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon (i) his death while an Employee, or (ii) his suffering a Disability while an Employee.

Section 6.02      OTHER CONTRIBUTIONS AND SEGREGATED ACCOUNT

(a)      Employee Contributions. Notwithstanding the foregoing, a Participant's Accrued Benefit derived from Mandatory Employee Contributions shall be nonforfeitable at all times. If a Participant has a nonforfeitable right to at least 50 percent of his/her employer-provided Accrued Benefit, then no forfeitures will occur solely as a result of a Participant's withdrawal of employee contributions. Regardless of a Participant's nonforfeitable percentage, a withdrawal of employee contributions will not result in a forfeiture of the minimum benefit, if any, provided under Article 11.

(b)      Segregated Account. A Participant shall have a fully vested and nonforfeitable interest in his Segregated Account.

Section 6.03      FORFEITURES

(a)      Participants Receiving a Distribution. A Participant who receives a distribution of the value of the entire vested portion of his Accrued Benefit shall forfeit nonvested portion of such Accrued Benefit. For purposes of this Section, if the value of a Participant's vested Accrued Benefit is zero, the Participant shall be deemed to have received a distribution of such vested Accrued Benefit.

(b)      Participants Not Receiving a Distribution. This Subsection (b) shall only apply if the Adoption Agreement indicates that the Plan is a 412(i) Plan. The nonvested portion of the Accrued Benefit of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Accrued Benefit shall be forfeited after the date he incurs five consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method).

(c)      Reemployment.

(1)      Before Five One-Year Breaks in Service. If a Participant receives or is deemed to receive a distribution pursuant to this Section and the Participant resumes employment covered under this Plan, the Participant's Employer-derived Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefit) will be restored to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of Code section 411(c)(2)(C), before the earlier of 5 years after the first date on which the Participant is subsequently reemployed by the Employer, or the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) following the date of the distribution. If the Participant is deemed to receive a distribution pursuant to this Section, and the Participant resumes employment covered under this Plan before the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method), upon the reemployment of such Participant, the Employer-derived Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefit) of the Participant will be restored to the amount on the date of such deemed distribution.

(2) After Five One-Year Breaks in Service. This Subsection (c)(2) shall only apply if the Adoption Agreement indicates that the Plan is a 412(i) Plan. If a Participant resumes employment as an Eligible Employee after forfeiting the nonvested portion of his Accrued Benefit after 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) and is not fully vested upon reemployment, the Participant's Accrued Benefit attributable to his pre-break service shall be kept separate from that portion of his Accrued Benefit attributable to his post-break service until such time as his post-break Accrued Benefit becomes fully vested.

(d) Disposition of Forfeitures. Forfeitures resulting from the foregoing shall not be used to increase benefits.

ARTICLE 7  
DISTRIBUTIONS

Section 7.01      COMMENCEMENT OF DISTRIBUTIONS

(a)      Normal Retirement. Except as provided in Section 7.13, a Participant who has a Termination of Employment shall begin receiving his Accrued Benefit hereunder as of his Normal Retirement Date. The normal retirement benefit of each Participant shall not be less than the largest periodic benefit that would have been payable to the Participant upon separation from service at or prior to Normal Retirement Age under the Plan exclusive of social security supplements, premiums on disability or term insurance, and the value of disability benefits not in excess of the normal retirement benefit. For purposes of comparing periodic benefits in the same form, commencing prior to and at Normal Retirement Age, the greater benefit is determined by converting the benefit payable prior to Normal Retirement Age into the same form of annuity benefit payable at Normal Retirement Age and comparing the amount of such annuity payments. In the case of a top-heavy plan, the normal retirement benefit shall not be smaller than the minimum benefit to which the participant is entitled under Article 11. The normal forms of benefit specified in the Adoption Agreement shall have the following meanings:

(1)      Single Life Annuity. The annual amount calculated pursuant to Article 4 (as limited by Article 5) divided by twelve (12) and shall be paid monthly in the form of a single life annuity payable during the life of the Participant.

(2)      Single Life Annuity with Term Certain. The annual amount calculated pursuant to Article 4 (as limited by Article 5) divided by twelve (12) and shall be paid monthly in the form of a single life annuity payable during the life of the Participant with the number of years specified in the Adoption Agreement guaranteed.

(3)      Qualified Joint and Survivor Annuity. The annual amount calculated pursuant to Article 4 (as limited by Article 5) divided by twelve (12) and shall be paid monthly in the form of a Qualified Joint and Survivor Annuity.

(b)      Disability Retirement. A Participant who becomes Disabled while an Employee shall be entitled to disability benefits hereunder as of the Participant's Disability Retirement Date to the extent provided in the Adoption Agreement. The amount of the monthly Disability benefit shall specified in the Adoption Agreement. A Participant's disability benefit shall not reduce his benefit payable at his Normal Retirement Date unless otherwise provided in the Adoption Agreement.

(1)      Determination of Disability. Disability shall be determined by the Plan Administrator, which may consult with a medical examiner who shall have the right to make such physical examinations and other investigations as may be reasonably required to determine Disability. The Plan Administrator may direct that any person eligible for disability benefits hereunder shall be reexamined without expense to him from time to time prior to the date specified in Subsection (2), but not more than twice in any Plan Year, to determine whether his Disability continues to exist.

(2)      Cessation. A Disabled Participant shall cease to be such and disability payments (or benefit accruals) shall cease if and when:

- (A)      he ceases to suffer from a Disability;
  - (B)      he attains Normal Retirement Age; or
  - (C)      he refuses to submit to reexamination in accordance with Subsection (1) above;
- or
- (D)      he dies.

(c) Early Retirement. To the extent specified in the Adoption Agreement, if a Participant has a Termination of Employment before his Normal Retirement Date he shall be entitled to receive his Accrued Benefit hereunder as of the first day of any calendar month on or after the later of his Early Retirement Date or his Termination of Employment. The Early Retirement Benefit shall be payable in the form specified in Subsections 7.02(a) or 7.02(b). The amount of the monthly Early Retirement Benefit shall be specified in the Adoption Agreement.

(d) Death. Benefits commencing as a result of the death of the Participant before his Annuity Starting Date shall be paid pursuant to Section 7.02(c).

(e) Other Termination of Employment. Benefits commencing as a result a Participant's Termination of Employment for any reason other than the foregoing shall be paid pursuant to Section 7.02(e).

(f) Permitted Disparity - Early Commencement. This Subsection (f) shall only apply to the Participant's accruals for years for which the Plan provides for the disparity permitted under Code section 401(l) and the Plan is not Section 412(i) Plan. If benefits commence to a Participant at a time other than his Normal Retirement Date, the Participant's accrued benefit as adjusted for early commencement shall no be greater than the accrued benefit at Normal Retirement Date multiplied by a fraction, the numerator of which is the annual factor that corresponds to the age at which benefits commence to the Participant in the Plan's normal form of benefit, and the denominator of which is the annual factor that corresponds to the Normal Retirement Date under the Plan in the normal form of benefit. If benefits commence to the Participant in a form other than the normal form of benefit, the product in the preceding paragraph will be Actuarial Equivalent of the factor that applies to the normal form of benefit. The annual factor is the factor derived from the applicable Table III and/or IV as specified in the Disparity Addendum to the Basic Plan Document.

(1) Benefits beginning on or after age 55 and on or before age 70. If benefit payments commence in a month other than the month in which the Participant attains the age specified in the foregoing table, the annual factor will be determined by straight line interpolation in the applicable table above.

(2) Benefits beginning before age 55. If benefit payments begin before the first day of the month in which the Participant attains age 55, the annual factor will be the actuarial equivalent of the annual factor contained in the applicable table above for a benefit commencing in the month in which the Participant attains age 55.

(3) Benefits beginning after age 70. If benefit payments begin after the first day of the month in which the Participant attains age 70, the annual factor will be the actuarial equivalent of the annual factor contained in the applicable table above for a benefit commencing in the month in which the Participant attains age 70.

(4) A disability benefit, other than a qualified disability benefit, commencing before a Participant's Normal Retirement Date will be treated as a benefit subject to the limitations of this Subsection (f). A disability benefit is a qualified disability benefit only if the benefit: (i) is payable under the plan solely on account of a Participant's disability, as determined by the Social Security Administration, (ii) terminates no later than the Participant's Normal Retirement Date, (iii) is not in excess of the amount of the benefit that would be payable if the Participant had separated from service at Normal Retirement Age, and (iv) upon attainment of early or normal retirement age, the Participant receives a benefit that satisfies the accrual and vesting rules of Code section 411 (and the Income Tax Regulations thereunder) without taking into account the disability benefits made up to that age.

#### Section 7.02      FORM OF BENEFIT

(a) Early and Normal Retirement - Standard. Unless an optional form of benefit is selected pursuant to a qualified election pursuant to Section 7.04, a married Participant's vested accrued benefit will be paid on his Early or Normal Retirement in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's vested accrued benefit will be paid in the normal form. The Participant may elect to have such annuity commence upon attainment of the earliest retirement age under the Plan.



(b) Early and Normal Retirement Optional Forms. In addition to the standard form described in Subsection (a), a Participant may elect pursuant to Section 7.04 to receive his Early or Normal Retirement benefit in one of the following forms to the extent permitted in the Adoption Agreement. Such forms shall be the Actuarial Equivalent of the normal form. The optional forms of benefit specified in the Adoption Agreement shall have the following meanings:

(1) Single Life Annuity. An income payable monthly for the lifetime of the Participant with the last payment being made as of the first day of the month in which the Participant's death occurs.

(2) Lump Sum Distribution. A single sum payment of the present value of the Participant's vested Accrued Benefit; subject to any conditions and or limitations specified in the Adoption Agreement.

(3) Joint and Survivor Annuity. An income payable monthly to the Participant for his lifetime with 50%, 75% or 100% of such monthly benefit to be paid to the Participant's Beneficiary for such Beneficiary's lifetime after the Participant's death. The Participant must elect the percentage of the survivor annuity and the Beneficiary before benefits commence.

(4) Life Annuity with 60 Month Term Certain. An income payable monthly for the lifetime of the Participant with the last payment to be made as of the first day of the month in which the Participant's death occurs; provided, if the Participant should die before receiving 60 monthly payments, the balance of such 60 monthly payments shall be paid to such Beneficiary as the Participant may designate by filing a proper written form with the Plan Administrator.

(5) Life Annuity with 120 Month Term Certain. An income payable monthly for the lifetime of the Participant with the last payment to be made as of the first day of the month in which the Participant's death occurs; provided, if the Participant should die before receiving 120 monthly payments, the balance of such 120 monthly payments shall be paid to such Beneficiary as the Participant may designate by filing a proper written form with the Plan Administrator.

(6) Life Annuity with 180 Month Term Certain. An income payable monthly for the lifetime of the Participant with the last payment to be made as of the first day of the month in which the Participant's death occurs; provided, if the Participant should die before receiving 180 monthly payments, the balance of such 180 monthly payments shall be paid to such Beneficiary as the Participant may designate by filing a proper written form with the Plan Administrator.

(7) Life Annuity with 240 Month Term Certain. An income payable monthly for the lifetime of the Participant with the last payment to be made as of the first day of the month in which the Participant's death occurs; provided, if the Participant should die before receiving 240 monthly payments, the balance of such 240 monthly payments shall be paid to such Beneficiary as the Participant may designate by filing a proper written form with the Plan Administrator.

(8) Social Security Level Income. If benefits commence before the Participant attains Age 62, an income payable monthly for the lifetime of the Participant with the last payment to be made as of the first day of the month in which the Participant's death occurs, plus a temporary monthly annuity payable only until the earlier of Age 65 or the first day of the month in which the Participant's death occurs. The amount of the monthly payments of the temporary annuity shall be the Participant's estimated monthly social security benefits commencing at Age 65.

(c) Death. The Beneficiary of a Participant who dies after his Annuity Starting Date shall be entitled to the death benefits, if any, available under the form of benefit selected by the Participant. Upon the death of a married Participant before his Annuity Starting Date, the Participant's surviving spouse, if any, will receive a Qualified Preretirement Survivor Annuity. To the extent permitted in the Adoption Agreement, the Participant's surviving spouse may elect another form of benefit (and the Participant may designate another beneficiary) provided that such alternative benefit/beneficiary is selected pursuant to a qualified election pursuant to Section 7.04 and in the case of a married Participant, the value of such benefit is not be less than the actuarial equivalent of the Qualified Preretirement Survivor Annuity.

(1) The death benefits specified in the Adoption Agreement shall have the following meanings:

(A) Qualified Preretirement Survivor Annuity. The Participant's surviving spouse, if any, will receive a Qualified Preretirement Survivor Annuity.

(B) Accrued Benefit. The Participant's Beneficiary specified in the Adoption Agreement will be eligible to receive a benefit equal to the Actuarial Equivalent of the Participant's vested Accrued Benefit determined as of the Participant's death reduced for early commencement, if necessary.

(C) Percentage of Accrued Benefit. The Participant's Beneficiary specified in the Adoption Agreement will be eligible to receive a benefit equal to the percentage of the Actuarial Equivalent of the Participant's vested Accrued Benefit specified in the Adoption Agreement determined as of the Participant's death reduced for early commencement, if necessary.

(D) Multiple of Monthly Benefit. The Participant's Beneficiary specified in the Adoption Agreement will be eligible to receive a benefit that is the Actuarial Equivalent of an immediate lump sum equal to the multiple specified in the Adoption Agreement of the estimated monthly amount of the of the vested Accrued Benefit. The estimated Accrued Benefit (as limited by Articles 5 and 6) shall be determined as of the Participant's death pursuant to Article 4 without reduction for early commencement.

(2) Procedures. The Plan Administrator may establish procedures regarding the payment of death benefits, which may include the evidence required to demonstrate proof of death.

(3) Optional Forms. In addition to the benefits described in Subsection (1), the Participant's beneficiary may, to the extent permitted in the Adoption Agreement, elect pursuant to Section 7.04 to receive the death benefit in one of the forms specified in the Adoption Agreement. Such forms shall be the Actuarial Equivalent of the form described in Subsection (1). The optional forms of death benefits specified in the Adoption Agreement shall have the same meanings as set forth in Section 7.02(b).

(4) Beneficiary Designation Right. Except as provided in Section 7.04 and to the extent the form of benefit so provides, each Participant, and if applicable Beneficiary, shall have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon such individual's death to the extent provided in the Adoption Agreement. All Beneficiary designations shall be in writing in a form satisfactory to the Plan Administrator and shall only be effective when filed with the Plan Administrator during the Participant's lifetime (or if the Participant has died, during the lifetime of the Beneficiary of such Participant who desires to designate a further Beneficiary). Except as provided in Section 7.04, each Participant (or Beneficiary) shall be entitled to change his Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator. In the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse if then surviving, and if not, to his children in equal shares and if none, to the executor or administrator of his estate

(5) Segregated Account - Life Insurance. Notwithstanding the foregoing, a Participant's Beneficiary shall be entitled to a distribution of: (i) the value of the Segregated Account; and (ii) life insurance proceeds as specified in the Adoption Agreement; subject to any applicable consent requirements.

(d) Disability. If a Participant becomes entitled to receive benefit payments as a result of Disability, the benefit shall be payable the form of equal monthly payments for period described in the Adoption Agreement.

(e) Other Termination of Employment. If a Participant has a Termination of Employment for any reason other than the foregoing he shall not be eligible for any benefits other than those specified above unless otherwise specified in the Adoption Agreement. Such benefit shall be payable at the time(s) and in the form and manner specified in the Adoption Agreement.

(f) Rounding. All benefit calculations shall be rounded to the extent specified in the Adoption Agreement.

(g) Form of Payment. All benefits shall be payable in the form of cash except as expressly provided in the Adoption Agreement.

Section 7.03 CASH-OUT OF SMALL BENEFITS

(a) Vested Accrued Benefit Does Not Exceed \$5,000. Notwithstanding the foregoing, if the present value of the Participant's vested Accrued Benefit derived from employer and employee contributions does not exceed \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury regulations), such vested Account shall be paid in a lump sum.

(b) Vested Accrued Benefit Exceeds \$5,000. If the value of a Participant's vested Accrued Benefit exceeds \$5,000, and the Accrued Benefit is immediately distributable, the Participant and the Participant's spouse (or where either the participant or the spouse has died, the survivor) must consent to any distribution of such Accrued Benefit. The consent shall be obtained in writing within the 90-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant of the right to defer any distribution until the Participant's Required Beginning Date. Such notification shall 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, and shall be provided no less than 30 days and no more than 90 days prior to the Annuity Starting Date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code sections 401(a)(11) and 417 do not apply, the Plan Administrator clearly informs the Participant that he 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 the Participant, after receiving the notice, affirmatively elects a distribution. Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Accrued Benefit is immediately distributable. In the event a Participant's vested Accrued Benefit becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Accrued Benefit of such Participant shall be paid in the form of a Qualified Joint and Survivor Annuity if the Participant is married and in the normal form if the Participant is not married.

(c) For purposes of this Section 7.03, the Participant's vested Accrued Benefit shall not include amounts attributable to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B).

(d) Required Distributions. Consent of the Participant or his spouse shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9) or 415.

Section 7.04 JOINT AND SURVIVOR ANNUITIES

(a) Application. This Section shall only apply if the Participant's vested Accrued Benefit exceeds \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time of distribution. The vested Accrued Benefit is the value of the Participant's vested accrued benefit derived from employer and employee contributions (including rollovers). For the purposes of this Section 7.04, the benefit payable to the surviving spouse shall be attributable to employee contribution in the same proportion as the total accrued benefit derived from employee contributions is to the accrued benefit of the Participant.

(b) Qualified Joint and Survivor Annuity. Unless otherwise elected pursuant to Subsection (d) below, a married Participant's vested Accrued Benefit, to the extent provided in Subsection (a) above, will be paid to him in the form of a Qualified Joint and Survivor Annuity.

The Plan Administrator shall no less than 30 days and no more than 90 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor

Annuity form of benefit; (iii) the rights of a Participant's spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

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 written explanation described in the preceding paragraph provided: (i) 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) to a form of distribution other than a Qualified Joint and Survivor Annuity; (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (iii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

(c) Qualified Preretirement Survivor Annuity. Unless otherwise elected pursuant to Subsection (d) below within the applicable election period, if a Participant dies before the Annuity Starting Date then the Participant's vested Accrued Benefit, to the extent provided in Subsection (a) above, shall be paid in the form of an Qualified Preretirement Survivor Annuity. The applicable election period shall be the period which 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 prior to the first day of the Plan Year in which he attains age 35 is attained, the election period shall begin on the date of separation. A Participant who has not yet attained age 35 may waive the annuity specified in this Subsection (c); provided, that (i) the Participant receives a written explanation pursuant to the following paragraph, (ii) such election is not effective as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Subsection. Notwithstanding anything in this Section to the contrary, the surviving spouse may elect, in writing, to have the Accrued Benefit be distributed pursuant any other optional form of benefit.

The Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the annuity described in this Subsection (c) in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection (b) applicable to a Qualified Joint and Survivor Annuity. The applicable period for a Participant is whichever of the following periods ends last: (i) 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; (ii) a reasonable period ending after the individual becomes a Participant; or (iii) within a reasonable period ending after Termination of Employment 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 (ii) and (iii) is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. If a Participant who separates from service before the Plan Year in which he attains age 35 thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

(d) Elections. Any waiver of the annuities described in Subsections (b) and (c) above shall not be effective unless: (i) the Participant's spouse consents in writing to the election; (ii) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (iii) the spouse's consent acknowledges the effect of the election; and (iv) 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 shall not be effective unless the election designates a form of benefit payment which 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 (within the meaning of Code section 417) or that the spouse cannot be located, a waiver will be deemed a qualified election. Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall 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 shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Subsections (b) and (c).

(e) Required Distributions. Consent of the Participant or his spouse shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9) or 415.

Section 7.05      RESTRICTIONS ON DEFERRAL

(a) Retirement. Benefit payments under the Plan will begin not later than the 60th day after the latest of the close of the Plan Year in which:

- (1) the Participant attains Normal Retirement Age;
- (2) occurs the 10th anniversary of the year in which his participation commenced; or
- (3) the Participant has a Termination of Employment.

Notwithstanding the foregoing, the failure of a Participant and spouse to consent to a distribution while a benefit is immediately distributable, within the meaning of Section 7.04 of the Plan, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Subsection.

(b) Required Minimum Distributions. Notwithstanding any other Plan provision to the contrary, all distributions that may be made to a Participant or Beneficiary shall be paid no less rapidly than required in accordance with the final regulations under Code section 401(a)(9). The entire interest of a Participant must be distributed or begin to be distributed no later than the Required Beginning Date. Benefits shall commence in the form of a Qualified Joint and Survivor Annuity to a married Participant who fails to elect a form of benefit as of the Required Beginning Date. Benefits shall commence in the normal form described in Section 7.01(a) to an unmarried Participant who fails to elect a form of benefit as of the Required Beginning Date.

As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof):

- (1) the life of the Participant,
- (2) the life of the Participant and a Beneficiary,
- (3) a period certain not extending beyond the life expectancy of the Participant, or
- (4) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a Beneficiary.

The life expectancy (or joint and last survivor expectancy) is calculated using the attained age of the Participant (or Beneficiary) as of the Participant's (or Beneficiary's) birthday in the applicable calendar year reduced by one for each calendar year which has elapsed since the date life expectancy was first calculated. Life expectancy and joint and last survivor expectancy are computed by use of the expected return multiples in Tables V and VI of section 1.72-9 of the Income Tax Regulations. Unless otherwise elected by the Participant (or, if applicable, spouse) by the time distributions are required to begin, life expectancies shall be recalculated annually. Such election shall be irrevocable as to the Participant (or spouse) and shall apply to all subsequent years. The life expectancy of a nonspouse Beneficiary may not be recalculated. If life expectancy is being recalculated, the applicable life expectancy shall be the life expectancy as so recalculated. The applicable calendar year shall be the first distribution calendar year, and if life expectancy is being recalculated such succeeding calendar year.

The amount to be distributed each year, beginning with distributions for the first distribution calendar year shall not be less than the quotient obtained by dividing the Participant's benefit by the lesser of (1) the applicable life expectancy or (2) if the Participant's spouse is not the designated Beneficiary, the applicable divisor determined

from the table set forth in Q&A-4 of section 1.401(a)(9)-2 of the proposed regulations. Distributions after the death of the Participant shall be distributed using the applicable life expectancy as the relevant divisor without regard to Proposed Regulations section 1.401(a)(9)-2. The minimum distribution required for the Participant's first distribution calendar year must be made on or before the Participant's Required Beginning Date. The minimum distribution for other calendar years, including the minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, must be made on or before December 31 of that distribution calendar year. If the Participant's benefit is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code section 401(a)(9) of the Code and the proposed regulations thereunder. However, the foregoing provisions shall not restrict the payment of benefits pursuant to a Participant's designation under Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982.

(c) Distributions After Death.

(1) If the Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

(2) If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (A) or (B) below:

(A) if any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died;

(B) if the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with (A) above shall not be earlier than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died and (2) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

If the Participant has not made an election pursuant to this Subsection (2) by the time of his or her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this section, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) For purposes of Subsection (2) above, if the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of Subsection (2), with the exception of paragraph (B) therein, shall be applied as if the surviving spouse were the Participant.

(4) For purposes of this Subsection (c), any amount paid to a child of the Participant will be treated as if it had been paid to the surviving spouse if the amount becomes payable to the surviving spouse when the child reaches the age of majority.

(5) For the purposes of this Subsection (c), distribution of a Participant's interest is considered to begin on the Participant's required beginning date (or, if Subsection (3) above is applicable, the date distribution is required to begin to the surviving spouse pursuant to Subsection (2) above). If distribution in the form of an annuity described in Subsection (d) below irrevocably commences to the Participant before the required beginning date, the date distribution is considered to begin is the date distribution actually commences.

(d) Annuities. If the Participant's interest is to be paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(1) the annuity distributions must be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period must be over a life (or lives) or over a period certain not longer than a life expectancy (or joint life and last survivor expectancy) described in Code sections 401(a)(9)(A)(ii) or 401(a)(9)(B)(iii), whichever is applicable;

(3) the life expectancy (or joint life and last survivor expectancy) for purposes of determining the period certain shall be determined without recalculation of life expectancy;

(4) once payments have begun over a period certain, the period certain may not be lengthened even if the period certain is shorter than the maximum permitted;

(5) payments must either be nonincreasing or increase only as follows:

(A) with any percentage increase in a specified and generally recognized cost-of-living index;

(B) to the extent of the reduction to the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Subsection (3) above dies and the payments continue otherwise in accordance with that section over the life of the Participant;

(C) to provide cash refunds of employee contributions upon the Participant's death;

or

(D) because of an increase in benefits under the Plan.

(6) If the annuity is a life annuity (or a life annuity with a period certain not exceeding 20 years), the amount which must be distributed on or before the Participant's Required Beginning Date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Subsection (c) above) shall be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

If the annuity is a period certain annuity without a life contingency (or is a life annuity with a period certain exceeding 20 years) periodic payments for each distribution calendar year shall be combined and treated as an annual amount. The amount which must be distributed by the Participant's Required Beginning Date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Subsection (c) above) is the annual amount for the first distribution calendar year. The annual amount for other distribution calendar years, including the annual amount for the calendar year in which the Participant's Required Beginning Date (or the date distributions are required to begin pursuant to Subsection (c) above) occurs, must be distributed on or before December 31 of the calendar year for which the distribution is required.

Annuities purchased after December 31, 1988, are subject to the following additional conditions:

(A) Unless the Participant's spouse is the designated Beneficiary, if the Participant's interest is being distributed in the form of a period certain annuity without a life contingency, the period certain as of the beginning of the first distribution calendar year may not exceed the applicable period determined using the table set forth in Q&A A-5 of section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

(B) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the

Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A A-6 of section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

(e) **Additional Benefits.** If the form of distribution is an annuity made in accordance with Section 7.05, any additional benefits accruing to the Participant after his or her Required Beginning Date shall be distributed as a separate and identifiable component of the annuity beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) **Individual Account.** Any part of the Participant's interest which is in the form of an individual account shall be distributed in a manner satisfying the requirements of Code section 401(a)(9) and the proposed regulations thereunder.

(g) **Actuarial increase.** Except with respect to all Participants in a governmental or church plan, or a More Than 5% Owner in other plans, a Participant's Accrued Benefit is actuarially increased to take into account the period after age 70-1/2 in which the Participant does not receive any benefits under the Plan. The actuarial increase begins on the April 1 following the calendar year in which the Participant attains age 70-1/2 (January 1, 1997 in the case of a Participant who attained age 70-1/2 prior to 1996), and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code section 401(a)(9).

The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than the Actuarial Equivalent of the Participant's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the Actuarial Equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code section 411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under Code section 401(a)(9)(C) must be provided even during the period during which a Participant is in section 203(a)(3)(B) service.

For purposes of Code section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of Normal Retirement Age. Accordingly, to the extent permitted under Code section 411(b)(1)(H), the actuarial increase required under Code section 401(a)(9)(c)(iii) may reduce the benefit accrual otherwise required under Code section 411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

#### Section 7.06      CHANGE IN ELECTION

A Participant may not make an election to change the form of payment after the Annuity Starting Date.

#### Section 7.07      ANNUITY CONTRACTS

The Plan Administrator may satisfy any liability to a Participant by distributing an annuity contract to such Participant. The terms of such annuity contract shall comply with the provisions of this Plan and the annuity contract shall be nontransferable. Any refunds or credits in excess of plan benefits (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) will be paid to the Trust. In the event of any conflict between the terms of this Plan and the terms of any insurance contract issued hereunder the Plan provisions shall control.

#### Section 7.08      PRE-TERMINATION RESTRICTIONS

(a) **Limitations on Benefits.** In the event of Plan termination, benefits distributed to any of the 25 most highly compensated active and highly compensated former employees with the greatest compensation in the current or any prior year are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the employee under a straight life annuity that is the actuarial equivalent of the sum of the employee's Accrued Benefit, the employee's other benefits under the Plan (other than a social security supplement, within the meaning of Treas. Reg. section 1.411(a)-7(c)(4)(ii)), and the amount the employee is entitled to receive under a social security supplement. For purposes of this Section, benefit includes loans in excess



of the amount set forth in Code section 72(p)(2)(A), any periodic income, any withdrawal values payable to a living employee, and any death benefits not provided for by insurance on the employee's life.

(b) Exception. The preceding paragraph shall not apply if: (i) after payment of the benefit to an employee described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code section 412(1)(7), (ii) the value of the benefits for an employee described above is less than 1% of the value of current liabilities before distribution, or (iii) the value of the benefits payable under the Plan to an employee described above does not exceed \$5,000.

(c) Exception - Secured Repayment. An employee's otherwise restricted benefit may be distributed in full to the affected employee if prior to receipt of the restricted amount, the employee enters into a written agreement with the Plan Administrator to secure repayment to the Plan of the restricted amount. The restricted amount is the excess of the amounts distributed to the employee (accumulated with reasonable interest) over the amounts that could have been distributed to the employee under the straight life annuity described in Subsection (a) (accumulated with reasonable interest). The employee may secure repayment of the restricted amount upon distribution by (i) entering into an agreement for promptly depositing in escrow with an acceptable depository property having a fair market value equal to at least 125 percent of the restricted amount; (ii) providing a bank letter of credit in an amount equal to at least 100 percent of the restricted amount; or (iii) posting a bond equal to at least 100 percent of the restricted amount.

(1) Escrow. The escrow arrangement may provide that an employee may withdraw amounts in excess of 125 percent of the restricted amount. If the market value of the property in an escrow account falls below 110 percent of the remaining restricted amount, the employee must deposit additional property to bring the value of the property held by the depository up to 125 percent of the restricted amount. The escrow arrangement may provide that employee may have the right to receive any income from the property placed in escrow, subject to the employee's obligation to deposit additional property, as set forth in the preceding sentence.

(2) Bond. If the employee elects to post bond, the bond will be furnished by an insurance company, bonding company or other surety for federal bonds.

(3) Release. A surety or bank may release any liability on a bond or letter of credit in excess of 100 percent of the restricted amount. If the Plan Administrator certifies to the depository, surety or bank that the employee (or the employee's estate) is no longer obligated to repay any restricted amount, a depository may redeliver to the employee any property held under an escrow agreement, and a surety or bank may release any liability on an employee's bond or letter of credit.

#### Section 7.09     DIRECT ROLLOVERS

(a) General Rule. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$200 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); the portion of any other distribution(s) that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution to the extent it is derived from elective deferrals; and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

(2) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) **Distributee.** A distributee includes a Participant or former Participant. In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the spouse or former spouse.

(4) **Direct Rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

#### Section 7.10     MINOR, LEGALLY INCOMPETENT OR MISSING PAYEE

(a) **Minor or Incompetent.** If a distribution is to be made an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to a minor and there is no legal guardian, payment may be made to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Trustee, Plan Administrator, Trust Fund, and the Employer from further liability on account thereof.

(b) **Missing Payee.** If all or any portion of the distribution payable to a Participant or Beneficiary shall remain unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after sending a registered letter, return receipt requested, to the last known address of such Participant or Beneficiary, the amount so distributable shall be forfeited and used to reduce the cost of the Plan. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit, such benefit shall be reinstated without any Actuarial Adjustment.

#### Section 7.11     OFFSET

In the event any payment is made by the Trustee to any individual who is not entitled to such payment the Trustee shall have the right to reduce future payments due to such individual by the amount of any such erroneous payment. This right of offset, however, shall not limit the rights of the Trustee to recover such overpayments in any other manner.

#### Section 7.12     PENSION APPLICATION - RETROACTIVE ANNUITIES

Any provision herein to the contrary notwithstanding, no pension payments shall be made under this Plan until after the prescribed pension application is completed and filed with the Plan Administrator. If permitted in the Adoption Agreement, the Plan may provide for a retroactive Annuity Starting Date (within the meaning of Treas. Reg. section 1.417(e)-1(b)(3)(iv)(B)) subject to any conditions or limitations specified in the Adoption Agreement. A retroactive Annuity Starting Date and any condition or limitation thereon shall comply with Treas. Reg. sections 1.417(e)-1(b)(3)(iii)-(vii) which are incorporated herein by reference.

#### Section 7.13     SUSPENSION - REHIRES

(a) **Suspension.** If specified in the Adoption Agreement, retirement benefits shall be suspended for each calendar month during which the Participant completes at least 40 Hours of Service with the Employer in section 203(a)(3)(B) service. Consequently, the amount of benefits which are paid later than Normal Retirement Age will be computed as if the Participant had been receiving benefits since normal Retirement Age.

(b) **Resumption of payment.** If benefit payments have been suspended payments shall resume no later than the earlier of the first day of the third calendar month after the calendar month in which the Participant ceases

to be employed in section 203(a)(3)(B) service. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of section 203(a)(3)(B) service and the resumption of payments.

(c) Notification. No payment shall be withheld by the Plan pursuant to this Section unless the Plan notifies the Participant by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notifications shall contain a description of the specific reasons why benefit payments are being suspended, a description of the plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in section 2530.203-3 of the Code of Federal Regulations. In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits. Requests for such reviews may be considered in accordance with the claims procedure adopted by the Plan pursuant to section 503 of ERISA and applicable regulations.

(d) Amount suspended.

(1) Life annuity. In the case of benefits payable periodically on a monthly basis for as long as a life (or lives) continues, such as a straight life annuity or a Qualified Joint and Survivor Annuity, an amount equal to the portion of a monthly benefit payment derived from employer contributions.

(2) Other benefit forms. In the case of a benefit payable in a form other than the form described in Subsection (1) above, an amount of the employer-provided portion of benefit payments for a calendar month in which the Participant is employed in section 203(a)(3)(B) service, equal to the lesser of:

(A) The amount of benefits which would have been payable to the Participant if he had been receiving monthly benefits under the Plan since actual retirement based on a straight life annuity commencing at actual retirement age; or

(B) The actual amount paid or scheduled to be paid to the Participant for such month. Payments which are scheduled to be paid less frequently than monthly may be converted to monthly payments for purposes of the above sentence.

(e) The Plan shall deduct from benefit payments to be made by the Plan payments previously made by the Plan during those calendar months or pay periods in which the Participant was employed in section 203(a)(3)(B) service, provided that such deduction or offset does not exceed in any one month 25 percent of that month's total benefit payment which would have been due but for the offset.

(f) This section does not apply to the minimum benefit to which the Participant is entitled under the top-heavy rules of Article 11.

#### Section 7.14     SEGREGATED ACCOUNT

(a) Segregated Account. The Plan Administrator shall establish a Segregated Account on behalf of every Participant who has segregated funds in the Plan as result of the application of this Section. Such Segregated Account shall be an account maintained pursuant to Code section 414(k). The Segregated Account shall share in the investment gains and losses of the Trust Fund; provided however, that if the Plan Administrator permits Participants to elect to direct the investment of Participant's Segregated Accounts, each Participant's Segregated Account shall be segregated from other assets of the Trust Fund and the Segregated Account shall only be charged with the investment gains and losses and expenses of the separate assets of the Segregated Account. A Participant's spouse shall be the Beneficiary of any amount in the Segregated Accounts unless another Beneficiary is designated pursuant to procedures described in Section 7.04(d) of the Plan.

(b) Other Employee Contributions and Rollovers.

(1) Other Employee Contributions. To the extent the Plan previously permitted voluntary contributions and or qualified voluntary employee contributions, such voluntary contributions and or qualified

voluntary employee contributions that are not taken into account in determining the Participant's Accrued Benefit shall be separately accounted for in the Segregated Account.

(2) Rollovers. To the extent provided in the Adoption Agreement, the Plan may accept Rollover Contributions made in a form acceptable by the Trustee on behalf of the Eligible Employees specified in the Adoption Agreement; but only if the contribution qualifies as a tax-free rollover as defined in Code section 402 as determined in accordance with procedures established by the Plan Administrator. If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee. The rollover contribution shall be separately accounted for in the Segregated Account.

(c) Lump Sum Distributions. To the extent provided in the Adoption Agreement, a Participant who receives a lump sum distribution greater than the amount specified in Section 7.03 shall be entitled to have such distribution placed in the Segregated Account. A Participant who has established a Segregated Account pursuant to this Subsection (c) may elect to transfer to the Segregated Account any subsequent lump sum distribution (regardless of amount) from the Plan attributable to benefits accrued after the initial transfer or any subsequent transfer.

(d) Defined Contribution Account Conversion. A Segregated Account shall be maintained to the extent the Plan was converted from a defined contribution plan and such prior account is not used to provide additional retirement benefits.

(e) Allocation of Expenses. The Plan Administrator may allocate all, none or any portion of the Plan's expenses to Segregated Accounts. When allocating expenses among Segregated Accounts, the Plan Administrator may allocate such expenses using any reasonable method that does not violate Title I of ERISA and does not discriminate in favor of Nonhighly Compensated Employees within the meaning of applicable provisions of Code section 401(a)(4). Such methods may include, but not be limited to: (i) allocating expenses only to current or former employees (or among any other classification(s) of employees), (ii) allocating expenses directly to individual employees, (iii) allocating expenses using the per capita or pro rata method, and (iv) any combination of the foregoing.

ARTICLE 8  
LOANS

Section 8.01      INSERVICE

(a)      At Any Time. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Segregated Account at any time; provided, that such withdrawals do not contravene applicable law.

(b)      Frequency and Amount of Withdrawals. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals; provided, that no procedures involving minimum amounts shall prescribe a minimum withdrawal greater than \$1,000.

(c)      Form of Withdrawals. All distributions of amounts withdrawn pursuant to this Section shall be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Such distributions shall be paid in cash.

(d)      Active Employment. Only Employees shall be eligible to receive inservice distributions pursuant to this Section.

(e)      Voluntary Contributions. Withdrawals of voluntary contributions, if any, shall first be paid out of contributions accumulated prior to January 1, 1987 until such accumulated contributions have been exhausted.

Section 8.02      LOANS

(a)      Eligible Participants. To the extent provided in the Adoption Agreement and if the Plan is not a 412(i) plan, a Participant who is an Employee may apply for a loan from the Plan. The Adoption Agreement may provide for additional conditions and or limitations. Loans shall only be granted pursuant to the terms of this Section to persons who the Plan Administrator determines have the ability to repay the loan. Loans shall not be made available to Participants who are or were Highly Compensated Employees in an amount greater than the amount available to other Participants. Loans shall be made available to all Participants on a nondiscriminatory and reasonably equivalent basis.

(b)      Maximum Loan Amount. No loan to any Participant 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)      one-half the present value of the nonforfeitable accrued benefit of the Participant or, if greater and so provided in the Adoption Agreement the total nonforfeitable accrued benefit up to \$10,000; provided that the Participant provides added security for the loan.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated. However, if the Participant is an affected Employee under the pre-termination restrictions in Section 7.08 of the Plan, the total of all the affected Employee's outstanding loans will not exceed the amount that such affected Employee would be entitled to under the pre-termination restrictions.

(c)      Loan Term and Amortization. Any loan shall 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. If so provided in the Adoption Agreement, a loan term may extend beyond five years if the 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.

(d) Minimum Loan Amount - Maximum Number of Loans. The Adoption Agreement shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.

(e) Interest Rate. Interest shall be charged at a rate to be fixed by the Plan Administrator and, in determining the interest rate, the Plan Administrator shall take into consideration interest rates currently being charged on similar commercial loans by persons in the business of lending money.

(f) Security. All loans shall be secured by no more than one-half of the vested portion of the Participant's Accrued Benefit (determined immediately after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered Trust Fund investments and shall be segregated for purposes of Article 9 hereof unless otherwise provided in the Adoption Agreement.

(g) Repayment. Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).

(h) Loan Fees. Fees properly chargeable in connection with a loan may be charged, in accordance with a uniform and nondiscriminatory policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.

(i) Default. In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.

(j) Loans to Self-Employed Persons. 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 5% of the outstanding stock of the corporation. An owner-employee means, if the Employer is a sole proprietorship, an individual who is the sole proprietor, or, if the Employer is a partnership, a partner owning more than ten percent (10%) of either the capital or profits interest of the partnership.

(k) Loan Procedures. The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans under this Article 8.

(l) Spousal Consent. A Participant must obtain the consent of his or her spouse, if any, to use the Accrued Benefit as security for the loan. Spousal consent shall 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, must acknowledge the effect of the loan, and must be witnessed by a plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Accrued Benefit is used for renegotiation, extension, renewal, or other revision of the loan. If a valid spousal consent has been obtained in accordance with this Subsection, then, notwithstanding any other provision of this Plan, the portion of the Participant's vested Accrued Benefit used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Accrued Benefit payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than 100% of the Participant's vested Accrued Benefit (determined without regard to the preceding sentence) is payable to the surviving spouse, then the Accrued Benefit shall be adjusted by first reducing the vested Accrued Benefit by the amount of the security used as repayment of the loan, and then determining the benefit payable to the surviving spouse.

ARTICLE 9  
CONTRIBUTIONS, INVESTMENT AND VALUATION OF TRUST FUND

Section 9.01      CONTRIBUTIONS

The Company shall, in accordance with the provisions of any law applicable to the Plan, contribute to the Trust Fund in such amounts as shall be necessary to provide the benefits set forth herein and to maintain this Plan on an actuarially sound basis. Subject to the provisions of Section 9.03, all contributions made by the Company to the Trust Fund shall be irrevocable and shall be used solely for the exclusive benefit of Participants and their Beneficiaries and to defray reasonable expenses of the Plan or Trust Fund. Forfeitures arising because of death or Termination of Employment before a Participant becomes eligible for a benefit from the Plan or arising for any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to Participants. The Company shall retain an enrolled actuary on behalf of the Plan who shall certify to the Company the required contribution for the Plan Year.

Section 9.02      MULTIPLE EMPLOYER PLAN

If the Employees of more than one employer within the meaning of Code section 413(c) are covered under the Plan, the provisions of such section shall apply to the Plan.

Section 9.03      INSURANCE CONTRACTS

(a)      Application. This Section applies if the Plan is a Section 412(i) plan or if the Plan is a nontrusteed plan funded only with insurance contracts.

(b)      Requirements. No contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Company (or Trustee, if any) and the insurer provides that:

(1)      No value under contracts providing benefits under the Plan or credits (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 providing Plan benefits for the exclusive benefit of Participants or their Beneficiaries;

(2)      Any contribution made by the Company because of a mistake of fact must be returned to the Company within one year of the contribution;

(3)      Any credits on account of dividends, earnings or other experience rating credits, or surrender or cancellation credits with respect to contracts under the Plan shall be applied by the insurer toward each premium next due for contracts under the Plan before any further contributions made by the Company are so applied by the insurer, and not later than the due date for such premiums;

(4)      Any credits on account of dividends, earnings or other experience rating credits, or surrender or cancellation credits in excess of Plan benefits with respect to contracts distributed to provide Plan benefits, will be applied as provided in Subsection (3);

(5)      If upon the cessation of benefit accruals or upon Plan termination and all benefits provided under the Plan with respect to service before cessation of accruals or termination have been purchased, any credits on account of dividends, earnings or other experience rating credits, or surrender or cancellation credits with respect to contracts under the Plan will revert to the Company; and,

(6)      Where credits are applied by the insurer before Company contributions are made that are sufficient in addition to the credits to pay each premium next due, such credits will be applied proportionately toward each premium next due so that the same percentage of each premium next due is paid.

Section 9.04      INVESTMENT OF ASSETS

All existing assets of the Trust Fund and all future contributions shall be invested in accordance with the terms of this Article 9. All assets of the Trust Fund may be commingled for investment purposes with the assets of any retirement plan which is maintained by the Company and which qualifies under Code section 401(a) and may be held as a single fund under one or more trust instruments; provided that the value of each plan's assets can be determined at any time. The assets allocable to each such plan shall in no event be used for the benefit of Participants in the other plans. To the extent provided for in the Adoption Agreement, the Plan Administrator may permit Participants to direct the investment of the Segregated Account. Any Participant self direction shall be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.

Section 9.05      QUALIFYING EMPLOYER INVESTMENTS

Unless otherwise provided in the Adoption Agreement, the Trustee may invest up to 10% of the fair market value of the assets of the Trust Fund in "qualifying employer securities" or "qualifying employer real property" as those terms are defined in ERISA.

Section 9.06      LIFE INSURANCE

(a)      Life Insurance. The extent permitted in the Adoption Agreement, the Plan Administrator may direct the Trustee to apply for and purchase life insurance contracts on Participants specified in the Adoption Agreement. The insurance contract(s) must provide that proceeds will be payable to the Trustee, however the Trustee shall be required to pay over all proceeds of the contract(s) to the Participant's Beneficiary in accordance with the distribution provisions of Subsection (b).

(b)      Death Benefits. The proceeds of any life insurance policy on a Participant that exceed the value of the Qualified Preretirement Survivor Annuity shall be paid to the Participant's Beneficiary without regard to the qualified election procedures of Section 7.04. To the extent provided in the Adoption Agreement, any insurance proceeds shall be offset by any amounts that are payable pursuant to Section 7.02.

(c)      Maximum Insurance Amounts. The maximum insurance amounts specified in the Adoption Agreement shall have the following meanings:

(1)      Multiple of Monthly Benefit. Any death benefit provided by life insurance shall be reduced to the extent necessary so that the sum of such additional benefit provided by life insurance and the present value of the Qualified Preretirement Survivor Annuity does not exceed 100 times the Participant's anticipated monthly benefit under Section 7.01(a).

(2)      Incidental Reserve. Any death benefit provided shall not exceed the Incidental Reserve. The Incidental Reserve equals the proceeds of insurance policies purchased on a Participant's life plus the Theoretical ILP Reserve minus the sum of the present value of the Qualified Preretirement Survivor Annuity and the cash value of the policies purchased. For purposes of the foregoing, the maximum amount of proceeds payable to the Beneficiary shall be computed assuming the face amount of an insurance policy that is purchasable by a premium not to exceed 66 percent of the Theoretical Contribution, if whole life, and 33 percent of the Theoretical Contribution, if for term and/or universal life.

For purposes of this Subsection, the following definitions apply:

Theoretical ILP Reserve is the reserve that would be available at the time of death if for each year of plan participation a contribution had been made on behalf of the Participant in an amount equal to the Theoretical Contribution.

Theoretical Contribution is the contribution that would be made on behalf of the Participant, using the individual level premium funding method from the age at which participation commenced to Normal Retirement Age, to fund the Participant's entire retirement benefit without regard to pre-retirement ancillary



benefits. The entire retirement benefit for this purpose is based upon a straight life annuity and assumes continuation of current salary (no salary scale).

(3) Greater of multiple monthly benefit incidental reserve. Any death benefit provided by life insurance shall not exceed the greater of the maximum monthly benefit specified in Subsection (c)(1) or the incidental reserve specified in Subsection (c)(2).

(d) Procedures. The Plan Administrator shall establish procedures regarding the purchase of life insurance contracts. Such procedures may include, but are not limited to, procedures regarding: the form and type of contract purchased, minimum policy amounts, time and manner in which coverage amounts are updated to reflect changing benefit levels, and the amount of coverage reduction, if any, to offset increasing premiums resulting from increasing age; provided, however, that such reduction is consistent with applicable law.

(e) Dividends, Credits and Loans. No contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Company 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 Company or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Company because of a mistake of fact must be returned to the Company within one year of the contribution. The Trustee is empowered to borrow against the cash surrender values or loan values of any Contracts held by it for the purpose of paying premiums on such Contracts or for any other purpose.

(f) Conversion of Policies. The Trustee may distribute any such insurance contract to the Participant in satisfaction of liabilities to such party under the Plan or may transfer such policy to the Participant for its fair market value. Nothing provided herein shall be construed to prohibit the purchase, sale, transfer or exchange of any individual life insurance contract which would otherwise be permitted under applicable prohibited transaction class exemptions or Department of Labor Regulations.

(g) Uninsurable Participants. The Trustee shall not purchase an insurance contract on the life of a Participant who is uninsurable. If a Participant is insurable at a premium amount that is in excess of an insurer's standard rate, the Trustee may purchase a commensurate amount of insurance that does not exceed any of the limitations expressed herein.

ARTICLE 10  
TRUST FUND

Section 10.01    TRUST FUND

(a)    Continuation of Trust Fund. A trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, Participants' accounts for such individuals as the Company shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions as it may receive from time to time from the Company, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

(b)    Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding trust).

(c)    Return of Contributions. Notwithstanding any other provision of this the Plan: (i) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Company within one year after such determination, provided the application for determination is made by the time prescribed by law; (ii) contributions made by the Company based upon mistake of fact may be returned to the Company within one year of such contribution; (iii) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Company within one year of the disallowance of such deduction; and (iv) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Company to the extent provided in Section 13.03.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Company but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Company, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

(d)    Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund.

Section 10.02    DUTIES OF THE TRUSTEE

(a)    In General. The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(b)    Contributions. The Trustee agrees to accept contributions that are paid to it by the Company (as well as rollover contributions and direct transfers from other qualified retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or to the extent permitted under Section 9.04, qualifying employer securities; provided however, that rollover contributions and direct transfers may be in such other form

that may be acceptable to the Trustee. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

(c) Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Section 10.05. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments to service providers pursuant to instructions, the Plan Sponsor acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

(d) Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Company and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Company or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

(e) Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at its fair market value at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Company nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

(f) Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

(g) Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States, unless in compliance with section 404(b) of ERISA and regulations thereunder.

(h) Notice. The Trustee shall provide the Company with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Company of any claim against the Plan and Trust.

#### Section 10.03    GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Section 10.04 hereof:

(a) Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages

(including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

(b) Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, so long as the Trustee's records clearly indicate that the assets held are a part of the Trust Fund;

(c) Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

(d) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(e) Pursuant to the terms of Section 10.06, 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, subscription rights or other options, 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 delegate discretionary powers, and to pay any assessments 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;

(f) Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise moneys from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

(g) To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(h) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(i) 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;

(j) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

(k) To invest in Treasury Bills and other forms of United States government obligations;

(l) Deposit cash in interest bearing accounts in the banking department of the Trustee or an affiliated banking organization;

(m) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(n) Invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such

trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

(o) Sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

(p) Repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

(q) Renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any 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, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

(r) Purchase any authorized investment at a premium or at a discount;

(s) Establish, manage and administer a securities lending program on behalf of the Trust Fund, pursuant to which the Trustee shall have authority to cause any or all securities held in the Trust Fund to be lent to such one or more borrowers as the Trustee shall determine, in accordance with Prohibited Transaction Class Exemption 81-6. The Investment Fiduciary shall enter into a written agreement with the Trustee setting forth the terms and conditions of the Trustee's appointment, including without limitation the compensation to be paid to the Trustee for its services with respect to such securities lending program, in accordance with Prohibited Transaction Class Exemption 82-63;

(t) To purchase any annuity contract pursuant to Article 7; and

(u) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

#### Section 10.04 OTHER INVESTMENT POWERS

(a) Requirement for Preapproval. The powers granted the Trustee under Section 10.03 shall be exercised by the Trustee in its discretion insofar as such exercise does not contravene any written direction from the Investment Fiduciary. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required approval.

(b) Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code and ERISA.

(c) Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

(d) Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

#### Section 10.05 INSTRUCTIONS

(a) Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Company, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Company. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Company and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

(b) Designation of Agent.

(1) Company. The Company shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Company. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Company until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Company.

(2) Trustee. To the extent provided in the Adoption Agreement, if there is more than one Trustee, the Trustees may designate one of the Trustees to act behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

(c) Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

Section 10.06    INVESTMENT OF THE FUND

(a)    Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the Investment Funds available for investment under the Plan. In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Subsection (b) below, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

(b)    Participant Self-Direction. To the extent permitted by the Plan Administrator and the Adoption Agreement pursuant to Section 9.04, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided, however, that during any transition period as may be agreed by the Investment Fiduciary and the Trustee, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall immediately notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

(c)    Investment Managers.

(1)    Appointment of Investment Managers. The Investment Fiduciary may appoint one or more Investment Managers with respect to some or all of the assets of the Trust Fund as contemplated by section 402(c)(3) of ERISA. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment and that it is an ERISA fiduciary with respect to the Plan and the Trust Fund. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. By notifying the Trustee of the appointment of an Investment Manager, the Investment Fiduciary shall be deemed to certify that such Investment Manager meets the requirements of section 3(38) of ERISA. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2)    Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager, it being the intention of the parties that each party shall have the full protection of section 405(d) of ERISA.

(d)    Proxies.

(1)    Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Company or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting

materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) **Voting.** The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Company, the Investment Fiduciary, or to the extent provided in the Adoption Agreement, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Company.

(3) **Investment Manager.** To the extent not delegated to Participants pursuant to Subsection (b), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

(e) **Life Insurance.** Any life insurance investment allowed under Article 9 shall be a permitted Investment Fund.

#### Section 10.07    COMPENSATION AND INDEMNIFICATION

(a) **Compensation.** The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Company. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Company.

(b) **Indemnification.** Unless otherwise provided in an Addendum to the Adoption Agreement, the Company shall indemnify and hold harmless the Trustee from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan or ERISA.

#### Section 10.08    RESIGNATION AND REMOVAL

(a) **Resignation.** The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

(b) **Removal.** The Trustee may be removed by the Company at any time.

(c) **Successor Trustee.** The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Company appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Plan Sponsor may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

(d) **Transfer of Trust Fund.** Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Plan Sponsor.



ARTICLE 11  
SPECIAL "TOP-HEAVY" RULES

Section 11.01    "TOP-HEAVY" STATUS

The special provisions set forth in this Article 11 shall apply during any Plan Year in which this Plan, together with any other retirement plans required to be aggregated under Code section 416(g) and the Treasury Regulations promulgated thereunder, is "Top-Heavy." This Plan is Top-Heavy for any Plan Year beginning after 1983:

- (a) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans;
- (b) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group of plans exceeds 60%; or
- (c) 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%.

Section 11.02    MINIMUM BENEFIT

(a) Minimum Benefit. Notwithstanding any other provision in this Plan except Subsections (c) and (d) below, for any Plan Year in which this Plan is Top-Heavy and the Adoption Agreement does not provide that the Top-Heavy minimum benefit shall be met in another plan, a Participant who: (i) is described in the Adoption Agreement; and (2) has completed 1,000 Hours of Service during such Plan Year will accrue a benefit (to be provided solely by Company contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent of his or her highest average Testing Compensation for the five consecutive years for which the Participant had the highest Testing Compensation (determined only for the years the Plan was Top-Heavy), except as otherwise provided in the Adoption Agreement. The aggregate Testing Compensation for the years during such five-year period in which the Participant was credited with a 1,000 Hours of Service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the Participant fails to make mandatory employee contributions as defined in Code section 411(c)(2)(C) to the Plan, (ii) the Participant's compensation is less than a stated amount, (iii) the Participant is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security.

For purposes of this Section 11.02, Testing Compensation shall include amounts excludable under Code sections 125, 402(e)(3), 402(h), 403(b) and 132(f).

- (b) Form other than Straight Life Annuity. If the form of benefit is other than a straight life annuity, the Participant must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the Participant must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at Normal Retirement Age.
- (c) No additional benefit accruals shall be provided pursuant to Subsection (a) above to the extent that the total accruals on behalf of the Participant attributable to Company contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds 20 percent of the Participant's highest average Testing Compensation for the five consecutive years for which the Participant had the highest Testing Compensation. All accruals of employer-derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, shall be used in computing whether the minimum accrual requirements of this Subsection are satisfied.

(d) If the Adoption Agreement provides that the Plan is a 412(i) plan, the benefits described above may be funded as fully insured or by a side fund trust without affecting the Plan's status as satisfying the fully insured requirement.

Section 11.03    MINIMUM VESTING

(a) For any Plan Year in which this Plan is Top-Heavy, the Top-Heavy vesting schedule specified in the Adoption Agreement shall automatically apply to the Plan to the extent that it is more favorable than the vesting schedule provided for in Article 6.

For purposes of the Adoption Agreement, "2-6 Year Graded" and "3 Year Cliff" shall be determined in accordance with the following schedules:

Years of Vesting Service	Vesting Percentage
"2-6 Year Graded":	
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%
"3 Year Cliff":	
Less than Three Years	0%
Three or More Years	100%

(b) The minimum vesting schedule applies to all benefits within the meaning of Code section 411(a)(7) except those attributable to employee contributions or those already subject to a vesting schedule which vests at least as rapidly as the schedule listed above, including benefits accrued before the effective date of Code section 416 and benefits accrued before the Plan became Top-Heavy. Further, no decrease in a Participant's nonforfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this Section does not apply to the Accrued Benefits of any Employee who does not have an hour of service after the Plan initially became Top-Heavy and such Employee's Accrued Benefit attributable to Company contributions and forfeitures will be determined without regard to this Section. The minimum required benefit (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).

ARTICLE 12  
PLAN ADMINISTRATION

Section 12.01    PLAN ADMINISTRATOR

(a)        Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may take also action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b)        Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA, and as such shall have total and complete discretionary power and authority:

(i)        to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(ii)       to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 12;

(iii)      to determine the amount and manner of any benefit calculations hereunder;

(iv)      to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(v)       to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under federal law or the provisions of this Plan;

(vi)      to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(vii)     to approve and enforce any loan hereunder including the repayment thereof;

(viii)    to provide directions to the Trustee with respect to the purchase of life insurance, methods of benefit payment, valuations at dates other than regular valuation dates and on all other matters where called for in the Plan or requested by the Trustee;

(ix)      to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;

(x)       to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(xi)      to arrange for bonding, if required by law;

(xii)     to adjust Accounts in order to correct errors or omissions;

(xiii) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(xiv) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(xv) to supply such information to any person as may be required;

(xvi) to establish, revise from time to time, and communicate to the Trustee and/or the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and

(xvii) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary or Trustee.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the Board adopts procedures for the Plan Administrator and the Board fails to adopt such procedures, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

#### Section 12.02 INVESTMENT FIDUCIARY

(a) Designation. The Plan Investment Fiduciary shall be designated by the Plan Sponsor. In the absence of a designation, the Plan Administrator shall be the Investment Fiduciary. The Investment Fiduciary may consist of a committee consisting of one or more individuals who may be Employees appointed by the Plan Sponsor. If a committee is appointed, the committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Investment Fiduciary. The Investment Fiduciary shall have the following discretionary authority and responsibility:

(i) to manage the investment of the Trust Fund;

(ii) to appoint one or more Investment Managers;

(iii) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;

(iv) to establish, revise from time to time, and communicate to the Trustee and/or Investment Manager(s), an investment policy for the Plan; and

(v) to supply such information to any person as may be required.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the Board adopts procedures for the Investment Fiduciary and the Board fails to adopt such procedures, the Investment Fiduciary may adopt such rules and procedures as it deems necessary, desirable, or appropriate in furtherance of its duties hereunder. When making a determination or calculation, the Investment Fiduciary shall be entitled to rely upon information furnished to it.

Section 12.03    COMPENSATION OF PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY

The Plan Administrator and Investment Fiduciary shall serve without compensation for their services.

Section 12.04    PLAN EXPENSES

All direct expenses of the Plan, Trustee, Plan Administrator and Investment Fiduciary or any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company, and if not so paid or reimbursed, shall be proper charges to the Trust Fund and shall be paid therefrom.

Section 12.05    ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan and Trust Agreement. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 12.06    INDEMNIFICATION

Unless otherwise provided in an Addendum to the Adoption Agreement, the Company shall indemnify and hold harmless any person serving as the Investment Fiduciary and/or Plan Administrator from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA.

Section 12.07    CLAIMS PROCEDURES

(a)    **Application for Benefits.** A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall be in writing and shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim. The Plan Administrator shall normally answer any written claim within 90 days (45 days if the claim relates to a disability determination) of the date all the information and evidence necessary to process the claim is received. However, if the Plan Administrator furnishes the Claimant with a written extension notice during that period, the Plan Administrator may take up to 90 additional days (30 additional days if the claim relates to a disability determination) to make its decision. Any written extension notice shall indicate the special circumstances which make the extension necessary and the date by which the Plan Administrator expects to render its decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period. The notice shall include (1) the standards on which entitlement to a benefit is based, (2) the unresolved issues that prevent a decision on the claim, and (3) the additional information needed to resolve those issues. The Claimant shall have at least 45 days to provide the requested information.

(b)    **Denial of Claim.** If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial.

(c)    **Appeals of Denied Claims for Benefits.** If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information

relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

(d) Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial and (2) the pertinent Plan provisions on which the denial is based. The determination rendered by the Plan Administrator shall be binding upon all parties.

(e) Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator shall include the information required under applicable United States Department of Labor regulations.

ARTICLE 13  
AMENDMENT, MERGER AND TERMINATION

Section 13.01    AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor, provided, however, that:

(a) No amendment to the Plan shall decrease a Participant's Accrued Benefit. Notwithstanding the preceding sentence, a Participant's Accrued Benefit may be reduced to the extent permitted under Code section 412(c)(8). No amendment shall increase the duties and liabilities of the Trustee without the Trustee's consent. For purposes of this Subsection, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits, unless such amendment is authorized under applicable Treasury Regulations. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the preamendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance).

(b) If the Plan's vesting schedule is amended, in the case of an Employee who is a Participant as of the later of the date the amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's employer-derived accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.

(c) If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least 3 years of vesting service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least 1 hour of service in any plan year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 years of service" for "3 years of service" where such language appears. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (i) 60 days after the amendment is adopted;
- (ii) 60 days after the amendment becomes effective; or
- (iii) 60 days after the Participant is issued written notice of the amendment by the Plan Administrator.

The election provided for in this Section 13.01 shall be made in writing and shall be irrevocable when made.

(d) Code section 411(d)(6) protected benefits will be available without regard to employer discretion in accordance with Treas. Reg. section 1.411(d)(4), Q & A's #8 & 9.

Section 13.02    MERGER AND TRANSFER

(a) Merger. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall have a benefit in the surviving or transferee plan (as if such plan were then terminated immediately after such merger, consolidation or transfer) that is equal to or greater than the benefit he would have had immediately before such merger, consolidation or transfer in the plan in which he was then a Participant had such plan been terminated at that time.

(b) Transfer. The Plan Administrator may direct the Trustee to accept assets and related liabilities from another qualified plan provided that it receives sufficient evidence that the transferor plan is a tax-qualified plan. The Plan Administrator may direct the Trustee to transfer assets and related liabilities to another qualified plan provided that it receives sufficient evidence that the transferee plan is a tax-qualified plan.

Section 13.03    TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Company reserves the right to terminate its participation in this Plan. Each such entity constituting the Company shall be deemed to terminate its participation in the Plan if: (i) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Company, or (ii) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Company.

(c) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination or partial termination of this Plan, the rights of all affected Employees to benefits accrued to the date of such termination or partial termination (to the extent funded as of such date) shall be nonforfeitable.

(d) Upon termination of this Plan with respect to all Participants, the Plan Administrator shall direct the Trustee to allocate and distribute the assets of the Trust Fund to satisfy the liabilities to Participants and their Beneficiaries in the priorities and according to the categories required by applicable law; provided, however, that any assets remaining in the Trust Fund after such allocation and distribution pursuant to the priorities and categories required by law shall be shall revert to the Company, except to the extent the Adoption Agreement specifies otherwise. To the extent that such remaining assets do not revert to the Company, such assets shall be reallocated to the remaining Participants in a non-discriminatory manner.



ARTICLE 14  
MISCELLANEOUS

Section 14.01    NONALIENATION OF BENEFITS

(a) Except as provided in Section 14.01(b), the Trust Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Company, Participants or Beneficiaries under the Plan and all payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Company, Participant or Beneficiary. Except as provided in Section 14.01(b), no Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary shall include an Alternate Payee or the Beneficiary of an Alternate Payee.

(b) Notwithstanding the foregoing, the Trustee and/or Plan Administrator may:

(1) Subject to Section 14.02 below, comply with the provisions and conditions of any Qualified Domestic Relations Order pursuant to the provisions of Code section 414(p).

(2) Comply with any federal tax levy made pursuant to Code section 6331.

(3) Subject to the provisions of Code section 401(a)(13), comply with the provisions and conditions of a judgment, order, decree or settlement agreement issued on or after August 5, 1997 between the Participant and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA.

(4) Bring action to recover benefit overpayments.

Section 14.02    RIGHTS OF ALTERNATE PAYEES

(a) General. An Alternate Payee shall have no rights to a Participant's benefit and shall have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 14.02.

(b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator may direct the Trustee to distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. Except as provided in Code section 414(p)(4) and as permitted in the Adoption Agreement, a distribution pursuant to a Qualified Domestic Relations Order shall not include any type of benefit or payment option not otherwise payable by the Plan. Notwithstanding the foregoing and if so provided in the Adoption Agreement, a Qualified Domestic Relations Order may require that the Alternate Payee's benefit be paid in a single sum payment of the present value of the Alternate Payee's share of the Participant's Accrued Benefit even if the Participant is still employed and/or has not attained the earliest retirement age.

(c) Maximum Amount. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the vested amount of the Participant's Accrued Benefit after deduction of any outstanding loan.

(d) Loans. An Alternate Payee shall not be permitted to make a loan from the separate account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(e) Treatment as Spouse. For purposes of Section 7.04, a former spouse may 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; provided, however, that distributions to an Alternate Payee may not

occur in the form of a joint and survivor annuity (if permitted by the Plan) with respect to the alternate payee and his or her subsequent spouse.

(f) Plan Procedures. The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 14.03    NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 14.04    NO RIGHT TO TRUST ASSETS

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Trust upon termination of employment or otherwise, except as specifically provided under the Plan. All payments of benefits under the Plan shall be made solely out of the assets of the Trust.

Section 14.05    PARTICIPANT BENEFITING

A Participant shall be treated as benefiting under the Plan for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with Treas. Reg. section 1.410(b)-3(a).

Section 14.06    GOVERNING LAW

This Plan shall be construed in accordance with and governed by the laws of the state or commonwealth specified in the Adoption Agreement to the extent not preempted by Federal law.

Section 14.07    SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 14.08    HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 14.09    GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

## DISPARITY ADDENDUM

The annual factor is the factor derived from the applicable Table I or II based on the Normal Retirement Age, as specified in the Adoption Agreement (determined without regard to any years of participation requirement), and the Plan's normal form of benefit, as specified in Section 7.01. If the employer elects as an integration level in the Adoption Agreement option C.28a.iv or C.28a.v, Table II shall apply. Otherwise, Table I shall apply. If the Plan is a Section 412(i) Plan, the applicable factor shall be reduced by multiplying the factor by 0.8.

Table I

Normal Form of Benefit					
	Life annuity +	Life annuity + 5 year certain	Life annuity + 10 year certain	Life annuity + 15 year certain	Life annuity 20 year certain
Adjustment	1.00	0.97	0.91	0.84	0.78
NRA					
65	0.650	0.631	0.592	0.546	0.507
64	0.607	0.589	0.552	0.510	0.473
63	0.563	0.546	0.512	0.473	0.439
62	0.520	0.504	0.473	0.437	0.406
61	0.477	0.463	0.434	0.401	0.372
60	0.433	0.420	0.394	0.364	0.338
59	0.412	0.400	0.375	0.346	0.321
58	0.390	0.378	0.355	0.328	0.304
57	0.368	0.357	0.335	0.309	0.287
56	0.347	0.337	0.316	0.291	0.271
55	0.325	0.315	0.296	0.273	0.254

Table II

Normal Form of Benefit					
	Life annuity +	Life annuity + 5 year certain	Life annuity + 10 year certain	Life annuity + 15 year certain	Life annuity 20 year certain
Adjustment	1.00	0.97	0.91	0.84	0.78
NRA					
65	0.520	0.504	0.473	0.437	0.406
64	0.486	0.471	0.442	0.408	0.379
63	0.450	0.437	0.410	0.378	0.351
62	0.416	0.404	0.379	0.349	0.324
61	0.382	0.370	0.347	0.321	0.298
60	0.346	0.336	0.315	0.291	0.270
59	0.330	0.320	0.300	0.277	0.257
58	0.312	0.303	0.284	0.262	0.243
57	0.294	0.286	0.268	0.247	0.230
56	0.278	0.269	0.253	0.233	0.217
55	0.260	0.252	0.237	0.218	0.203

The annual factor is the factor derived from the applicable Table III and/or IV based on the Normal Retirement Age, as specified in the Adoption Agreement (determined without regard to any years of participation requirement), and the Plan's normal form of benefit, as specified in Section 7.01. If the employer elects as an integration level in the Adoption Agreement option C.28a.iv or C.28a.v, Table IV shall apply. Otherwise, Table III shall apply.

Table III

Normal Form of Benefit					
	Life annuity +	Life annuity + 5 year certain	Life annuity + 10 year certain	Life annuity + 15 year certain	Life annuity + 20 year certain
Adjustment	1.00	0.97	0.91	0.84	0.78
Age at which benefits commence					
70	1.048	1.017	0.954	0.880	0.817
69	0.950	0.922	0.865	0.798	0.741
68	0.863	0.837	0.785	0.725	0.673
67	0.784	0.760	0.713	0.659	0.612
66	0.714	0.693	0.650	0.600	0.557
65	0.650	0.631	0.592	0.546	0.507
64	0.607	0.589	0.552	0.510	0.473
63	0.563	0.546	0.512	0.473	0.439
62	0.520	0.504	0.473	0.437	0.406
61	0.477	0.463	0.434	0.401	0.372
60	0.433	0.420	0.394	0.364	0.338
59	0.412	0.400	0.375	0.346	0.321
58	0.390	0.378	0.355	0.328	0.304
57	0.368	0.357	0.335	0.309	0.287
56	0.347	0.337	0.316	0.291	0.271
55	0.325	0.315	0.296	0.273	0.254

Table IV

Normal Form of Benefit					
	Life annuity +	Life annuity + 5 year certain	Life annuity + 10 year certain	Life annuity + 15 year certain	Life annuity + 20 year certain
Adjustment	1.00	0.97	0.91	0.84	0.78
70	0.838	0.813	0.763	0.704	0.654
69	0.760	0.737	0.692	0.638	0.593
68	0.690	0.670	0.628	0.580	0.539
67	0.627	0.608	0.571	0.527	0.489
66	0.571	0.554	0.520	0.480	0.446
65	0.520	0.504	0.473	0.437	0.406
64	0.486	0.471	0.442	0.408	0.379
63	0.450	0.437	0.410	0.378	0.351
62	0.416	0.404	0.379	0.349	0.324
61	0.382	0.370	0.347	0.321	0.298
60	0.346	0.336	0.315	0.291	0.270
59	0.330	0.320	0.300	0.277	0.257
58	0.312	0.303	0.284	0.262	0.243
57	0.294	0.286	0.268	0.247	0.230
56	0.278	0.269	0.253	0.233	0.217
55	0.260	0.252	0.237	0.218	0.203

## EGTRRA ADDENDUM

1. This Addendum to the Plan is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). This Addendum is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, this Addendum shall be effective as of the first day of the first Plan Year beginning after December 31, 2001.

2. This Addendum shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Addendum.

3. The definition of "Compensation" in Article 2 of the Basic Plan Document is amended by adding the following paragraphs:

Increase in limit. Unless otherwise provided in the Adoption Agreement, the annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, the annual Compensation for determination periods beginning before January 1, 2002, shall be \$200,000, unless otherwise specified in the Adoption Agreement.

Cost-of-living adjustment. To the extent applicable, the \$200,000 limit on annual Compensation in the preceding paragraph shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

4. The following is added as Section 5.01A of the Plan:

### Section 5.01A MAXIMUM ANNUAL BENEFIT

(a) Effective Date. Unless otherwise provided in the Adoption Agreement, this Section shall be effective for plans that are not multiemployer plans for Limitation Years ending after December 31, 2001.

(b) Effect on Participants. Unless otherwise provide in the Adoption Agreement, benefit increases resulting from the increase in the limitations of Code section 415(b) will be provided to all current and former Participants (with benefits limited by Code section 415(b)) who have an Accrued Benefit under the Plan immediately prior to the effective date of this Section (other than an Accrued Benefit resulting from a benefit increase solely as a result of the increases in limitations under Code section 415(b)). If the Adoption Agreement provides that the increase in the limitations of Code section 415(b) will be provided to current Participants only, such increase will be provided to all Employees participating in the Plan who have one Hour of Service on or after the first day of the first Limitation Year ending after December 31, 2001.

(c) Definitions.

(1) Defined Benefit Dollar Limitation. The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(2) Maximum Permissible Benefit: The "maximum permissible benefit" is the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below).

(A) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant who has fewer than 10 years of service with the Employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the Employer and (ii) the denominator of which is 10.

(B) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (A) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (B) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(C) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (A) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

5. The following is added as Section 5.01B of the Plan:

Section 5.01B    MAXIMUM ANNUAL BENEFIT

(a) Effective Date. Unless otherwise provided in the Adoption Agreement, this Section shall be effective for plans that are multiemployer plans for Limitation Years ending after December 31, 2001, except as provided in Subsection (c)(2)(D).

(b) Effect on Participants. Unless otherwise provide in the Adoption Agreement, benefit increases resulting from the increase in the limitations of Code section 415(b) will be provided to all current and former Participants (with benefits limited by Code section 415(b)) who have an Accrued Benefit under the Plan immediately prior to the effective date of this Section (other than an Accrued Benefit resulting from a benefit increase solely as a result of the increases in limitations under Code section 415(b)). If the Adoption Agreement provides that the increase in the limitations of Code section 415(b) will be provided to current Participants only, such increase will be provided to all Employees participating in the Plan who have one Hour of Service

on or after the first day of the first Limitation Year ending after December 31, 2001.

(c) Definitions.

(1) Defined Benefit Dollar Limitation. The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

(2) Maximum Permissible Benefit: The "maximum permissible benefit" is the defined benefit dollar limitation (adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below, and limited, if applicable, as provided in (D) below).

(A) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the plan and (ii) the denominator of which is 10.

(B) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (A) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as specified in Subsection (b) of the definition of Actuarial Equivalent. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (B) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(C) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Subsection (a) of the definition of Actuarial Equivalent and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as specified in Subsection (b) of the definition of Actuarial Equivalent. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(D) Notwithstanding the above, for Limitation Years beginning before January 1, 2002, the maximum permissible benefit will not exceed the defined benefit compensation limitation. In the case of a Participant who has fewer than 10 years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.

6. The following is added as Section 7.03(e) of the Basic Plan Document:

(e) (1) Applicability and Effective Date. This Section 7.03(e) shall apply if elected by the Plan Sponsor in the Adoption Agreement and shall be effective January 1, 2002 unless otherwise specified in the Adoption Agreement.

(2) Rollovers disregarded in determining value of Accrued Benefit for involuntary distributions. For purposes of this Section 7.03, the Participant's vested Accrued Benefit shall not include that portion of the Accrued Benefit that is attributable to 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).

7. The following is added as the final paragraph of Section 7.04(a) of the Basic Plan Document:

This paragraph shall apply if elected by the Plan Sponsor in the Adoption Agreement and shall be effective January 1, 2002 unless otherwise specified in the Adoption Agreement. If elected by the Plan Sponsor in the Adoption Agreement, for purposes of this Section 7.04(a), the Participant's vested Accrued Benefit shall not include that portion of the Accrued Benefit that is attributable to 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).

8. The following is added as Section 7.09(c) of the Basic Plan Document:

(c) (1) Effective date. This Subsection (c) shall apply to distributions made after December 31, 2001.

(2) Modification of Definition of Eligible Retirement Plan. For purposes of the direct rollover provisions in this Section, an eligible retirement plan shall also mean an annuity contract described in Code section 403(b) and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code section 414(p).

(3) Eligible Rollover Distribution Includes Voluntary Contributions. For purposes of the direct rollover provisions in this Section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of Voluntary Contributions which are not includable 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 to a qualified defined contribution plan described in Code sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

9. Section 7.14(b)(2) of the Basic Plan Document is amended by adding the following:

Additional Rollovers. In addition to the Rollover Contributions specified above, the Plan may accept the following Rollover Contributions made after December 31, 2001 (or such other date specified in the Adoption Agreement) if permitted in the Adoption Agreement:

(1) Any rollover of an eligible rollover distribution from an annuity contract described in Code section 403(b), excluding after-tax employee contributions.



(2) Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(3) Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

10. The following sentence is added to the end of Subsection (j) of Section 8.02 the Basic Plan Document:

Effective for plan loans made after December 31, 2001, Plan provisions prohibiting loans to any owner-employee or shareholder-employee shall cease to apply.

11. The following is added as Section 11.04 of the Basic Plan Document:

Section 11.04    NEW RULES

(a) **Effective Date.** This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Code section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code section 416(c) for such years.

(b) **Determination of Top-Heavy Status.**

(1) **Key Employee.** Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(2) **Determination of Present Values and Amounts.** This Subsection 11.04(b)(2) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.

(A) **Distributions during the Year Ending on the Determination Date.** The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code section 416(g)(2) during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

(B) **Employees not Performing Services during Year.** The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(c) **Minimum Benefits.** For purposes of satisfying the minimum benefit requirements of Code section 416(c)(1) and the Plan, in determining years of service with the employer, any service and compensation with the employer shall be disregarded to the extent that

such service occurs during a Plan Year when the Plan benefits (within the meaning of Code section 410(b)) no Key Employee or former Key Employee.

## **MANDATORY ROLLOVER ADDENDUM**

1. This Addendum shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Addendum.

2. The Plan is hereby amended by adding the following as Section 7.09(d) of the Basic Plan Document, effective for mandatory distributions made on or after March 28, 2005:

(d) **Mandatory Rollover.** In the event of a mandatory distribution greater than \$1,000 in accordance with the provisions of Section 7.03, 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 directly in accordance with Article 7, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.