

[PLACE YOUR COMPANY NAME HERE]

BASIC PLAN DOCUMENT #06-CB

[INTENDED FOR CYCLE C]

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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 the balance in his or her Cash Balance Account determined as of his or her Annuity Starting Date.

"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) Applicable Interest Rate and Mortality Table. 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.

"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.

"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.

"Cash Balance Account" means the Account described in Section C of the Adoption Agreement.

"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 the determination period shall be the Plan Year.

For Limitation Years beginning on or after July 1, 2007, or such earlier date as specified in the Effective Date Addendum to the Adoption Agreement, Compensation for a year shall also include compensation paid by the later of 2-1/2 months after an Employee's severance from employment with the employer maintaining the Plan or the end of the year that includes the date of the employee's severance from employment with the employer maintaining the plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Except as provided in the Adoption Agreement, any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of 2-1/2 months after the date of severance from employment or the end of the year that includes the date of severance from employment. Notwithstanding the foregoing and to the extent provided in the Adoption Agreement, Compensation includes: (a) payments made to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service; and (b) payments made to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided that salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period.

Back pay, within the meaning of Treas. Reg. section 1.415(c)-2(g)(8), shall be treated as Compensation for the year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

To the extent provided in the Adoption Agreement, compensation paid or made available shall include amounts that would otherwise be included in Compensation but for an election under Code sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4).

To the extent provided in the Adoption Agreement, Compensation shall also include "deemed section 125 compensation". Deemed section 125 compensation is an amount that is excludable under Code section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Unless otherwise provided in the Adoption Agreement, for Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account in determining all benefits provided under the Plan for any twelve-month determination period shall not exceed \$200,000, as 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 any determination period beginning with or within such calendar year.

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

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 of any calendar year is effective for Plan Years beginning with or within in such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990. Unless otherwise provided in the Adoption Agreement, 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 for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code section 401(a)(17)(B).

"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 if the Adoption Agreement provides that the Eligibility Computation Period switches to the Plan Year, the Eligibility Computation Period for such purpose will switch to the Plan Year, beginning with the Plan Year that includes the first anniversary of the 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.

"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.

"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.

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.

"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 any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was:

- (a) An officer of the Employer (as that term is defined in Treasury Regulations promulgated under Code section 416) having Testing Compensation greater than \$130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002);
- (b) A More Than 5% Owner; or
- (c) A 1-percent owner of the Employer having Testing Compensation of more than \$150,000.

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.

"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, 132(f), 402(e)(3), 402(h), 403(b) or 457(b), (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.

"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.

"Post Severance Compensation" means compensation paid by the later of: (1) 2-1/2 months after an Employee's severance from employment with the employer maintaining the plan, or (2) the end of the year that includes the date of the Employee's severance from employment with the employer maintaining the plan if: (a) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or (b) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

"Post Year End Compensation" means amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year.

"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.

"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 (regardless of whether the plan has terminated), and (b) each other 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 7.13(b)(2) of the Plan.

"Segregated Account" means the account maintained pursuant to Section 7.13.

"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.

"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.

For Limitation Years beginning on or after July 1, 2007, or such earlier date as specified in the Effective Date Addendum to the Adoption Agreement, Testing Compensation for a Limitation Year shall also include compensation paid by the later of 2-1/2 months after an Employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer. Except as provided in the Adoption Agreement, any payments not described above shall not be considered Testing Compensation if paid after severance from employment, even if they are paid by the later of 2-

1/2 months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment. Notwithstanding the foregoing and to the extent provided in the Adoption Agreement, Testing Compensation includes: (a) payments made to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service; and (b) payments made to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided that salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period.

Back pay, within the meaning of Treas. Reg. section 1.415(c)-2(g)(8), shall be treated as Testing Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Testing Compensation but for an election under Code sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For Limitation Years beginning after December 31, 2000, Testing Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4).

To the extent provided in the Adoption Agreement, Testing Compensation shall also include "deemed section 125 compensation". Deemed section 125 compensation is an amount that is excludable under Code section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

"Top-Heavy Ratio" means:

(a) If the employer maintains one or more defined benefit plans and the employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Code section 408(k)) which during the 5-year period ending on the Determination Date(s) has or has had account balances, 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 present value of accrued benefits of all Key Employees as of the Determination Date(s) (including any part of any accrued benefit distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with Code section 416 and the regulations thereunder.

(b) If the employer maintains one or more defined benefit plans and the employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the 5-year period ending on the Determination Date(s) has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (a) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all participants, determined in accordance with (a) above, and the account balances under the aggregated defined contribution plan or plans for all participants as of the Determination Date(s), all determined in accordance with Code section 416 and the regulations thereunder. The account balances under a defined contribution in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an account balance made in the 1-year period ending on the Determination Date (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability).

(c) For purposes of (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 that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the 1-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 regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

The accrued benefit of a participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the employer, or (b) 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 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 Vesting 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.

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 REHIRES

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.

(b) 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(b) 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(b) 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 (b)(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 (b)(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 (b)(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(b) 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 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).

ARTICLE 5
LIMITATIONS ON BENEFITS

Section 5.01 MAXIMUM ANNUAL BENEFIT

(a) The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

(b) The Annual Benefit otherwise payable to a Participant under the Plan at any time shall 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 shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a Predecessor 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 such defined benefit plans (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.

(d) The limitations of this Article shall be determined and applied taking into account the rules in Section 5.04.

Section 5.02 PRIOR LIMITATIONS

The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a Predecessor Employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. section 1.415(a)-1(g)(4).

Section 5.03 DEFINITIONS

The following definitions shall apply for purposes of this Article:

(a) Annual Benefit. 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 shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. section 1.401(a)-20, Q&A-10(d), and with regard to Treas. Reg. section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code section 415(d). For this purpose, an

automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account social security supplements described in Code section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Treas. Reg. section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 5.03(a)(1) or Section 5.03(a)(2).

(1) Benefit Forms Not Subject to Code Section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 5.03(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life 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 (a) 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 (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code section 401(a)(11)).

(A) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent for that annuity starting date.

(B) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 5.03(a)(2) if the form of the Participant's benefit is other than a benefit form described in Section 5.03(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(A) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (I) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent; (II) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent; and (III) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent, divided by 1.05.

(B) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially

equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent; and (II) a 5.5 percent interest rate assumption and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent.

(C) This Subsection (C) applies to the extent provided in the Adoption Agreement. If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of Section 5.03(a)(2)(B) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

(I) the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent;

(II) the applicable interest rate and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent; and

(III) the applicable interest rate defined in Subsection (b) of the definition of Actuarial Equivalent (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the plan then adopted and in effect) and the applicable mortality table defined in Subsection (b) of the definition of Actuarial Equivalent.

(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 had a Severance from Employment with the Employer, the Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically adjusted by multiplying the limitation applicable to the Participant in the prior Limitation Year by the annual adjustment factor under Code section 415(d) that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. In the case of a Participant who is rehired after a Severance from Employment, the Defined Benefit Compensation Limitation is the greater of 100 percent of the Participant's High Three-Year Average Compensation, as determined prior to the Severance from Employment, as adjusted pursuant to the foregoing, if applicable; or 100 percent of the Participant's High Three-Year Average Compensation, as determined after the Severance from Employment under section 5.03(f).

(c) **Defined Benefit Dollar Limitation.** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under Code section 415(d) shall apply to Participants who have had a separation from employment.

(d) **Employer.** For purposes of this Article, Employer shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations, as defined in Code section 414(b), as modified by Code section 415(h)), all commonly controlled trades or businesses (as defined in Code section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code section 415(h)), or affiliated service groups (as defined in Code section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to Code section 414(o).

(e) Formerly Affiliated Plan of the Employer. Formerly Affiliated Plan of the Employer means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the Employer, such as the sale of a member controlled group of corporations, as defined in Code section 414(b), as modified by Code section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the Employer, such as transfer of plan sponsorship outside a controlled group.

(f) High Three-Year Average Compensation. High Three-Year Average Compensation means the average Testing Compensation for the three consecutive Years of Service (or, if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) 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. In the case of a Participant who is rehired by the Employer after a Severance from Employment, the Participant's High Three-Year Average Compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's Testing Compensation for a Year of Service shall not include compensation in excess of the limitation under Code section 401(a)(17) that is in effect for the calendar year in which such Year of Service begins.

(g) 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 below).

(1) Adjustment for Less Than 10 Years of Participation or 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, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10. In the case of a Participant who has less than ten 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, but not less than one year) of Service with the Employer, and (ii) the denominator of which is 10.

(2) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65. Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Section 5.03(g)(2)(A), as modified by Section 5.03(g)(2)(C). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Section 5.03(g)(2)(B), as modified by Section 5.03(g)(2)(C).

(A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.03(g)(1) for Years of Participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent.

II. Limitation Years Beginning on or After July 1, 2007.

- A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.03(g)(1) for Years of Participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Subsection (b) of the definition of Actuarial Equivalent (and expressing the Participant's age based on completed calendar months as of the annuity starting date).
- B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 5.03(g)(2)(A)II.A and the Defined Benefit Dollar Limitation (adjusted under Section 5.03(g)(1) for Years of Participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this Article.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement

After Age 65.

- I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.03(g)(1) for Years of Participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table specified in Subsection (a) of the definition of Actuarial Equivalent; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Subsection (b) of the definition of Actuarial Equivalent.
- II. Limitation Years Beginning on or After July 1, 2007.
 - A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.03(g)(1) for Years of Participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Subsection

(b) of the definition of Actuarial Equivalent (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

- B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Section 5.03(g)(2)(A)II.A and the Defined Benefit Dollar Limitation (adjusted under section 5.03(g)(1) for Years of Participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(C) Notwithstanding the other requirements of this Section 5.03(g)(2), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code section 417(c), upon the Participant's death.

(3) Minimum Benefit Permitted. Notwithstanding anything else in this Section 5.03(g) 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 Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Employer, and (II) the denominator of which is 10; and

(B) the Employer (or a Predecessor Employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code section 401(h), and accounts for postretirement medical benefits established under Code section 419A(d)(1) are not considered a separate defined contribution plan).

(h) Predecessor Employer. If the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a Predecessor Employer with respect to the Participant in the Plan. A former entity that antedates the Employer is also a Predecessor Employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(i) **Severance from Employment.** An employee has a Severance from Employment when the employee ceases to be an employee of the Employer maintaining the plan. An employee does not have a Severance from Employment if, in connection with a change of employment, the employee's new employer maintains the plan with respect to the employee.

(j) **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 shall more than one Year of Participation be credited for any 12-month period.

(k) **Year of Service.** For purposes of Section 5.03(f), the Participant shall be credited with a Year of Service (computed to fractional parts of a year) for each accrual computation period for which 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, taking into account only service with the Employer or a Predecessor Employer.

Section 5.04 OTHER RULES

(a) **Benefits Under Terminated Plans.** If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.

(b) **Benefits Transferred From the Plan.** If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. section 1.411(d)-4, Q&A-3(c) the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. section 1.411(d)-4, Q&A-3(c) the transferred benefits are treated by the Employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treas. Reg. section 1.411(d)-4, Q&A-3(c) the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer.** A formerly affiliated plan of an employer shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer.** If the Employer maintains a defined benefit plan that provides benefits accrued by a participant while performing services for a Predecessor Employer, the participant's benefits under a plan maintained by the Predecessor Employer shall be treated as provided under a plan maintained by the

Employer. However, for this purpose, the plan of the Predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the Predecessor Employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the Predecessor Employer.

(e) Special Rules. The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. section 1.415(f)-1(d), (e) and (h).

(f) Aggregation with Multiemployer Plans.

(1) If the Employer maintains a multiemployer plan, as defined in Code section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the Employer shall be treated as benefits provided under a plan maintained by the Employer for purposes of this Article.

(2) Effective for Limitation Years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Sections 5.03(b) and 5.03(g)(1) to a plan which is not a multiemployer plan.

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 the 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) Reemployment 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.

(c) 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. 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. A single life annuity payable during the life of the Participant that is the Actuarial Equivalent of the benefit determined under Article 4.

(2) Single Life Annuity with Term Certain. A single life annuity payable during the life of the Participant with the number of years specified in the Adoption Agreement guaranteed that is the Actuarial Equivalent of the benefit determined under Article 4.

(3) Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity that is the Actuarial Equivalent of the benefit determined under Article 4.

(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 Disability benefit shall be 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) Automatic Commencement. This Subsection (f) applies to a Participant who has not Terminated and who accrues additional benefits or is credited with actuarial increases after such Participant attains Normal Retirement Age. If the Accrued Benefit of such Participant would exceed the limitations under Article 5 for the Limitation Year and limiting the benefit would cause the Plan to violate applicable law, immediately before the additional benefit accrues that would cause such Participant's benefit to exceed the limitations of Article 5, payment of benefits to such Participant will commence.

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 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 a specified number of monthly payments, the balance of such specified monthly payments shall be paid to such Beneficiary as the Participant may designate by filing a proper written form with the Plan Administrator.

(5) 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 shall 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.

(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.

(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.

(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 in the form 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 nearest cent.

(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.

(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. 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).

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 contributions in the same proportion as the total accrued benefit derived from employee contributions is to the accrued benefit of the Participant.

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).

(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

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:

- (a) the Participant attains Normal Retirement Age;
- (b) occurs the 10th anniversary of the year in which his participation commenced; or
- (c) 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.

Section 7.06 ELECTIONS

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. Except as expressly provided in the Adoption Agreement, 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(l)(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. This Section applies to distributions made after December 31, 2001. 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 \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution.

(b) Definitions.

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Code section 408(a) or (b); (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Code section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) Eligible retirement plan. An eligible retirement plan is 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, an individual retirement account described in Code section 408(a), and individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified defined contribution plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution.

(3) Distributee. A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

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

(c) Automatic Rollovers. In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, 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, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the participant's distribution attributable to any rollover contribution is included.

Section 7.10 MINOR, LEGALLY INCOMPETENT OR MISSING PAYEE

(a) Minor or Incompetent. If a distribution is to be made to 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 RETROACTIVE ANNUITY STARTING DATE

(a) To the extent provided in the Adoption Agreement, the Participant may elect a retroactive annuity starting date. A retroactive annuity starting date shall mean an annuity starting date affirmatively elected by a Participant that occurs on or before the date the written explanation required in Section 7.04 is provided to the Participant. A Participant cannot elect a retroactive annuity starting date that precedes the date upon which the Participant could have otherwise started receiving benefits under the terms of the Plan in effect as of the retroactive annuity starting date. Future periodic payments with respect to a Participant who elects a retroactive annuity starting date must be the same as the future periodic payments, if any, that would have been paid with respect to the Participant had payments actually commenced on the retroactive annuity starting date. The Participant must receive a make-up payment to reflect any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payment (adjusted for interest at the rate specified in Subsection (a) of the definition of Actuarial Equivalent from the date the missed payment(s) would have been made to the date of the actual make-up payment). Annuity payments that otherwise satisfy the requirements of a qualified joint and survivor annuity under Section 7.04 will not fail to be treated as a qualified joint and survivor annuity for purposes of Section 5.03(a) because a retroactive annuity starting date is elected and a make-up payment is made.

(b) The Participant's spouse (including an alternate payee who is treated as a spouse under a qualified domestic relation order as described in Code section 414(p)), determined as if the date distributions commence were the Participant's annuity starting date, shall consent to the distribution in a manner that would satisfy the requirements of Section 7.04. The spousal consent requirement of this Section 7.12(b) does not apply if the amount of such spouse's survivor annuity payments under the retroactive annuity starting date election is no less than the amount that the survivor payments to such spouse would have been under an optional form of benefit that would satisfy the requirements to be a qualified joint and survivor annuity under Section 7.04 and that has an annuity starting date after the date the explanation required by Section 7.04 was provided. If the Participant's spouse as of the retroactive annuity starting date would not be the Participant's spouse determined as if the date distributions commence was the Participant's annuity starting date, consent of that former spouse is not needed to waive the qualified joint and survivor annuity with respect to the retroactive annuity starting date, unless otherwise provided under a qualified domestic relations order as described in Code section 414(p).

(c) The written explanation required by Section 7.04 shall be provided no less than 30 days and no more than 180 days (90 days for notices given in Plan Years beginning before January 1, 2007) before the date of

the first payment of benefits pursuant to the retroactive annuity starting date, and the election to receive the distribution shall be made after the written explanation is provided and on or before the date of the first payment.

(d) When the date the distribution commences is substituted for the annuity starting date for all purposes (including for purposes of determining the applicable interest rate and the applicable mortality table under Subsection (b) of the definition of Actuarial Equivalent), the distribution (including interest adjustments) must satisfy the requirements of Article 5. However, if the date the distribution commences is 12 months or less from the retroactive annuity starting date and the form of the benefit would have been excepted from Code section 417(e)(3) if the distribution had actually commenced on the retroactive annuity starting date, the requirement to apply Article 5 as of the date the distribution commences does not apply. The benefit determined as of the retroactive annuity starting date must satisfy the requirements of Article 5 with the applicable interest rate and the applicable mortality table determined as of that date. In the case of a form of benefit that would have been subject to Code section 417(e)(3) if distributions had commenced as of the retroactive annuity starting date, the distribution shall be not less than the benefit produced by applying the applicable interest rate and the applicable mortality table under Subsection (b) of the definition of Actuarial Equivalent determined as of the date the distribution actually commences to the annuity form that corresponds to the annuity form that was used to determine the benefit amount as of the retroactive annuity starting date. The benefit determined as of the retroactive annuity starting date must satisfy the requirements of Code section 417(e)(3) with the applicable interest rate and the applicable mortality table determined as of that date.

Section 7.13 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. 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 Highly 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.

Section 7.14 MINIMUM DISTRIBUTION REQUIREMENTS

(a) General Rules

(1) Precedence and Effective Date. Subject to the joint and survivor annuity requirements of Section 7.04, the requirements of this Section shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Except as provided in the Adoption Agreement, the provisions of this Section apply to calendar years beginning after December 31, 2005.

(2) Construction. All distributions required under this Section shall be determined and made in accordance with Code section 401(a)(9), including the incidental death benefit requirement in Code section 401(a)(9)(G), and the Income Tax Regulations thereunder. Nothing contained in this Section shall be deemed to create a type of benefit or form of benefit (including, but not limited to, elections to change annuity periods in Subsection (f) or elections specified in Subsection (j)) to any class of Participants and/or Beneficiaries that is not otherwise permitted by the Plan.

(3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:

- (A) the life of the Participant,
- (B) the joint lives of the Participant and a designated beneficiary,
- (C) a period certain not extending beyond the life expectancy of the Participant, or
- (D) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

(b) Time and Manner of Distribution.

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

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

(A) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as otherwise provided, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, except as otherwise provided, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this Subsection (b)(2), other than Subsection (b)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (b)(2) and Subsection (e), unless Subsection (b)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If Subsection (b)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (b)(2)(A). If distributions under an annuity meeting the requirements of this Section commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c), (d) and (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and Treas. Reg. section 1.401(a)(9). Any part of the Participant's interest which is in the form of an individual account described in Code section 414(k) will be distributed in a manner satisfying the requirements of Code section 401(a)(9) and Treas. Reg. section 1.401(a)(9) that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. 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:

(A) the annuity distributions will be paid in periodic payments made at uniform intervals not longer than one year;

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Subsection (d) or (e);

(C) once payments have begun over a period, the period will be changed only in accordance with Subsection (f);

(D) payments will either be nonincreasing or increase only as follows:

(i) by an annual percentage increase that does not exceed the percentage increase in an eligible cost-of-living index for a 12-month period ending in the year during which the increase occurs or a prior year;

(ii) by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the annuity starting date, or if later, the date of the most recent percentage increase;

(iii) by a constant percentage of less than 5 percent per year, applied not less frequently than annually;

(iv) as a result of dividend or other payments that result from actuarial gains, provided: (a) actuarial gain is measured not less frequently than annually, (b) the resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or

paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured), (c) the actuarial gain taken into account is limited to actuarial gain from investment experience, (d) the assumed interest rate used to calculate such actuarial gains is not less than 3 percent, and (e) the annuity payments are not increased by a constant percentage as described in (iii) of this Subsection (c)(1)(D);

(v) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period described in Subsection (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code section 414(p);

(vi) to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code section 411(a)(7)) calculated as of the annuity starting date using the applicable interest rate and the applicable mortality table (or, if greater, the total amount of employee contributions) over the total of payments before the Participant's death;

(vii) to allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death; or

(viii) to pay increased benefits that result from a plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(2)(A) or (B)) is the payment that 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. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such benefit accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. 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 Treas. Reg. section 1.401(a)(9)-6, Q&A 2(c)(2), in the manner described in Q&A 2(c)(1) to determine the applicable percentage. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(2) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-2 for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-2 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life

annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Subsection (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death.

(1) Death After Distributions Begin. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Section, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(2) Death Before Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as otherwise provided, if the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection (b)(2)(A) or (B), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Subsection (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(2)(A).

(f) Changes to Annuity Payment Period.

(1) Permitted Changes. An annuity payment period may be changed only in association with an annuity payment increase described in Subsection (c)(1)(D) or in accordance with Subsection (f)(2).

(2) Reannuitization. An annuity payment period may be changed and the annuity payments modified in accordance with that change if the conditions in Subsection (f)(3) are satisfied and:

(A) the modification occurs when the Participant retires or in connection with a plan termination;

(B) the payment period prior to modification is a period certain without life contingencies; or

(C) the annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a designated beneficiary, the Participant's spouse is the sole designated beneficiary, and the modification occurs in connection with the Participant's becoming married to such spouse.

(3) Conditions. The conditions in this Subsection (f)(3) are satisfied if:

(A) the future payments after the modification satisfy the requirements of Code section 401(a)(9), Treas. Reg. section 1.401(a)(9) and this Section (determined by treating the date of the change as a new annuity starting date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);

(B) for purposes of Code sections 415 and 417, the modification is treated as a new annuity starting date;

(C) after taking into account the modification, the annuity (including all past and future payments) satisfies the requirements of Code section 415 (determined at the original annuity starting date, using the interest rates and mortality tables applicable to such date); and

(D) the end point of the period certain, if any, for any modified payment period is not later than the end point available to the employee at the original annuity starting date under Code section 401(a)(9) and this Section.

(g) Payments to a Surviving Child.

(1) Special rule. For purposes of this Section, payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) may be treated as if such payments were made to the surviving spouse to the extent the payments become payable to the surviving spouse upon cessation of the payments to the child.

(2) Age of majority. For purposes of this Section, a child shall be treated as having not reached the age of majority if the child has not completed a specified course of education and is under the age of 26. In addition, a child who is disabled within the meaning of Code section 72(m)(7) when the child reaches the age of majority shall be treated as having not reached the age of majority so long as the child continues to be disabled.

(h) Definitions.

(1) Actuarial Gain. The difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

(2) Designated Beneficiary. The individual who is designated by the Participant (or the Participant's surviving spouse) as the beneficiary of the Participant's interest under the Plan and who is the designated beneficiary under Code section 401(a)(9) and Treas. Reg. section 1.401(a)(9)-4.

(3) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(2).

(4) Eligible cost-of-living index. An index described in paragraphs (b)(2), (b)(3) or (b)(4) of Treas. Reg. section 1.401(a)(9)-6, Q&A-14.

(5) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. section 1.401(a)(9)-9, Q&A-1.

(i) TEFRA Section 242(b)(2) Elections.

(1) Notwithstanding the other requirements of this Section and subject to the joint and survivor annuity requirements, distribution on behalf of any employee, including a 5-percent owner, who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "Section 242(b)(2) Election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(A) The distribution by the Plan is one which would not have disqualified such Plan under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the employee whose interest in the Plan is being distributed or, if the employee is deceased, by a beneficiary of such employee.

(C) Such designation was in writing, was signed by the employee or the beneficiary, and was made before January 1, 1984.

(D) The employee had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the employee or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the employee's death, the beneficiaries of the employee listed in order of priority.

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

(3) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the employee, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in Subsections (i)(1)(A) and (E).

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

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

(j) Application of 5-Year Rule.

(1) Election to Apply 5-Year Rule to Distributions to Designated Beneficiaries. If the Participant dies before distributions are required to begin and there is a designated beneficiary, distributions to the designated beneficiary are not required to begin by the date specified in Subsection (b)(2), but the Participant's entire interest may be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole designated

beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(2) Election to Allow Participants or Beneficiaries to Elect 5-Year Rule. Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Subsection (b)(2) and Subsection (d)(2) applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Subsection (b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor beneficiary makes an election under this Section, distributions will be made in accordance with Subsections (b)(2) and (d)(2).

(3) Election to Allow Designated Beneficiary Receiving Distributions Under 5-Year Rule to Elect Life Expectancy Distributions. A designated beneficiary who is receiving payments under the 5-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003, or the end of the 5-year period.

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, 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. Effective for plan loans made on or before December 31, 2001, 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 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. To the extent permitted in the Adoption Agreement, the Plan Administrator may direct the Trustee to apply for and purchase life insurance contracts on Participants as 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 upon the written direction from the Investment Fiduciary pursuant to Sections 10.05 and 10.06. 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 on 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

This Article 11 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. If the Plan is Top-Heavy in a Plan Year, the provisions of Article 11 will supersede any conflicting provisions in the Plan. 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 (b), (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.

- (b) No accrual shall be provided pursuant to Subsection (a) above for a year in which the Plan does not benefit any Key Employee or former key employee.
- (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) Benefits under other Plans. The minimum benefit requirement discussed in Subsection 11.02(a) may be met solely or partially in another plan. If the minimum benefit requirement of this Section 11.02 for any Plan Year is met partially in another plan, this Plan may offset the minimum required benefit in Subsection 11.02(a) by the amount allocated in or the benefit accrued in the other plan.

(e) 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.

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 also 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 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.

Section 12.08 WRITTEN COMMUNICATION

To the extent permitted by applicable Treasury and/or Department of Labor Regulations and accepted by the Plan Administrator, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

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, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code section 412(c)(8) (for Plan Years beginning on or before December 31, 2007) or Code section 412(d)(2) (for Plan Years beginning after December 31, 2007), or to the extent permitted under Treas. Reg. section 1.411(d)-3 and 1.411(d)-4. 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, in the case of an employee who is a Participant as of the later of the date such amendment or change is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such employee's employer-provided accrued benefit will not be less than the percentage computed under the plan without regard to such amendment or change. Furthermore, 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.

With respect to benefits accrued as of the later of the adoption or effective date of the amendment, the vested percentage of each Participant will be the greater of the vested percentage under the old vesting schedule or the vested percentage under the new vesting schedule. 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.

(e) Amendment to Other Vesting Provisions.

(1) Except as provided in Subsection (e)(2), a plan amendment may not decrease a Participant's accrued benefits, or otherwise place greater restrictions or conditions on a Participant's rights to Code section 411(d)(6) protected benefits, even if the amendment merely adds a restriction or condition that is permitted under the vesting rules in Code section 411(a)(3) through (11).

(2) An amendment described in Subsection (e)(2) does not violate Code section 411(d)(6) to the extent: (i) it applies with respect to benefits that accrue after the applicable amendment date; or (ii) the plan amendment changes the Plan's vesting computation period and it satisfies the applicable requirements under 29 CFR 2530.203-2(c).

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 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 accrual 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.