STATE BANKERS ASSOCIATION

MASTER DEFINED BENEFIT PENSION PLAN

(March, 2018)

Basic Plan Document No. 04

TABLE OF CONTENTS

Page

ARTICLE I
Definition of Terms

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The form of this Master Defined Benefit Pension Plan and its related Trust have been designed to comply with the requirements of the Internal Revenue Code, as amended and the 2012 Cumulative List of Changes in Plan Qualification Requirements. This Plan has been submitted to the Internal Revenue Service for approval as to form as a qualified retirement plan under Section 401 of the Internal Revenue Code for use by Employer members of the Virginia Bankers Association and Employer members of other state banking associations that have negotiated its use with Benefits Corporation. A letter of acceptability from the Internal Revenue Service has been issued by the Internal Revenue Service.

The Plan is intended to be a Replacement Plan for the Virginia Bankers Association Master Defined Benefit Pension Plan Basic Plan and Trust Document No. 01 dated January, 2008 for which a letter of acceptability was issued by the Internal Revenue Service on March 31, 2010. Prior to January 1, 2021, the Plan was known as the Virginia Bankers Association Master Defined Benefit Pension Plan.

A Cash Balance feature has been added to the Plan to replace the Virginia Bankers Association Model Cash Balance Pension Plan document and related Adoption Agreement.

An Employer desiring to adopt this Plan should adopt it without change, except for completion of the necessary information in the Adoption Agreement, and should properly notify all interested parties in accordance with Internal Revenue Service procedures. Neither the Virginia Bankers Association, other state banking associations that have negotiated its use, nor the Virginia Bankers Association Benefits Corporation can guarantee that any Plan adopted by an Employer will be deemed to satisfy, or will actually satisfy, the qualified plan requirements of the Internal Revenue Code.

Employers considering the use of this Plan must recognize that neither the Virginia Bankers Association, other state banking associations that have negotiated its use nor the Virginia Bankers Association Benefits Corporation nor their employees or representatives can give any legal advice as to the acceptability or application of this Plan in any particular situation. The qualification of a retirement plan, both upon its establishment and in operation, and the related tax consequences are the responsibilities of the Employer and its own legal counsel.

STATE BANKERS ASSOCIATION

MASTER DEFINED BENEFIT PENSION PLAN

(March, 2018)

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ARTICLE I
Definition of Terms

The following words and terms as used herein shall have the meaning set forth below, unless a different meaning is clearly required by the context:

1.1 **"Account"**: The notional account established and maintained for each Account Balance Participant, consisting of an opening balance determined pursuant to subparagraph 4.2(b) (or, in the case of a rehired Participant, as described in subparagraphs 4.2(g) and 4.2(i)) as adjusted for Interest Credits as described in subparagraph 4.2(c) and Pay Credits as described in subparagraphs 4.2(d) and 4.2(e). When applying to the Account any limitation of minimum benefit provision under the Plan or Code that is expressed as an annuity, the limitation and/or minimum benefit shall be applied to an annuity derived from the Account that is payable at the time and in the form corresponding to the Plan or Code limitation or minimum benefit determined under the terms of the Plan. Benefits provided under the Plan shall be paid from the general assets of the Trust in the amounts in the forms, and at the times provided, under the terms of the Plan.

1.2 **"Account Balance Participant"**: A Participant who is not a Traditional Participant.

1.3 **"Accrued Benefit"**:

1.3(a) In the case of a Traditional Participant in a Unit Credit Plan, that benefit determined under the provisions of paragraph 4.1 and Option 7 of the Adoption Agreement to which a Participant is entitled.

1.3(b) In the case of a Traditional Participant in a Cash Balance Plan, such Traditional Participant's Accrued Benefit determined under the terms of the Plan as of the date such Traditional Participant ceased to be an Employee.

1.3(c) In the case of an Account Balance Participant, as of any determination date (on or prior to the Normal Retirement Date), the lifetime annuity in the normal form of benefits as described in paragraph 4.2 commencing at a Participant's Normal Retirement Date, calculated by projecting the Participant's Account Balance to his Normal Retirement Date with Interest Credits at the rate in effect at the determination date and converting the projected account to an Actuarial Equivalent benefit payable in a single life annuity payable monthly for the life of the Participant, commencing on his Normal Retirement Date. A Participant's Accrued Benefit shall not be considered to be reduced in violation of Section 411(d)(6) of the Code merely because the Participant's Accrued Benefit fluctuates with the Interest Credit stated in subparagraph 4.2(c) or the interest and mortality rates used to determine the actuarially equivalent benefit under the Plan.

1.3(d) In the case of an Account Balance Participant who became a Participant prior to the Effective Date of the Cash Balance Conversion, the Accrued Benefit shall not be less than the sum of the Grandfathered Benefit, plus the Account Balance Participant's Accrued Benefit for Years of Service after

the effective date of the Cash Balance Conversion, determined under the terms of the Plan as in effect after the Cash Balance Conversion.

1.4 **"Act"**: The Employee Retirement Income Security Act of 1974, as the same may be amended from time to time, or the corresponding sections of any subsequent legislation which replaces it, and, to the extent not inconsistent therewith, the regulations issued thereunder.

1.5 **"Active Participant"**: A Participant who is an Eligible Employee.

1.6 **"Actuarial Equivalent"** or **"Actuarial Value"**:

1.6(a) In the case of a Traditional Participant:

(i) In the case of actual or deemed benefit payments to such Participant, a benefit of equivalent value to his Accrued Benefit commencing on such Participant's Normal Retirement Date (or as otherwise provided in subparagraph 4.1(a)),

(ii) In the case of a Pre-Retirement Spouse's Death Benefit commencing to such Participant's Spouse, a benefit of equivalent value to such Death Benefit commencing on such Spouse's Earliest Commencement Date (as determined pursuant to paragraph 7.3 or clause (i) of subparagraph 7.4(a)), and

(iii) For any other purpose, an amount or benefit of equivalent value to another benefit or amount, based on the form(s) (which term is intended to include the time(s)) of payment involved,

all as determined pursuant to ARTICLE XX and the applicable sections of the Plan.

1.6(b) In the case of an Account Balance Participant, the amount of any form of benefit will be the actuarial equivalent of the Participant's Account as of the Participant's Annuity Starting Date as determined pursuant to ARTICLE XX and the applicable sections of the Plan.

1.7 **"Adjustment Factor"**: The cost of living adjustment factor prescribed by the Secretary of the Treasury or his delegate under Section 415(d) of the Code for years beginning after December 31, 1987, applied to such items and in such manner as the Secretary of the Treasury or his delegate shall prescribe.

1.8 **"Administrator"**: The Plan Administrator provided for in ARTICLE XIII hereof.

1.9 **"Adoption Agreement"**: The agreement, and any amendment thereto, which sets forth certain elections and representations of the Employer and by execution of which the Employer adopts the Plan. There is one Adoption Agreement (001).

1.10 **"Affiliate"**: The Employer and each of the following business entities or other organizations (whether or not incorporated) which during the relevant period is treated (but only for the portion of the period so treated and for the purpose and to the extent required to be so treated) together with the Employer as a single employer pursuant to the following sections of the Code (as modified where applicable by Section 415(h) of the Code):

(i) Any corporation which is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) which includes the Employer,

(ii) Any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code) with the Employer,

(iii) Any organization (whether or not incorporated) which is a member of an affiliated service group as defined in Section 414(m) of the Code) which includes the Employer, and

(iv) Any other entity required to be aggregated with the Employer pursuant to regulations under Section 414(o) of the Code.

1.11 **"Annuity Starting Date"**:

1.11(a) The first day of the first period for which a benefit is paid as an annuity or in any other form (as opposed to the actual date of payment). Notwithstanding the foregoing:

(i) The Annuity Starting Date shall not be considered delayed because actual benefit payment is delayed for reasonable administrative reasons as long as all benefit payments due are actually made.

(ii) The Plan shall not provide for retroactive Annuity Starting Dates.

(iii) The Plan may permit the Annuity Starting Date to be before the date any affirmative distribution election is made by the Participant (and before the date that distribution is permitted to commence under clause (iv) of subparagraph 8.5(f) of the Plan, provided that, except in the case of reasonable administrative delay, distributions commence not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) after the notice or explanation required by subparagraph 8.5(a) is provided.

1.11(b) For purposes of the Plan, a "retroactive Annuity Starting Date" is an Annuity Starting Date affirmatively elected by a Participant that is on or before the date the written explanation required by Section 417(a)(3) of the Code and subparagraph 8.5(a) of the Plan is provided to the Participant.

1.12 **"Association"**: The Virginia Bankers Association, a non-stock corporation organized under the laws of the Commonwealth of Virginia.

1.13 **"Beneficiary"**: The person or persons designated by a Participant or otherwise entitled pursuant to paragraph 8.9 to receive benefits under the Plan attributable to such Participant after the death of such Participant.

1.14 **"Benefits Corporation"**: The Virginia Bankers Association Benefits Corporation, a Virginia corporation which is a wholly owned subsidiary of the Association.

1.15 **"Board"**: The present and any succeeding Board of Directors of the Employer or Employers adopting this Plan, unless such term is used with respect to a particular Employer and its Employees or Participants, in which event it shall mean the present and any succeeding Board of Directors of that Employer.

1.16 **"Cash Balance Conversion"**: The amendment to the Plan after which the plan becomes a Cash Balance Plan and all or a portion of the Participant's Accrued Benefit under the Plan is determined under a cash balance formula.

1.17 **"Cash Balance Plan"**: The Plan to the extent that the Accrued Benefit is determined under a cash balance formula described in paragraph 4.2.

1.18 **"Code"**: The Internal Revenue Code of 1986, as the same may be amended from time to time, or the corresponding section of any subsequent Internal Revenue Code, and, to the extent not inconsistent therewith, regulations issued thereunder.

1.19 **"Compensation"**:

1.19(a) An Employee's annual remuneration (including Earned Income in the case of a Self-Employed Individual), or a prorated portion thereof in the event of a Plan Year which is less than twelve (12) months resulting from a change in the Plan Year for the Plan, received by or made available to the Employee as an Eligible Employee directly from the Employer (but not from any Affiliate which is not a participating employer unless otherwise expressly provided) and determined with respect to each Plan Year on the basis designated by the Employer in Option 7(b) or Option 8(g) of the Adoption Agreement.

1.19(b) Any such compensation in excess of the Compensation Limit for a Plan Year shall be disregarded.

1.19(c) For purposes of determining Compensation used in calculating the Accrued Benefit of a Participant, unless the Employer elects in Option 7(b) or Option 8(g) of the Adoption Agreement to have such amounts included, Compensation shall not include the amounts described in clause (ii) subparagraph 1.56(b).

1.19(d) If, prior to a restatement of a Cash Balance Plan, Compensation was based on the calendar year ending with or within the Plan Year, and the benefit accrual computation period of the Plan (which under this Plan is the Plan Year) is changed by reason of the adoption of this Plan as a Restated Plan, Compensation based on the calendar year ending with or within the Plan Year shall be prorated for purposes of determining Pay Credits and if applicable, Special Pay Credits for the short plan year by multiplying it by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve (12).

1.20 **"Compensation Limit"**: $200,000 (as adjusted by the Adjustment Factor).

1.20(a) When a Participant becomes subject to the Compensation Limit, the Accrued Benefit of the Participant at the end of the last Plan Year (or other stated computation period) immediately preceding the Plan Year (or other stated computation period) for which the limitation first applies shall not be reduced below his Accrued Benefit calculated as of the end of such last Plan Year (or other stated computation period) by reason of the application of such limitation hereunder.

1.20(b) In the event of a Plan Year which is less than twelve (12) months resulting from a change in the Plan Year of the Plan, the amount of the Compensation Limit shall be prorated by multiplying the otherwise applicable Compensation Limit for the short Plan Year, by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve (12).

1.20(c) In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding

12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For plan years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining a Participant's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is $150,000.

1.20(d) In addition to other applicable limitations set forth in the Plan and notwithstanding any other provisions of the Plan to the contrary, for Plan Years beginning after December 31, 2001, the annual compensation of each Participant taken into account in determining benefit accruals, shall not exceed $200,000. The $200,000 limit on annual compensation herein shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit for determination periods beginning before January 1, 2002, shall be $200,000.

1.21 **"Contract"**: A group annuity contract, deposit administration contract, immediate participation guarantee contract, or other investment-oriented or funding contract or agreement issued by an Insurer to hold the assets of the Plan.

1.22 **"Custodian"**: A fiduciary of the Plan appointed to hold all or part of the assets of the Fund and serving pursuant to the Trust Agreement.

1.23 **"Delayed Retirement Date"**: The date described in paragraph 5.2 of the Plan.

1.24 **"Disability Retirement Date"**: The date described in paragraph 5.4 of the Plan.

1.25 **"Early Retirement Date"**: The date described in paragraph 5.3 of the Plan.

1.26 **"Earned Income"**: The net earnings from self-employment with the Employer, for which personal services of the individual is a material income producing factor. Net earnings shall be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Section 164(f) of the Code. Net earnings shall not be reduced by employee elective salary reduction or similar deferral contributions otherwise excluded from compensation by reason of Section 402(g)(3) or 457(b) of the Code (and elective deferrals or contributions under any other sections of the Code covered by Section 415(c)(3)(D) of the Code).

1.27 **"Effective Date"**: The "Effective Date of the Plan", the "Effective Date of the Cash Balance Conversion", the "Effective Date of this Restatement of the Plan" and/or the "Effective Date of the 1976 Restatement of the Plan" with respect to each Employer shall be that date or dates specified in Option 3 of the Adoption Agreement.

1.28 **"Eligible Employee"**: Any Employee included within the definition of Eligible Employee as specified in Option 4(a) of the Adoption Agreement. Notwithstanding, if a person is engaged as an independent contractor or in a similar capacity or in an employment classification not covered by the Plan and is subsequently reclassified by the Employer, the Internal Revenue Service, a court, or otherwise as a common law employee or as an employee in an employment classification covered by the Plan, such person, for purposes of this Plan, shall be deemed an Eligible Employee from the actual (and not the effective) date of such reclassification, unless expressly provided otherwise by the Employer.

1.29 **"Employee"**: Any individual employed in the service of the Employer as a common law employee, any Owner-Employee and Self-Employed Individual, any sole proprietor or partner of a partnership constituting an Affiliate, and any Leased Employee (but only for the purpose and to the extent treated under Sections 414(n) or (o) of the Code as an employee of the Employer).

1.30 **"Employer"**:

1.30(a) That Employer, or those Employers all of which shall be members of the same controlled group which are treated as a single employer under Section 414(b) of the Code, named in Option 1 of the Adoption Agreement adopting the Plan as a participating employer through the same Adoption Agreement, collectively unless the context otherwise indicates, for as long as it remains a participating employer; and with respect to any Employee, any one or more of such Employers by which he is at any time employed (unless or to the extent otherwise specified by resolution of the Board or in a merger or acquisition agreement or plan approved the Board or in any applicable asset transfer, plan merger or consolidation or adoption agreement).

1.30(b) For purposes of determining:

(i) Service for all purposes of the Plan (other than for purposes of determining non-Top Heavy Plan benefit accrual, Eligible Employees and Years of Benefit Service unless otherwise specifically provided) and commencement of service and termination of employment with the Employer,

(ii) Employees, Highly Compensated Employees, Key Employees, and Leased Employees,

(iii) Top Heavy Plan status, contributions and benefits,

(iv) Total Compensation, and

(v) Any limitations of Accrued Benefits and Annual Benefits hereunder,

the term "Employer" shall include each Affiliate which during any year commencing after September 2, 1974 if the Plan was not maintained on or before such date, otherwise, during any year commencing after December 31, 1975, is treated as an Affiliate and each predecessor employer which maintained this Plan (but not beyond the time it ceased to maintain the Plan) within the meaning of Section 414(a) of the Code, but only for the portion of any such year or years so treated and for the purpose and to the extent required to be so treated.

1.30(c) For purposes of determining compensation and service with any business entity, or predecessor thereto, which is merged into an Employer, or a predecessor thereto, or all or substantially all the assets or the operating assets acquired by an Employer, or predecessor thereto, compensation from and service with such business entity and predecessor thereto shall be treated as compensation from and service with an Employer but only to the extent provided in Option 1(g) or (h) of the Adoption Agreement.

1.31 **"Fund":** The trust fund created under and subject to the Trust Agreement.

1.32 **"Grandfathered Benefit"**: An Account Balance Participant's "Accrued Benefit" under the Plan calculated as of the day before the Effective Date of the Cash Balance Conversion as specified in Option 3(d) of the Adoption Agreement based on the terms of the Plan as in effect on the day before the Effective Date of the Cash Balance Conversion as specified in Option 3(d) of the Adoption Agreement. The Grandfathered Benefit includes any early retirement benefits or retirement -type subsidies to which a Participant would have been entitled under the terms of the Plan as in effect on the day before the Effective Date of the Cash Balance Conversion as specified in Option 3(d) of the Adoption Agreement based on his actual Annuity Starting Date.

1.33 **"Highly Compensated Employee"**:

1.33(a) An individual who is considered a "highly compensated employee" with respect to the Employer within the meaning of Section 414(q) of the Code; and, to the extent not inconsistent therewith, any Employee who is considered a Highly Compensated Active Employee or a Highly Compensated Former Employee for the Determination Year ending with or within such Plan Year, defined as follows:

(i) The term "Highly Compensated Active Employee" means, with respect to a Determination Year, an Employee who is an Active Employee during the Determination Year and who either:

(A) Was at any time a more than five percent (5%) owner of the Employer (as defined for purposes of determining Key Employees) for the Determination Year or the Look-Back Year, or

(B) Received Total Compensation in excess of $80,000 (as adjusted by the Adjustment Factor, but with the base period being the calendar quarter ending September 30, 1996) and, at the election (the "top-paid group election") of the Employer in accordance with Section 414(q) of the Code, was a member of the twenty percent (20%) top-paid group of Employees for the Look-Back Year.

Unless specifically elected by the Employer in Option 4(b)(1) of the Adoption Agreement, the top-paid group election is declined.

(ii) The term "Highly Compensated Former Employee" means:

(A) With respect to a Determination Year, a Former Employee who has had a Separation Year prior to the Determination Year and who was a Highly Compensated Active Employee for either such Separation Year or any Determination Year ending on or after his attainment of the age of fifty-five (55) (based on the rules under Section 414(q) in effect for the applicable Separation Year or Determination Year).

(B) Notwithstanding the foregoing, an Employee shall not be treated as a Highly Compensated Former Employee by reason of having a Deemed Separation Year after such Employee actually separates from service with the Employer if, after such Deemed Separation Year and before his Actual Separation Year, his services for the Employer and Total Compensation for a Determination Year increase significantly so that the Employee is treated as having a Deemed Resumption of Employment.

1.33(b) For purposes hereof:

(i) The term "Active Employee" means, with respect to a Determination Year, a current Employee who performs services for the Employer as an Employee at any time during the Determination Year.

(ii) The term "Deemed Resumption of Employment" means an increase in both services performed for the Employer as an Employee and Total Compensation, based on the facts and circumstances, and at a minimum shall include an increase in Total Compensation to the extent that such increased Total Compensation would not result in a Deemed Separation Year.

(iii) The term "Determination Year" means the Plan Year.

(iv) The term "Former Employee" means, with respect to a Determination Year, a current or former Employee who performs no services for the Employer as an Employee during the Determination Year.

(v) The term "Look-Back Year" means (I) the year immediately preceding the Determination Year in question for purposes of determining more than five percent (5%) owners of the Employer and (II) the calendar year beginning immediately before the Determination Year in question for purposes of determining Employees who received Total Compensation in excess of $80,000 (as adjusted by the Adjustment Factor), provided, however, that the Look-Back Year shall be the year immediately preceding the Determination Year in question for all purposes unless the Employer elects to use the calendar year beginning immediately before the determination years beginning in such calendar year as the look-back year with respect to all determination years beginning in such calendar year for all of the retirement plans and nonretirement plans (which for this purpose are employee benefit arrangements to which the definition of highly compensated employees under Section 414(q) of the Code is applicable and which are not plans qualified under Section 401(a) or 403(a) of the Code or described in Section 403(b) or 408(k) of the Code) sponsored by the Employer. Unless a specific election is made by the Employer in Option 4(b)(2) of the Adoption Agreement, the Employer will use calendar year data to determine Highly Compensated Employees.

(vi) The term "Separation Year" means:

(A) An "Actual Separation Year" which is a Determination Year in which a Former Employee last performed services for the Employer as an Employee prior to becoming a Highly Compensated Former Employee; or

(B) A "Deemed Separation Year" which is a Determination Year prior to the Employee's attainment of the age of fifty-five (55) in which he is an Active Employee and in which his Total Compensation is less than fifty percent (50%) of his average annual Statutory Compensation for the three (3) consecutive calendar years preceding the Determination Year during which his Total Compensation was the highest (or the total period of the Employee's service with the Employer if less). A Deemed Separation Year is relevant for purposes of determining whether an Employee is a Highly Compensated Former Employee after he has an Actual Separation Year, but is not relevant for purposes of identifying him as an Active or Former Employee.

1.33(c) For purposes hereof:

(i) The Adjustment Factor for a Determination Year or a Look-Back Year shall be applied on the basis of the calendar year in which such Determination Year or Look-Back Year begins.

(ii) The Administrator may adopt any rounding or tie-breaking rules it desires in making relevant determinations so long as such rules are reasonable, non-discriminatory and uniformly and consistently applied.

(iii) An Employee is a member of the twenty percent (20%) top-paid group for a year if he is one of the top twenty percent (20%) of Active Employees for the year when ranked on the basis of descending Total Compensation for such year (whether or not the Employee in question is excluded in determining the number of Employees in the twenty percent (20%) top-paid group). For this purpose, if bargaining unit Employees are not taken into account in determining the number of Employees in the twenty percent (20%) top-paid group pursuant to clause (iv)(E) of this subparagraph, they also shall not be taken into account in determining other Employees who are in twenty percent (20%) top-paid group.

(iv) For purposes of determining the number of persons in the twenty percent (20%) top-paid group and the number of persons who may be considered officers for a year, the following rules shall apply:

(A) The number of Employees who are in the twenty percent (20%) top-paid group for a year is twenty percent (20%), rounded to the nearest integer, of the total number of Active Employees who are not excluded Employees for such year.

(B) The number of Employees equal to ten percent (10%) of total Employees for a year is ten percent (10%), rounded to the nearest integer, of the total number of Active Employees who are not excluded Employees for such year.

(C) All Former Employees for the year are excluded.

(D) Employees who are non-resident aliens and who receive no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer that constitutes income from sources within the United States for the year are excluded.

(E) Employees who are in a unit of employees covered by a collective bargaining agreement between the Employer and employee representatives for the year are excluded if and only if ninety percent (90%) or more of the total Employees for the year are covered by a collective bargaining agreement with the Employer and the Active Participants in the Plan do not include any such bargaining unit Employees.

(F) Employees shall not be excluded on the basis of age or length of prior service.

(v) If any Plan Year is a period of less than twelve (12) months, then any dollar amount referred to in this paragraph shall be prorated by multiplying the otherwise applicable dollar amount for such Plan Year by a fraction, the numerator of which is the number of months in such Plan Year and the denominator of which is twelve (12).

1.34 **"Hour of Service"**:

(i) Each hour for which an Employee is paid by the Employer, or entitled to payment, for the performance of duties for the Employer or for periods during which no duties are required to be performed, including each hour for which credit has not theretofore been given and for which back

pay, irrespective of mitigation of damages, has either been awarded or agreed to by the Employer, as specifically provided in ARTICLE XVII and

(ii) Solely for purposes of determining Years of Broken Service, each hour of absence from work due to pregnancy, childbirth, adoption or related child care, all as more specifically provided in ARTICLE XVII and in Option 13 of the Adoption Agreement.

(iii) An Employer may provide different rules for determining Hours of Service for different classes of Eligible Employees by completing a separate Option 13 of the Adoption Agreement for each different class of Eligible Employee so long as the Plan continues to meet applicable non-discrimination rules

1.35 **"Inactive Participant"**: A Participant who is not an Eligible Employee.

1.36 **"Insurer"**: Any insurance company which issues a Contract to hold assets of the Plan or a Policy to provide for payment of benefits under the Plan.

1.37 **"Interest Credit"**: A credit made to the Account of an Account Balance Participant pursuant to subparagraph 4.2(c) and Option 8(a) or (b) of the Adoption Agreement. Notwithstanding Option 8(a) or (b) of the Adoption Agreement, Interest Credits for periods after the termination of the Plan shall be equal to the average of the Interest Credit rates used under the Plan during the 5-year period ending on the date of Plan termination.

1.38 **"Investment Manager":** A fiduciary of the Plan appointed in accordance with the terms of the Trust Agreement to manage all or part of the assets of the Fund and qualifying as an "investment manager" within the meaning of Section 3(38) of the Act.

1.39 **"Key Employee"**:

1.39(a) Any Employee or former Employee (or his Beneficiary if he is deceased) considered to be a "key employee" with respect to the Employer at the time in question within the meaning of Section 416(i)(1) of the Code; and to the extent not inconsistent therewith, any Employee or former Employee (or his Beneficiary if he is deceased) who at any time during the Plan Year containing the applicable determination date for such Plan Year is either:

(i) One of the fifty (50) (or if less, the greater of three (3) or ten percent (10%) of total Employees, as determined for purposes of determining Highly Compensated Employees) officers of the Employer having the largest annual Total Compensation during any such Plan Year and having Total Compensation in excess of $130,000 (as adjusted under Section 416(i)(1)(A) of the Code in $5,000 increments by the applicable Adjustment Factor on the basis of a base period of the calendar quarter beginning July 1, 2001)

(ii) A more than five percent (5%) owner of the Employer; or

(iii) A more than one percent (1%) owner of the Employer having an annual Total Compensation of more than $150,000.

1.39(b) In determining ownership in the Employer for purposes hereof the constructive ownership rules of Section 318 of the Code (as modified by Section 416(i)(1)(B)(iii) of the Code) shall apply, and the rules of Sections 414(b), (c), (m) and (o) of the Code shall not apply.

1.39(c) If any Plan Year is a period of less than twelve (12) months, then any dollar amount referred to in this paragraph shall be prorated by multiplying the otherwise applicable dollar amount for such Plan Year by a fraction, the numerator of which is the number of months in such Plan Year and the denominator of which is twelve (12).

1.40 **"Leased Employee"**:

1.40(a) An individual who is considered a leased employee of the Employer within the meaning of Section 414(n)(2) of the Code and, to the extent not inconsistent therewith, any person:

(i) Who, pursuant to an agreement between the recipient Employer and any other person (the "leasing organization"), has performed services for the recipient Employer or for the recipient Employer and related persons (determined in accordance with Section 414(n)(6) of the Code),

(ii) Whose services are performed on a substantially full-time basis for a period of at least one year, and

(iii) Whose services are performed under the primary control or direction of the recipient Employer.

1.40(b) Notwithstanding the foregoing, if such leased employees constitute less than twenty percent (20%) of the Employer's non-highly compensated work force within the meaning of Section 414(n)(1)(C)(ii) of the Code, individuals otherwise considered to be Leased Employees shall not include those leased employees covered by a plan described in Section 414(n)(5) of the Code (unless otherwise provided by the terms of the Plan) and, to the extent not inconsistent therewith, which:

(i) Is maintained by the leasing organization,

(ii) Is a money purchase pension plan with a non-integrated employer contribution rate of at least ten percent (10%) of compensation,

(iii) Provides full and immediate vesting, and

(iv) Provides for immediate participation by each employee of the leasing organization (other than employees who perform substantially all their services for the leasing organization or whose compensation from the leasing organization in each of the four (4) Plan Years ending with the Plan Year in question is less than $1,000).

For purposes hereof, "compensation" means compensation as defined in Section 415(c)(3) of the Code but including amounts contributed pursuant to a salary reduction agreement which are excludable from an employee's gross income under Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b) of the Code.

1.40(c) Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to service performed for the recipient Employer or related persons (determined in accordance with Section 414(n)(6) of the Code) shall be treated as provided by the recipient Employer.

1.41 **"Non-Highly Compensated Employee"**: Any Employee who is not a Highly Compensated Employee.

1.42 **"Non-Key Employee"**: Any Employee (including the Beneficiary of such Employee) who is not a Key Employee.

1.43 **"Normal Retirement Age"**: The age selected by the Employer in Option 4(c) of the Adoption Agreement.

1.44 **"Normal Retirement Date"**: The date described in paragraph 5.1 of the Plan.

1.45 **"Owner-Employee"**: With respect to the Employer, an individual who is a sole proprietor, or who is a partner owning more than a ten percent (10%) interest in either the capital or the profits of a partnership.

1.46 **"Participant"**: An Eligible Employee or other person qualified to participate in the Plan for so long as he is considered a Participant as provided in ARTICLE II hereof. A Participant may be designated as a Traditional or Account Balance Participant depending on the applicable benefit formula used to determine their Accrued Benefit.

1.47 **"Pay Credit"**: A credit made to the Account of an Account Balance Participant pursuant to subparagraphs 4.2(d) and 4.2(e) and Options 8(c) and 8(e) of the Adoption Agreement.

1.48 **"Plan"**: This Agreement, including the Appendices hereto, as contained herein or duly amended all as adopted by the Employer through the Adoption Agreement. The Plan may be referred to as a "Unit Credit Plan" if the Accrued Benefit Formula described in Option 7 is applied or a "Cash Balance Plan" if the Accrued Benefit formula described in Option 8 is applied.

1.49 **"Plan Year"**: A twelve consecutive month period commencing upon the applicable date set forth in Option 4(d) of the Adoption Agreement.

1.50 **"Policy"**: A group or individual policy, contract or other agreement (including a certificate) issued by an Insurer which is not a Contract and which is obtained to provide for the accumulation and/or payment of benefits under the Plan.

1.51 **"QDRO"**: A qualified domestic relations order within the meaning of Section 414(p) of the Code and as determined by the Administrator pursuant to the Plan.

1.52 **"Restated Plan"**: The Plan, if it is indicated in Option 3(b) of the Adoption Agreement that the Plan is adopted as an amendment or restatement of a previously existing defined benefit pension plan.

1.53 **"Self-Employed Individual"**: An individual who has Earned Income for a taxable year from the trade or business for which the Plan was established and an individual who would have Earned Income but for the fact that the trade or business for which the Plan was established had no net profits during the taxable year.

1.54 **"Spouse" or "spouse"**:

1.54(a) Except as provided below in this paragraph, for all purposes of the Plan, including qualifying as a Beneficiary or to receive survivor or death benefits under the Plan, waiving spousal rights and providing spousal consents, the individual to whom a Participant is married on his date of death. The determination of the marital status of a Participant shall be made pursuant to applicable local law.

1.54(b) For the purpose of qualifying to receive survivor annuity or death benefits under the Plan and waiving spousal rights and providing spousal consents pursuant to the Plan, an individual shall be considered a "Spouse" of a Participant only if the Participant was married to that individual:

(i) On his Annuity Starting Date, or

(ii) If he has not reached his Annuity Starting Date, on his date of death.

1.54(c) Notwithstanding the forgoing,

(i) For periods prior to June 26, 2013, the term spouse only includes an individual married to a person of the opposite sex; and

(ii) For periods beginning on or after June 26, 2013, the term spouse shall include an individual married to a person of the same sex that was lawfully married under state law, regardless of domicile.

1.54(d) A Participant's former spouse shall continue to be considered married to the Participant and a spouse, and a Participant's current spouse shall be considered not married to the Participant, to the extent provided under a QDRO.

1.55 **"Top Heavy Plan"**: The Plan, if the sum of the present values of the cumulative Accrued Benefits of Key Employees under the Plan, and the present values of the cumulative accrued benefits of Key Employees under all plans aggregated with it, exceeds sixty percent (60%) of the aggregate of the present value of the cumulative Accrued Benefits under this Plan and accrued benefits under such plan(s) at the applicable determination date. For purposes hereof, aggregation, accrued benefits (including Accrued Benefits) taken into account, the determination date and all other standards and criteria for determining top-heaviness under this Plan and such other plan(s) shall be determined under Section 416 of the Code and the regulations thereunder. ARTICLE XVIII will apply for purposes of determining whether the Plan is a Top Heavy Plan. If a Plan is a Top Heavy Plan, the applicable Top Heavy Plan provisions of paragraph 4.4, subparagraph 6.2(b) of the Plan and Option 10 of the Adoption Agreement shall supersede any conflicting provision in the Plan or Adoption Agreement.

1.56 **"Total Compensation"**:

1.56(a) For Plan Years (or Limitation Years, as applicable) beginning on or after July 1, 2007, with respect to a Self-Employed Individual, such individual's Earned Income. Otherwise, the total compensation from the Employer received by or made available to an Employee determined as selected in Option 4(e) of the Adoption Agreement to be either (i), (ii) or (iii):

(i) Information required to be Reported under Sections 6041, 6051 and 6052 of the Code (Wages, Tips and Other Compensation as reported on Form W-2). Wages as defined in Section 3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employee's trade or business) for which the Employer is required to furnish the Employee a written statement under Sections 6041(d) and 6051(a)(3), and Section 6052 of the Code. Compensation must be determined without regard to any rules under Section 3401(a) that limited the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code but including employee elective salary reduction or similar deferral contributions excluded from W-2 compensation by reason of Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) of the Code (and elective deferrals or contributions under any other sections of the Code covered by Section 415(c)(3)(D) of the Code), and

(ii) Section 3401(a) Wages. Wages as defined in Section 3401(a) of the Code for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code) but including employee elective salary reduction or similar deferral contributions excluded from W-2 compensation by reason of Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) of the Code (and elective deferrals or contributions under any other sections of the Code covered by Section 415(c)(3)(D) of the Code), and

(iii) Section 415 Safe-harbor Compensation. Wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements, or other expense allowances under a nonaccountable plan as described in Section 1.62-2(c) of the Inc. Tax Regulations)), but including employee elective salary reduction or similar deferral contributions excluded from W-2 compensation by reason of Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) of the Code (and elective deferrals or contributions under any other sections of the Code covered by Section 415(c)(3)(D) of the Code), and excluding the following:

(A) Employer contributions (other than elective contributions described in Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b) of the Code) to a plan of deferred compensation (including a simplified employee pension described in Section 408(k) of the Code or simple retirement account described in Section 408(p) of the Code, and whether or not qualified) to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified), unless the Employer elects in Option 4(e) of the Adoption Agreement, to include amounts received and includible in gross income during the year by an Employee pursuant to a nonqualified unfunded deferred compensation plan;

(B) Amounts realized from the exercise of a nonstatutory stock option (i.e., an option other than a statutory stock option as defined in Section 1.421-1(b) of the Inc. Tax Regulations), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(C) Amounts realized from the sale, exchange or other disposition of stock acquired under statutory stock option;

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

(E) Other items of remuneration that are similar in nature to any of the items listed in (A) through (D).

The total compensation described in clause (iii) of this subparagraph may be referred to as "415 safe-harbor compensation".

1.56(b) Notwithstanding the foregoing, the following rules shall also apply in determining Total Compensation for Plan Years (or Limitation Years, as applicable) beginning on or after July 1, 2007:

(i) Amounts earned but not paid during a Plan Year (or Limitation Year, as applicable) solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year (or Plan Year, as applicable) when paid.

(ii) Amounts paid by the later of two and one-half (2-1/2) months after severance from employment or the end of the Plan Year (or Limitation Year, as applicable) that includes the date of severance from employment shall be included in Total Compensation for the Plan Year (or Limitation Year, as applicable) if such payments would have been paid to the Employee while the Employee continued in employment with the Employer absent the severance from employment and such amounts are regular compensation, commissions, bonuses or other similar compensation.

(iii) Amounts paid by the later of two and one-half (2-1/2) months after severance from employment or the end of the Plan Year (or Limitation Year, as applicable) that includes the date of severance from employment shall not be included in Total Compensation for the Plan Year (or Limitation Year, as applicable) if such amounts are for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

(iv) Amounts paid by the later of two and one-half (2-1/2) months after severance from employment or the end of the Plan Year (or Limitation Year, as applicable) that includes the date of severance from employment shall not be included in Total Compensation for the Plan Year (or Limitation Year, as applicable) if such amounts are 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.

(v) Amounts paid to an individual who does not currently perform services for the Employer by reason of Qualified Military Service described in paragraph 4.9 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 (differential wage payments under Section 3401(h) of the Code) shall be included in Total Compensation.

(vi) Post-severance compensation paid to any Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code) shall not be included in Total Compensation.

(vii) Deemed Section 125 Compensation shall not be included in Total Compensation. "Deemed Section 125 Compensation" is an amount that is excludable under Section 106 of the Code that is not available to a Participant in cash in lieu of group health coverage under a Section 125 of the Code 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.

(viii) For purposes of determining Highly Compensated Employees and Key Employees, Total Compensation shall not include amounts paid as compensation to nonresident aliens who do not participate in the Plan to the extent the compensation is excludable from gross income and not effectively connected with a U.S. trade or business.

1.56(c) Back pay within the meaning of Section 1.415(c)-(2)(g)(8) of the Inc. Tax Regulations shall be treated as Total 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 in this definition.

1.56(d) Effective for Limitation Years beginning on or after July 1, 2007, an Employee's Total Compensation shall be limited by the Compensation Limit for all purposes other than determining Highly Compensated Employees and Key Employees.

1.57 **"Traditional Participant"**:

1.57(a) A Participant in a Unit Credit Plan

1.57(b) A Participant in a Cash Balance Plan who does not have an Hour of Service on or after the Effective Date of the Cash Balance Conversion as specified in Option 3(d) of the Adoption Agreement. A Traditional Participant who later returns to service as an Eligible Employee in a Cash Balance Plan shall be an Account Balance Participant as of the date he again becomes an Eligible Employee.

1.58 **"Trust Agreement":** The agreement by and between the Benefits Corporation and the Trustee under which the Fund is maintained, which agreement is known as the "State Bankers Association Master Trust for Defined Benefit Plans."

1.59 **"Trustee":** The person or entity appointed pursuant to the Trust Agreement as trustee of the Fund and currently serving.

1.60 **"Unit Credit Plan"**: The Plan to the extent that the Accrued Benefit is determined under a non-cash balance formula described in paragraph 4.1.

1.61 **"Year of Benefit Service"**: A Plan Year (which is the computation period) during which a Participant is credited with at least one thousand (1000) Hours of Service (excluding service with any Affiliate which is not a participating employer unless otherwise expressly provided) as an Eligible Employee subject to the following special rules:

(i) If the benefit accrual computation period of the Plan (which under this Plan is the Plan Year) is changed by reason of the adoption of this Plan as a Restated Plan, a Participant who, during the period of employment from the end of the last benefit accrual computation period under the Plan as it existed before this restatement and the beginning of the first Plan Year commencing after the Effective Date of this Restatement such Plan Year, has not been credited with at least one thousand (1000) Hours of Service, shall be credited with that fraction (less than one) of one Year of Benefit Service, the numerator of which is his Hours of Service (based on a 190 hour per month equivalency) during the Plan Year and the denominator of which is one thousand (1000).

(ii) Notwithstanding the foregoing, a Traditional Participant under a Unit Credit Plan who, during a Plan Year, dies or retires on his Normal, Early or Disability Retirement date while an Eligible Employee, and who, during such Plan Year has not been credited with at least one thousand (1000) Hours of Service, shall be credited with that fraction (less than one) of one Year of Benefit Service, the numerator of which is his Hours of Service (based on a 190 hour per month equivalency) during the Plan Year and the denominator of which is one thousand (1000).

1.62 **"Year of Broken Service"**: A Plan Year (which is the computation period), commencing with or after the date an individual becomes a Participant, during which such Participant is not credited with more than five hundred (500) Hours of Service.

1.63 **"Year of Service"**: A twelve (12) consecutive month period, based on the applicable computation period stated when used in the Plan, during which an Employee is credited with at least one thousand (1,000) Hours of Service.

1.64 **"Year of Vesting Service"**: A Plan Year (which is the computation period) during which an Employee is credited with at least one thousand (1,000) Hours of Service.

ARTICLE II
Eligibility and Participation

2.1 **Eligibility and Date of Participation.**

2.1(a) In the case of a Restated Plan, each individual who is a Participant in the Plan on the day before the Effective Date of this Restatement of the Plan shall continue to be a Participant in the Plan at such time. Otherwise, each Eligible Employee or each other Eligible Employee who, prior to an Entry Date has satisfied the age and service requirements selected by the Employer pursuant to Option 5(a) and/or (b) of the Adoption Agreement shall become a Participant on the earlier of the following dates:

(i) On the first Entry Date on which he is an Eligible Employee following his completion of such age and service requirements.

(ii) If he is not an Eligible Employee on the first Entry Date following his completion of such age and service requirements, on the first day he thereafter becomes an Eligible Employee.

2.1(b) An individual who was, but ceased to be, a Participant shall again be a Participant at the first to occur of the following:

(i) If and when he again becomes an Eligible Employee, provided his prior service is not disregarded under the Eligibility Rule of Parity contained in paragraph 2.2,

(ii) If all or part of his Accrued Benefit is cashed-out pursuant to paragraph 4.7, if and when he repays the cashed-out amount and is reinstated pursuant thereto,

(iii) If his forfeited Accrued Benefit is restored pursuant to paragraph 6.4, if and when he again becomes an Employee.

2.1(c) An individual who becomes a Participant shall be or remain a Participant for so long as he remains an Eligible Employee whose prior service is not disregarded under the Eligibility Rule of Parity contained in paragraph 2.2 and thereafter while he is entitled to future benefits under the terms of the Plan.

2.2 **Eligibility Service Definitions and Rules**. For purposes of this ARTICLE II:

2.2(a) The following terms shall have the following meanings:

(i) The term "Entry Date" means with respect to each Employee of an Employer, the Effective Date of the Plan as to such Employer if this is not a Restated Plan and thereafter the date or dates specified in Option 5(c) of the Adoption Agreement. Notwithstanding the foregoing, the first Entry Date with respect to an Employee of an Employer which adopts the Plan as a participating

employer as of a date after the Effective Date of the Plan shall be the Effective Date of the adoption of the Plan as to such Employer. Additional Entry Dates may be provided in a participating employer's adoption agreement.

(ii) An Employee's "Initial Year" is:

(A) His first twelve consecutive months of employment by the Employer commencing upon the date he first completes an Hour of Service credited for the performance of duties; or

(B) If his prior service is disregarded under the Eligibility Rule of Parity contained in subparagraph 2.2(c), his first year of employment by the Employer commencing upon the date he first completes an Hour of Service credited for the performance of duties after the last of the Year(s) of Broken Service described in subparagraph 2.2(c).

(iii) If the Employer selects a service requirement under Option 5(b) that is measured by reference to Years of Eligibility Service, the term "Year of Eligibility Service" means an Employee's Initial Year (which is the initial computation period) and thereafter a Plan Year (which is the computation period after the initial computation period) commencing with, within or after the Employee's Initial Year during which he is credited with at least one thousand (1,000) Hours of Service. An Employee who is credited with 1,000 Hours of Service in both the Initial Year and the first Plan Year commencing prior to the end of the Initial Year will be credited with two Years of Eligibility Service. In the event of a Plan Year which is less than twelve months resulting from a change in the Plan Year of the Plan, the number of Hours of Service for a short Year of Eligibility Service shall be prorated by multiplying one thousand (1,000) by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve (12). If the Year of Eligibility Service is less than twelve (12) months for any reason other than a change in the Plan Year, an Employee shall not be required to complete any specified number of Hours of Service to receive credit for such fractional year.

(iv) If the Employer selects a service requirement under Option 5(b) that is measured by reference to an Employment Commencement Date, the term "Employment Commencement Date" shall mean the date an individual first completes an Hour of Service in the employment of the Employer, or in the case of an individual who has incurred on or more Years of Broken Service and whose Years of Eligibility Service prior to such Years of Broken Service are disregarded under subparagraph 2.2(c) of the Plan, the date such individual first completes an Hour of Service in the employment of the Employer following such Years of Broken Service.

2.2(b) A Year of Eligibility Service shall be considered to be completed at any time when the Employee is credited with the requisite Hours of Service, regardless of whether such time occurs before the end of the applicable computation period unless the Employer elects in Option 5(b)(3) of the Adoption Agreement to consider a Year of Eligibility Service to be completed as of the last day of the applicable computation period regardless of whether the Employee is credited with the requisite Hours of Service before the end of such computation period.

2.2(c) If an Employee incurs one or more Years of Broken Service, he shall be treated as a new Employee and must again satisfy the eligibility requirements and become a Participant as provided in subparagraph 2.1(a) and no prior service by such Employee shall be taken into account for purposes of satisfying the requirements of paragraph 2.1 if he has, at the end of any Year of Broken Service:

(i) No non-forfeitable right to an Accrued Benefit derived from the Employer's contributions to this Plan, and

(ii) Consecutive Year(s) of Broken Service which equal or exceed his aggregate Year(s) of Eligibility Service completed before the commencement of such Year(s) of Broken Service, and

(iii) At least five (5) consecutive Years of Broken Service.

For purposes of this subparagraph, an Employee's aggregate Years of Eligibility Service shall not include Years of Eligibility Service which are at any time excluded by the application of the provisions of this subparagraph. The rule contained in this subparagraph is sometimes referred to as the "Eligibility Rule of Parity".

2.2(d) Except in the case of the Initial Year, Years of Eligibility Service and Years of Broken Service will be measured on by the same computation period.

ARTICLE III
Funding

3.1 **Funding**.

3.1(a) All costs of benefits under the Plan shall be borne by contributions by the Employer and any assets transferred to the Plan. Such contributions by the Employer shall equal amounts actuarially determined to be sufficient to satisfy the requirements of Section 302 of the Act and Section 412 of the Code, but shall not exceed amounts deductible by the Employer under Section 404 of the Code. Each contribution shall be conditioned upon such deductibility. Funds released through the forfeiture of Accrued Benefits shall be applied to reduce the Employer's contributions. In the event the Plan is maintained by more than one Employer, each Employer's contribution shall be that portion of the total contribution due which is mutually agreed by all such Employers.

3.1(b) In the event that any Employer is unable to make all or any part of any contribution to the Fund, the Employer named in Option 1(a) of the Adoption Agreement shall direct that one or more other Employers (including itself) contribute to the Fund on behalf of such Employer the amount unable to be contributed by such Employer, and for purposes of administering the Plan such contribution shall be deemed made by the Employer on whose behalf it was made.

3.1(c) Contributions by Participants are neither required nor permitted.

3.2 **Timing of Contributions by the Employer**. The contribution by the Employer for any Plan Year shall be made in quarterly payments and as otherwise required under Section 302 of the Act and Section 412 of the Code, provided that the total amount of the contribution with respect to any taxable year of the Employer shall be paid not later than the date, including extensions thereof, on which the Employer's federal income tax return for such taxable year is due to be filed.

3.3 **Determination of Funding Requirements**. The amount of the Employer's contribution for any Plan Year shall be determined by the enrolled actuary for the Plan who shall be selected by, and may from time to time be changed by, the Trustee with the consent of the Employer. The Trustee shall provide to the Plan's enrolled actuary and the Employer, or to its duly appointed representative, such information regarding the income, disbursements and value of the Fund as may be reasonably required for the purpose of

making such determination. The Employer and the Plan's enrolled actuary shall select the appropriate funding method and assumptions for determining the amount of the Employer's contribution.

3.4 **Duty to Determine or Enforce Contributions**. Neither the Benefits Corporation nor the Trustee are required to determine the amount of the Employer's contribution for any Plan Year; but the Benefits Corporation and Trustee shall provide the Employer and the Administrator with such information as either of them may reasonably require in connection therewith. Any responsibility for pursuing or enforcing the duty of the Employer to make contributions shall rest with the Board.

ARTICLE IV
Determination of Accrued Benefit

4.1 **Accrued Benefit Under Unit Credit Plan**.

4.1(a) The Accrued Benefit of a Traditional Participant under a Unit Credit Plan shall be an amount, expressed in the form of a single life annuity payable monthly for the life of the Participant, commencing upon his Normal Retirement Date or as otherwise provided in this subparagraph 4.1(a), and equal to one-twelfth (1/12th) of the amount determined in accordance with the provision of the formula selected by the Employer in Option 7(a) of the Adoption Agreement calculated as follows:

(i) Such Participant who retires on his Normal Retirement Date shall be entitled to his Accrued Benefit calculated to his Normal Retirement Date; provided, however, the Accrued Benefit calculated at his Normal Retirement Date shall not be less than the largest Accrued Benefit determined as of any earlier date.

(ii) Such Participant whose employment with the Employer terminates after his Normal Retirement Date shall be entitled to an Accrued Benefit commencing on his Delayed Retirement Date (or, where applicable, his other benefit commencement date determined as though he had separated from service and had a Delayed Retirement Date) equal to the sum of:

(A) His Accrued Benefit calculated to his Normal Retirement Date, and

(B) The sum of the greater, determined for each Plan Year (or portion thereof) ending after his Normal Retirement Date, of:

(I) The excess, if any, of (a) his Accrued Benefit calculated as of the end of such Plan Year (or his Delayed Retirement Date, if earlier) over (b) his Accrued Benefit calculated as of the end of the immediately preceding Plan Year (or his Normal Retirement Date, if later), but with such excess being reduced (but not below zero) by (c) the Actuarial Value of any benefit payments made or due to be made from the Plan to him or on his behalf during such Plan Year (or after his Normal Retirement Date, if later), or

(II) The excess, if any, of (a) the Actuarial Equivalent of his Accrued Benefit calculated as of the end of the immediately preceding Plan Year (or his Normal Retirement Date, if later), where the Actuarial Equivalent adjustment is determined as of the end of such Plan Year (or the date as of which his Accrued Benefit or Death Benefit, as the case may be, commences to be paid) over (b) his Accrued Benefit calculated as of the end of the immediately preceding Plan Year (or his Normal Retirement Date, if later).

(iii) If an Early Retirement Date under Option 6(a) of the Adoption Agreement is selected by the Employer, such Participant who retires on his Early Retirement Date shall be entitled to his Accrued Benefit calculated to his Early Retirement Date.

(iv) If a Disability Retirement Date under Option 6(b) of the Adoption Agreement is selected by the Employer, such Participant who retires on his Disability Retirement Date shall be entitled to either:

(A) If he (I) is determined to be totally and permanently disabled as provided in the Plan, (II) is eligible for and receives disability benefits under the Federal Social Security Act for the period of time from his Disability Retirement Date continuously until he reaches his Normal Retirement Date, and (III) has not received any benefits under the Plan before his Normal Retirement Date, his Accrued Benefit calculated to his Normal Retirement Date computed as if he had remained an Eligible Employee accumulating one Year of Benefit Service each Plan Year until such age and receiving the same rate of Compensation as at his last day of service as an Eligible Employee before his Disability Retirement Date until his Normal Retirement Date, or

(B) If he is not described in clause (iv)(A), his Accrued Benefit calculated to his Disability Retirement Date.

(v) The Accrued Benefit of each other Participant shall be calculated as of the applicable date for which such determination is made.

4.1(b) For purposes hereof:

(i) An Employee's "Average Compensation" is the average of his Compensation determined under the method selected by the Employer under Option 7(c) of the Adoption Agreement; provided, however, that if an Early Retirement Date under Option 6(a) of the Adoption Agreement is selected by the Employer, a Participant's Average Compensation at his Normal Retirement Date for purposes of clauses (i) and (ii) of subparagraph 4.1(a) shall not be less than his highest Average Compensation determined as of any date on which he is eligible to retire on Early Retirement. For purposes of determining Average Compensation, the Compensation Limit applicable to Compensation for a Plan Year shall be the Compensation Limit in effect for such Plan Year determined without regard to subsequent increases in the Compensation Limit.

(ii) An Employee's "Excess Compensation" is that part of his Average Compensation in excess of his Integration Level.

(iii) An Employee's "Integration Level" for a Plan Year is that amount determined under the method selected by the Employer under Option 7(d) of the Adoption Agreement. If the Employer selects Option 7(d)(1) or (3) an Employee's "Integration Level" for a Plan Year is based on the average (without indexing) of the taxable wage bases under the Federal Social Security Act in effect during the thirty-five (35) year period ending with the calendar year in which the Employee attains or will attain his Social Security Retirement Age. In determining an Employee's Integration Level for a Plan Year:

(A) The taxable wage base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as the taxable wage base in effect as of the beginning of the Plan Year for which the determination is being made.

(B) An Employee's Integration Level for a Plan Year after the end of such thirty-five (35) year period shall be his Integration Level for the Plan Year during which he attained his Social Security Retirement Age.

(C) An Employee's Integration Level for a Plan Year before the beginning of such thirty-five (35) year period shall be based on the taxable wage base in effect as of the beginning of the Plan Year.

(D) An Employee's Integration Level shall be redetermined each Plan Year.

(iv) An Employee's "Maximum Disparity Percentage" is the percent determined by reference to the Participant's Normal Retirement Age and Social Security Retirement Age as follows:

If Participant's Normal Retirement Age is	The Maximum Permitted Disparity Depends on the Participant's Social Security Retirement Age as follows		
	65	66	67
68 or above	.75	.75	.75
67	.75	.75	.75
66	.75	.75	.70
65	.75	.70	.65
64	.70	.65	.60
63	.65	.60	.55
62	.60	.55	.50
61	.55	.50	.475
60	.50	.475	.45
59	.475	.45	.425
58	.45	.425	.40
57	.425	.40	.375
56	.40	.375	.344
55	.375	.344	.316

(v) An Employee's "Social Security Retirement Age" is age sixty-five (65) in the case of a Participant attaining age sixty-two (62) before January 1, 2000 (i.e., born before January 1, 1938), age sixty-six (66) for a Participant attaining age sixty-two (62) after December 31, 1999, and before January 1, 2017 (i.e., born after December 31, 1937, but before January 1, 1955), and age sixty-seven (67) for a Participant attaining age sixty-two (62) after December 31, 2016 (i.e., born after December 31, 1954).

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

4.2 **Accrued Benefit Under Cash Balance Plan**.

4.2(a) The Accrued Benefit of a Traditional Participant under a Cash Balance Plan shall be an amount, expressed in the form of a single life annuity payable monthly for the life of the Participant, commencing upon his Normal Retirement Date or as otherwise provided and equal to the amount determined under the terms of the Plan as in effect prior to the Effective Date of the Cash Balance Conversion.

4.2(b) The opening Account Balance of a Participant shall be the lump sum value of the Grandfathered Benefit established for such Participant on the later of: (i) the Effective Date of the Cash Balance Conversion or (ii) the date on which the Account Balance Participant becomes a Participant in the Plan. The opening balance as of the Effective Date of the Cash Balance Conversion of the Account of each Account Balance Participant who was a Participant on the day before the Effective Date of the Cash Balance Conversion shall be equal to the lump sum value (calculated in accordance with ARTICLE XX based on the factors set forth in paragraphs 20.1(b) and 20.1(c)) of the Account Balance Participant's Accrued Benefit as of the day before the Effective Date of the Cash Balance Conversion under the terms of the Plan in effect on the day before the Effective Date of the Cash Balance Conversion. The opening balance of the Account of each other Account Balance Participant shall be zero, except as provided in subparagraphs 4.2(g) or 4.2(i). The Accrued Benefit of an Account Balance Participant shall be not be less than the sum of the Grandfathered Accrued Benefit plus the Accrued Benefit determined for Years of Benefit Service after the Effective Date of Cash Balance Conversion.

4.2(c) Such Account Balance Participant's Account shall be credited with an Interest Credit as determined below.

(i) If Option 8(a) of the Adoption Agreement is elected, as of the last day of each calendar month ending prior to an Account Balance Participant's Annuity Starting Date (or, if the Participant has not satisfied the vesting requirement described in ARTICLE VI at the time of his termination of employment with the Employer, as of the last day of each calendar month ending prior to his termination of employment), such Account Balance Participant's Account shall be credited with an Interest Credit equal to the interest earned for such month on the balance in such Account as of the first day of the month based on interest rate specified in Option 8(a) of the Adoption Agreement. In no event shall the Interest Credit be less than the minimum interest rate required to ensure that the Plan meets the 133-1/3% accrual rule of Section 411(b)(1)(B) of the Code at all times. If the Annuity Starting Date is prior to the Participant's Normal Retirement Age, the Accrued Benefit includes Interest Credits projected to Normal Retirement Age (discounted at the same rate to the Annuity Starting Date).

(ii) If Option 8(b) of the Adoption Agreement is elected, the Interest Crediting applied to a Participant's Account Balance as of the first day of each Interest Credit Period shall be the Actual Rate of Return on the aggregate assets of the Plan for that period, including both positive and negative returns. If the use of Actual Rate of Return is elected in Option 8(b) of the Adoption Agreement, plan assets must be diversified so as to minimize the volatility of returns in accordance with section 1.411(b)(5)-1(d)(5)(ii)(A) of the Regulations. The Actual Rate of Return, which includes both realized and unrealized gains and losses, will be calculated as provided in Option 8(b) of the Adoption Agreement. Additionally, the Employer may elect in Option 8(b) of the Adoption Agreement for purposes of the first Plan Year only of the Plan that the Interest Credit for such Plan Year shall be the fixed rate specified in Option 8(b) of the Adoption Agreement (adjusted to reflect the Interest Credit Period) and then for all subsequent Plan Years will be the Actual Rate of Return.

4.2(d) As of the last day of each Plan Year, an Eligible Account Balance Participant shall be credited with a Pay Credit equal to the applicable percentage of such Participant's Compensation for such Plan Year; provided however, that (i) Compensation shall be recognized for this purpose only through the Eligible Account Balance Participant's date of termination as an Eligible Employee of the Employer, and (ii) in the case of an Eligible Account Balance Participant who ceased to be an Employee, Pay Credits shall be made as of the date such Participant ceased to be an Employee to reflect Compensation paid from the end of the prior Plan Year through the date of such termination of employment. An Eligible Account Balance Participant is defined in Option 8(c) of the Adoption Agreement. Pay Credits shall be determined in accordance with Option 8(d) of the Adoption Agreement.

4.2(e) As of the last day of each Plan Year, the Account of an Enhanced Eligible Account Balance Participant shall be credited with a Special Pay Credit equal to the applicable percentage of such Enhanced Eligible Account Balance Participant's Compensation for such Plan Year; provided however, that (i) Compensation shall be recognized for this purpose only through an Enhanced Eligible Account Balance Participant's date of termination as an Eligible Employee of the Employer, and (ii) in the case of a Participant who ceased to be an Employee, Special Pay Credits shall be made as of the date such Participant ceased to be an Employee to reflect Compensation paid from the end of the prior Plan Year through the date of such termination of employment. An Enhanced Eligible Account Balance Participant is defined in Option 8(e) of the Adoption Agreement. Special Pay Credits shall be determined in accordance with Option 8(f) of the Adoption Agreement.

4.2(f) Upon conversion of an Account Balance Participant's Account to an annuity or payment of the lump sum or upon commencement of payment of an Account Balance Participant's Account to a Beneficiary, such Account shall cease to exist. However an Account Balance Participant may have a new Account established after an Annuity Starting Date as provided in subparagraphs 4.2(h) or 4.2(i).

4.2(g) If a non-vested Account Balance Participant terminates employment and is later rehired as an Eligible Employee, such Account Balance Participant's Account as of the date he ceased to be an Employee will be restored and will be credited with Interest Credits for the period of termination unless the Account Balance Participant's Years of Benefit and Vesting Service are disregarded pursuant to paragraph 4.7 upon rehire. If such Years of Benefit and Vesting Service are disregarded the Account Balance Participant's opening balance in his Account as of the date of rehire will be zero.

4.2(h) If a vested Account Balance Participant ceases to be an Employee and is later rehired as an Eligible Employee and his Plan benefits had commenced to be paid prior to rehire in a form other than a lump sum, such Account Balance Participant's Plan benefits with respect to his Years of Benefit Service earned prior to his ceasing to be an Employee will continue. Such Account Balance Participant's opening balance in his Account as of the date of rehire will be zero and his prior Years of Benefit Service shall be included in determining Pay Credits and, if applicable, Special Pay Credits after such reemployment.

4.2(i) Subject to the provisions of paragraph 4.7, if a vested Account Balance Participant ceases to be an Employee and is later rehired as an Eligible Employee after he received a lump sum distribution of his Accrued Benefit, such Account Balance Participant's opening balance in his Account as of the date of rehire will be zero and his prior Years of Vesting and Benefit Service shall be included in determining Pay Credits and, if applicable, Special Pay Credits accrued after such reemployment.

4.2(j) If a Disability Retirement Date under Option 6(b) of the Adoption Agreement is selected by the Employer, an Account Balance Participant who retires on his Disability Retirement Date shall be entitled to either:

(i) If he (I) is determined to be totally and permanently disabled as provided in the Plan, (II) is eligible for and receives disability benefits under the Federal Social Security Act for the period of time from his Disability Retirement Date continuously until he reaches his Normal Retirement Date, and (III) has not received any benefits under the Plan before his Normal Retirement Date, his Accrued Benefit calculated pursuant to subparagraphs 4.2(d) and/or 4.2(e), if applicable, to the earliest of: (IV) his Normal Retirement Date, (V) the date he ceases to be Disabled, or (VI) his Annuity Starting Date, computed as if he had remained an Eligible Employee accumulating one Year of Benefit Service each Plan Year until such date and receiving the same rate of Compensation as at his last day of service as an Eligible Employee before his Disability Retirement Date, or

(ii) If he is not described in clause (i), his Accrued Benefit shall be his Account Balance as of his Disability Retirement Date.

For purposes of (i) above, for the Plan Year in which the earliest date occurs, if Option 8(c)(A) is elected and not Option 8(c)(C)(ii), then the Participant will only be considered to have a Year of Benefits Service in the final Plan Year only if the earliest date described in (i) occurs in the last 6 months of the Plan Year.

4.3 **Accrued Benefit Service Rule**. For purposes of determining the Accrued Benefit of a Participant under paragraph 4.1 or 4.2, all Years of Benefit Service shall be included, except:

(i) those selected by the Employer in Option 7(a)(3) of the Adoption Agreement;

(ii) those disregarded following a cash-out as described in paragraph 4.7; and

(iii) those completed prior to one Year of Broken Service if, at the end of any such Year of Broken Service, he has:

(A) No non-forfeitable right to an Accrued Benefit derived from the Employer's contributions to this Plan, and

(B) Consecutive Year(s) of Broken Service which equal or exceed his aggregate Year(s) of Vesting Service before the commencement of such Year(s) of Broken Service, and

(C) At least five (5) consecutive Years of Broken Service.

For purposes of this subparagraph, a Participant's aggregate Years of Benefit Service shall not include Years of Benefit Service which are at any time excluded by the application of the provisions of this paragraph.

4.4 **Top Heavy Minimum Benefit**.

4.4(a) Notwithstanding the provisions of paragraph 4.1 or 4.2, the amount of such Participant's Accrued Benefit derived from contributions by the Employer, expressed in the form of a single life annuity payable monthly for his life and commencing on his Normal Retirement Date, shall not be less than the Actuarial Equivalent of any Top Heavy Minimum Benefit required to be provided by the Plan to him this paragraph 4.4 and Option 10 of the Adoption Agreement.

4.4(b) If the Plan is or has been a Top Heavy Plan, each Participant who is credited with at least one Year of Service (determined on the basis of the Plan Year as the computation period), and who is a Non-Key Employee during the period the Plan is a Top Heavy Plan (a "Top Heavy Eligible Participant") shall be entitled to a Top Heavy Minimum Benefit (to be provided solely by Employer contributions) under the

provisions set forth below and to the extent provided in Option 10 of the Adoption Agreement. For purposes hereof:

(i) The Top Heavy Minimum Benefit is an amount, expressed in the form of a single life annuity payable monthly for the life of the Participant (with no ancillary benefits) commencing at his Normal Retirement Date, equal to one-twelfth (1/12th) of the product obtained by multiplying:

(A) His Top Heavy Average Compensation, by

(B) The product (not in excess of twenty percent (20%)) obtained by multiplying his Years of Top Heavy Service by two percent (2%).

(ii) If such a Participant's employment with the Employer terminates after his Normal Retirement Date, he shall be entitled to the greater of:

(A) His Top Heavy Minimum Benefit calculated under clause (i) of this subparagraph to and commencing at his termination of employment with the Employer, or

(B) The Actuarial Equivalent of his Top Heavy Minimum Benefit commencing upon his termination of employment and calculated to his Normal Retirement Date or, if later, the end of the Plan Year immediately preceding the determination date.

(iii) If such a Participant's employment with the Employer terminates prior to his Normal Retirement Date, he shall be entitled to his Top Heavy Minimum Benefit calculated as described in clause (i) of the subparagraph based on his Top Heavy Average Compensation and Top Heavy Service as of the date of termination.

(iv) If the Plan is a Top Heavy Plan during more than one continuous period of time, the rules of this paragraph 4.4 shall be applied separately to each such period of time, but the maximum aggregate Top Heavy Minimum Benefit provided hereunder shall not exceed twenty percent (20%) of his highest Top Heavy Average Compensation in such periods of time.

4.4(c) For purposes of determining a Participant's Top Heavy Minimum Benefit, the term "Top Heavy Average Compensation" means the average of an Employee's Top Heavy Compensation, or a prorated portion thereof in the event of a Plan Year which is less than twelve (12) months resulting from a change in the Plan Year of the Plan, for the five (5) consecutive Plan Years (or all consecutive Plan Years if there are not five (5)) during which he had Top Heavy Compensation and was credited with a Year of Top Heavy Service and which produce the highest average, computed as of the end of any Plan Year during which the Plan is a Top Heavy Plan (but not thereafter) and without taking into account Top Heavy Compensation for any Plan Year to the extent that it exceeds the Compensation Limit. Plan Years shall be deemed to be consecutive even though interrupted by one or more Plan Years for each of which the Employee was not credited with a Year of Top Heavy Service. For purposes of determining Top Heavy Average Compensation, the Compensation Limit applicable to Top Heavy Compensation for a Plan Year shall be the Compensation Limit in effect for such Plan Year determined without regard to subsequent increases in the Compensation Limit. The following Plan Years shall not be taken into account in determining Top Heavy Average Compensation:

(i) Any Plan Year beginning before January 1, 1984.

(ii) Any Plan Year during which the Plan is not a Top Heavy Plan.

(iii) Any Plan Year during which the Employee is a Key Employee.

4.4(d) For purposes of determining a Participant's Top Heavy Minimum Benefit, the term "Top Heavy Compensation" shall mean an Employee's annual compensation determined on the basis designated by the Employer in Option 10(a) of the Adoption Agreement.

4.4(e) For purposes of determining a Participant's Top Heavy Minimum Benefit, the term "Year of Top Heavy Service" means each Plan Year for which the Participant is credited with a Year of Benefit Service while a Top Heavy Eligible Participant. For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and determining Top Heavy Minimum Benefits under the Plan and in determining Top Heavy Years of Service, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee.

4.4(f) In the event that the Plan is or becomes a Top Heavy Plan and the benefit determined under paragraph 4.1 or 4.2 is less than the Top Heavy Minimum Benefit, it is the specific intent of this paragraph that only the minimum required benefit under Section 416 of the Code be provided to any Participant and, notwithstanding any other provision hereof, the aggregate benefits provided for a Participant by this paragraph and the corresponding provisions of all other qualified retirement plans maintained by the Employer shall not exceed such minimum required for such Participant. For purposes hereof the Employer shall provide any required top heavy contributions or benefits as selected and described in Option 10(e) of the Adoption Agreement.

4.4(g) The Top Heavy Minimum Benefit is determined without regard to any Social Security contribution. The Top Heavy Minimum Benefit 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 Non-Key Employee failed to make mandatory contributions to the Plan;

(ii) The Non-Key Employee's compensation is less than a stated amount;

(iii) The Non-Key Employee is not employed on the last day of the computation period; or

(iv) The Plan is integrated with Social Security.

4.5 **Accrued Benefit Limitation**. Notwithstanding any other provision of the Plan, each Participant's Accrued Benefit shall be subject to the applicable limitations under Section 415 of the Code provided in ARTICLE XIX.

4.6 **Additional Accrued Benefit Limitations When Employer Maintains More Than One Plan**. In the event the Employer maintains any other qualified plan, any welfare benefit fund (as defined in Section 419(e) of the Code) or any other plan subject to the limitations of Section 415 of the Code, a Participant's Accrued Benefit shall be further limited where applicable as provided in ARTICLE XIX and as selected by the Employer in Option 14 of the Adoption Agreement.

4.7 **Effect of Certain Cash-Outs on Accrued Benefit** .

4.7(a) In the case of a Participant who has at any time during a Plan Year ceased to be an Employee and who has received not later than the last day of the second Plan Year following such Plan Year either:

(i) A distribution of the Actuarial Value of his entire non-forfeitable Accrued Benefit which includes an amount not exceeding $5,000 and representing the Actuarial Value of his entire non-forfeitable Accrued Benefit derived from contributions by the Employer at the time of such distribution, or

(ii) A distribution which he elects in accordance with the rules set forth in paragraphs 8.4 and 8.5 and subparagraph 8.2(c)(iv) to receive and which represents all or a portion of the Actuarial Value of his non-forfeitable Accrued Benefit at the time of such distribution,

the Accrued Benefit (including any Top Heavy Minimum Benefit) of such Participant which is derived from contributions by the Employer shall be determined at any time thereafter without regard to his Years of Benefit and Vesting Service with respect to which such distribution was made, as provided in subparagraph 4.7(b), unless repayment is permitted and has been made pursuant to subparagraph 4.7(c).

4.7(b) If a distribution described in subparagraph 4.7(a):

(i) Represented the Actuarial Value of the Participant's entire non-forfeitable Accrued Benefit at the time of the distribution, none of his Years of Benefit and Vesting Service performed before the distribution shall be taken into account in determining such Accrued Benefit at any time thereafter.

(ii) Did not represent the Actuarial Value of the Participant's entire non-forfeitable Accrued Benefit at the time of such distribution, the Accrued Benefit of such Participant at any time thereafter shall be determined by subtracting from his Accrued Benefit determined without regard to such distribution an amount which bears the same ratio to his Accrued Benefit at the time of such distribution as the amount of such distribution bears to the Actuarial Value of his entire non-forfeitable Accrued Benefit at the time of such distribution.

4.7(c) If a Participant who is affected by the provisions of subparagraph 4.7(a) again becomes an Eligible Employee (the date as of which is sometimes referred to herein as the "Re-employment Date"), and if such distribution did not represent the Actuarial Value of his entire Accrued Benefit and in the case of a Restated Plan, such distribution was made after the first day of the first Plan Year commencing after the later of December 31, 1975 or the Effective Date of the 1976 Restatement of the Plan (if specified in Option 3(f) of the Adoption Agreement), he shall have the right to have disregarded service counted again and all of the optional forms of benefit and subsidiaries which are protected by Section 411(d)(6) of the Code shall be restored if:

(i) He repays the full amount of the distribution, plus interest thereon from the date of distribution to the date of repayment compounded annually at the rate of five percent (5%) per annum or such other rate(s) as may be in effect on the date of repayment under Section 411(c)(2)(C) of the Code, and

(ii) Such repayment is made at any time before the earlier of (A) five (5) years after the Participant's Re-employment Date or (B) the date he incurs five (5) consecutive Years of Broken Service commencing after the date of the distribution (but in no event after the date of termination of the Plan).

Upon such repayment the provisions of this paragraph shall no longer apply to such Participant. Notwithstanding the foregoing repayment provisions, no repayment shall be permitted at any time when the

Employee's Years of Benefit Service with respect to which the repayment could otherwise be made is disregarded under paragraph 4.3.

4.7(d) For purposes of this paragraph, a Participant who has no non-forfeitable interest in his Accrued Benefit shall be deemed to have been cashed-out pursuant to the provisions of this paragraph upon his ceasing to be an Employee and shall be deemed to have repaid such cashed-out benefit upon his Re-employment Date (as defined in subparagraph 4.7(c)), provided that such Re-employment Date occurs within the time permitted for a repayment under subparagraph 4.7(c). In such case his Accrued Benefit shall be restored and his prior Years of Vesting and Benefit Service shall be restored. In the case of an Account Balance Participant such restoration shall be made in accordance with subparagraph 4.2(g).

4.8 **No Duplication of Benefits**. Notwithstanding any other provision of the Plan, the total Actuarial Value of the Accrued Benefit which may be earned by any Participant shall not exceed the Actuarial Value of his Accrued Benefit under the Plan, calculated without regard to any prior distributions of his Accrued Benefit, and then reduced by the Actuarial Value of any prior distributions not repaid to the Plan.

4.9 **Special Rules for Reemployed Veterans**.

4.9(a) Notwithstanding any provision of the Plan to the contrary, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Section 414(u) of the Code. To the extent not inconsistent with the foregoing, the following special rules shall apply in case of Reemployed Veterans notwithstanding any other provision of the Plan:

(i) A Reemployed Veteran shall not be considered to have incurred a Year of Broken Service by reason of his Qualified Military Service.

(ii) Qualified Military Service of a Reemployed Veteran shall be counted as service for vesting and benefit accrual under the Plan.

(iii) Compensation to be used for purposes of determining benefit accrual with respect to a period of Qualified Military Service shall mean the Compensation (as otherwise defined in the Plan but based on rate of pay) which the Reemployed Veteran would have received but for his Qualified Military Service. If a Reemployed Veteran's pay is not readily determinable, the Reemployed Veteran's Compensation shall then be his average Compensation for the 12-month period (or actual shorter period of employment) immediately preceding his Qualified Military Service.

4.9(b) To the extent required by USERRA or Section 401(a)(37) of the Code for purposes of determining vesting in Accrued Benefits and entitlement to death benefits under the Plan, in the event a Participant ceases to be an Employee in order to perform Qualified Military Service and dies on or after January 1, 2007 while performing Qualified Military Service, the Participant's death shall be considered to have occurred while he was an Employee and, if he ceased to be an Eligible Employee in order to perform Qualified Military Service, while he was an Eligible Employee so that his Beneficiaries are entitled to any additional benefits provided under the Plan (other than benefit accruals relating to the period of Qualified Military Service unless otherwise expressly provided), including without limitation any additional or enhanced vesting or death benefits, had the Participant resumed employment with the Employer and then terminated employment on account of death.

4.9(c) Effective for Plan Years beginning on or after January 1, 2008, Total Compensation includes Differential Wage Payments and a person receiving a Differential Wage Payment from an Employer shall be considered an Employee of that Employer. A "Differential Wage Payment" is any payment which is made to an individual by an Employer with respect to any period during which the individual is performing Qualified Military Service while on active duty for a period of more than thirty (30) days and which represents all or a portion of the wages the individual would have received from an Employer if the individual were performing services for the Employer.

4.9(d) For purposes of this paragraph, the following terms have the following meanings:

(i) "Qualified Military Service" means any service in the uniformed services (as defined in chapter 43 of title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service and to the Employer.

(ii) "Reemployed Veteran" means a person who is or, but for his Qualified Military Service, would have been a Participant at some time during his Qualified Military Service and who is entitled to the restoration benefits and protections of the USERRA with respect to his Qualified Military Service and the Plan.

(iii) "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994.

4.10 **Restricted Benefit Accrual pursuant to Section 436 of the Code**. Notwithstanding any other provisions of the Plan, effective for Plan Years beginning after December 31, 2007, benefit accrual under the Plan shall be suspended where required under Sections 401(a)(29) and 436 of the Code (including applicability of any available exemption thereunder) if the Plan has an adjusted funding target attainment percentage for purposes of Section 436 of the Code (as defined in subparagraph 9.3(h) of the Plan) that is less than sixty percent (60%), unless an additional contribution described in Treas. Regs. Section 1.436-1(f)(2)(v) is made to the Plan. The restriction contained in this paragraph does not apply during the first five Plan Years the Plan (and any predecessor plan to the Plan for purposes of Section 436 of the Code) is in existence, as provided in subparagraph 9.3 (g). For purposes of determining whether the accrual limitation under this paragraph applies to the Plan, the Plan's adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Section 436(j)(3) of the Code (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 ("PRA 2010"), if applicable). Benefit accruals shall not resume until the Plan is amended to provide for accruals to recommence. Any such amendment, including any amendment that provides for restoration of benefits that would have otherwise accrued during the period of restriction, shall be subject to the requirements of subparagraph 14.1(a)(vi) of the Plan.

4.11 **Miscellaneous Special Rules**.

4.11(a) Notwithstanding the foregoing and in the case of a Restated Plan, the accrued benefit (as defined in Section 411(d)(6) of the Code) of each individual who is a Participant on the Effective Date of this Restatement of the Plan shall not be less than his Accrued Benefit calculated as of and under the terms of the Plan in effect on the day before the Effective Date of this Restatement of the Plan. Notwithstanding the preceding sentence, a Participant's Accrued Benefit may be reduced to the extent permitted under Section 412(c)(8) of the Code (for Plan Years beginning on or before December 31, 2007) or Section 412(d)(2) of the Code (for Plan Years beginning after December 31, 2007), or to the extent permitted under Inc. Tax Regs. Sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a plan amendment which 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. 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, or a Death Benefit (including life insurance).

4.11(b) For Plan Years beginning before Section 411 of the Code is applicable hereto, the Participant's Accrued Benefit shall be the greater of that provided by the Plan or one-half (1/2) of the benefit which would have accrued had the provisions of ARTICLE IV been in effect. In the event the Accrued Benefit as of the Effective Date of Section 411 of the Code is less than that provided by ARTICLE IV such difference shall be accrued in accordance with ARTICLE IV.

4.11(c) The fresh start rules required by Treas. Regulation 1.401(a)(4)-13(c) are set forth in ARTICLE XXI to the Plan.

4.11(d) Notwithstanding the foregoing, if as a result of additional benefit accruals after a Participant attains Normal Retirement Age, the Accrued Benefit of such Participant would exceed the limitations under ARTICLE XIX of the Plan for the Limitation Year, immediately before the additional benefit accrues that would cause such Participant's benefit to exceed the limitations of ARTICLE XIX of the Plan, payment of benefits to such Participant will be suspended in accordance with paragraph 8.6 of the Plan, if applicable; otherwise distribution of the Participant's benefit will commence.

ARTICLE V
Retirement Dates

5.1 **Normal Retirement Date**. The Normal Retirement Date of a Participant shall be the first day of the calendar month coinciding with or next following the date on which the Participant attains his Normal Retirement Age.

5.2 **Delayed Retirement Date**. A Participant who continues in the active employment of the Employer beyond his Normal Retirement Date shall continue to participate in the Plan, and his Delayed Retirement Date shall be the first day of the calendar month coinciding with or next following the date of termination of his employment with the Employer.

5.3 **Early Retirement Date**. If Option 6(a) of the Adoption Agreement has been selected by the Employer, a Participant who has satisfied the age and service requirements selected by the Employer in Option 6(a) of the Adoption Agreement, may retire from the employment of the Employer prior to his Normal Retirement Date and his Early Retirement Date shall be the first day of the calendar month coinciding with or next following the date of such retirement.

5.4 **Disability Retirement Date**.

5.4(a) If Option 6(b) of the Adoption Agreement has been selected by the Employer, a Participant who, while an Eligible Employee, is totally and permanently disabled, as hereinafter determined, and who has satisfied the age and service requirements selected by the Employer in Option 6(b) of the Adoption Agreement, may retire from the employment of the Employer prior to his Normal Retirement Date and his Disability Retirement Date shall be the first day of the calendar month coinciding with or next following the date as of which he is determined to be totally and permanently disabled.

5.4(b) The determination of total and permanent disability shall be made in a manner consistent with the determination of total and permanent disability under the Employer's employee welfare benefit plan providing long term disability coverage, if the Employer maintains such a plan. If the Employer does not maintain an employee welfare benefit plan providing for long term disability coverage, the determination of total and permanent disability shall be made by the Administrator in accordance with standards uniformly applied to all Participants, on the advice of one or more physicians appointed and approved by the Employer, and the Administrator shall have the right to require further medical examinations from time to time to determine whether there has been any change in the Participant's physical condition.

ARTICLE VI
Vesting

6.1 **Vesting at Retirement or Attainment of Normal Retirement Age**. Upon either:

(i) A Participant's having attained his Normal Retirement Age while employed by the Employer,

(ii) If Option 6(a) of the Adoption Agreement has been selected by the Employer, his satisfaction of the age and service requirements, if any, for Early Retirement while Employee, or

(iii) His retirement from the employment of the Employer on his Early or Disability Retirement Date if such a retirement date is provided for in Option 6(b) of the Adoption Agreement.

The Accrued Benefit of such Participant shall be fully vested and non-forfeitable.

6.2 **Vesting in Accrued Benefit at Other Times**.

6.2(a) At any time when a Participant is not fully vested in his Accrued Benefit under paragraph 6.1, he shall have a non-forfeitable interest in a percentage of his Accrued Benefit derived from contributions by the Employer computed in accordance with the regular vesting schedule selected by the Employer in Option 9(a) or Option 9(b), as applicable, of the Adoption Agreement.

6.2(b) In addition to the vesting provisions provided in subparagraph 6.2(a), for each Plan Year the Plan is a Top Heavy Plan, the following schedule shall also apply with respect to each Participant's Accrued Benefit derived from contributions by the Employer, and each Participant to whom such schedule applies shall be entitled to the greater of the non-forfeitable interest in such Accrued Benefit determined under subparagraph 6.2(a) or the following schedule:

(i) A Participant who is credited with an Hour of Service during the period that the Plan is a Top Heavy Plan shall have a non-forfeitable interest in his Accrued Benefit derived from contributions by the Employer and the percentage of such non-forfeitable interest shall depend upon the number of Years of Vesting Service with which he is credited in accordance with the top heavy vesting schedule selected by the Employer in Option 10(b) or Option 10(c), as applicable, of the Adoption Agreement.

(ii) In the event the Plan is a Top Heavy Plan for a Plan Year or Years and subsequently ceases to be a Top Heavy Plan, each Participant credited with three (3) or more Years of Vesting Service as of the end of the election period below may, by irrevocable written election filed with the Administrator within sixty (60) days after the later of (A) the date of adoption of such amendment, (B) the effective date of such amendment or (C) the issuance by the Administrator to the Participant

of written notice of such amendment and of the availability of this election, elect to have his non-forfeitable percentage determined under the Plan without regard to such amendment. This election is available only to a Participant who is an Employee at the time such election is made and whose non-forfeitable percentage determined under such amendment at any time can be less than such percentage determined without regard to such amendment.

6.2(c) Notwithstanding any amendment to the vesting schedule of the Plan or any amendment that directly or indirectly affects the computation of a Participant's non-forfeitable Accrued Benefit derived from contributions by the Employer.

(i) The non-forfeitable percentage of each Participant's Accrued Benefit derived from the Employer's contributions and determined as of the later of the date of adoption or the effective date of any such amendment shall be the greater of the non-forfeitable percentage of such Accrued Benefit determined under such amendment or the non-forfeitable percentage of such Accrued Benefit computed without regard to such amendment; and

(ii) Each Participant credited with three (3) or more Years of Vesting Service as of the end of the election period below may, by irrevocable written election filed with the Administrator within sixty (60) days after the later of (A) the date of adoption of such amendment, (B) the effective date of such amendment or (C) the issuance by the Administrator to the Participant of written notice of such amendment and of the availability of this election, elect to have his non-forfeitable percentage determined under the Plan without regard to such amendment. This election is available only to a Participant who is an Employee at the time such election is made and whose non-forfeitable percentage determined under such amendment at any time can be less than such percentage determined without regard to such amendment.

6.3 **Vesting Service Rules**.

6.3(a) For the purpose of computing a Participant's non-forfeitable right to a percentage of his Accrued Benefit derived from contributions by the Employer, all Years of Vesting Service shall be included except Years of Vesting Service disregarded in accordance with the provisions selected by the Employer in Option 9(c) of the Adoption Agreement in the case of the regular vesting schedule of subparagraph 6.2(a) and with the provisions selected by the Employer in Option 10(d) of the Adoption Agreement in the case of the top heavy vesting schedule of subparagraph 6.2(b).

6.3(b) If the vesting computation period of the Plan (which under this Plan is the Plan Year) is changed by reason of the adoption of this Plan as a Restated Plan or of any amendment to the Adoption Agreement of this Plan, each Participant's Years of Vesting Service under the old vesting computation period prior to such Restatement or amendment of the Plan shall be determined at the end of the old vesting computation period containing the effective date of such Restatement or amendment of the Plan, and thereafter such Participant's Years of Vesting Service shall be determined on the basis of the new vesting computation period, the first of which shall begin during the last old vesting computation period.

6.4 **Forfeiture and Restoration of Accrued Benefits**.

6.4(a) A Participant's Accrued Benefit in excess of his non-forfeitable Accrued Benefit shall be forfeited by such Participant upon the occurrence of both his ceasing to be an Employee and the earlier of his death or the end the five (5) consecutive Years of Broken Service; provided, however, that, subject to the provisions of paragraph 4.7 requiring prior Years of Vesting and Benefit Service to be disregarded, any such forfeited Accrued Benefit of such Participant shall be restored upon such individual's thereafter again

becoming an Employee prior to the date of any termination of the Plan with respect to such Participant or Employee and, if applicable, making the repayment described in subparagraph 4.7(c).

6.4(b) In no event shall forfeited Accrued Benefits or assets of the Fund released as a result of any forfeiture of Accrued Benefits be applied or used to increase the Accrued Benefit of any Participant. Forfeitures shall be used as provided in paragraph 3.1(a).

6.4(c) The provisions of this paragraph are not intended to limit the determination of the time of forfeiture for funding or reporting and disclosure purposes under the Act.

6.5 **No Accrued Benefit Decrease by Reason of Increased Social Security Benefits or Re-employment.** Notwithstanding any provisions hereof to the contrary, in the case of a Participant who has a non-forfeitable interest in his Accrued Benefit under the Plan and who separates from the service of the Employer whether by retirement, disability or other termination, the dollar amount of his non-forfeitable interest in his Accrued Benefit as of the first day of the first Plan Year then or thereafter for which he is not credited with a Year of Benefit Service or Year of Top Heavy Service for purposes of subparagraph 4.1(a) or paragraph 4.4, as the case may be, shall not be decreased by reason of any increase in benefits under the Federal Social Security Act which takes effect after such first day, whether or not he again becomes an Employee; and the dollar amount of any such Participant's non-forfeitable interest in his Accrued Benefit at the time of his separation from service and the commencement of his benefit payments thereafter shall not be reduced by reason of his re-employment (except as may be provided in the event of a suspension of benefit payments pursuant to paragraph 8.6) hereof or by reason of any increase in benefits under the Federal Social Security Act which take effect after any such commencement of benefit payments.

ARTICLE VII
Death Benefits

7.1 **Death after Annuity Starting Date**. If a Participant dies after his Annuity Starting Date, the only benefits payable under the Plan after his death shall be those, if any, provided under the form of payment being made to him at his death.

7.2 **Death before Annuity Starting Date**. If a Participant dies before his Annuity Starting Date, no benefit shall be paid under the Plan except any Death Benefit which may be provided under this ARTICLE VII.

7.3 **Death Benefit under Unit Credit Plan**.

7.3(a) In the event that a Traditional Participant under a Unit Credit Plan has a Spouse and dies before his Annuity Starting Date at a time when he has a non-forfeitable interest in his Accrued Benefit, then the Spouse of such Participant shall be entitled to receive as a Death Benefit under the Plan (referred to as the "Pre-Retirement Spouse's Death Benefit") a survivor annuity, expressed in the form of a single life annuity payable monthly for the life of such Spouse commencing on the Spouse's Earliest Commencement Date, equal to the Pre-Retirement Spouse's Annuity determined as if the Participant had died on the day following his Annuity Starting Date under the appropriate one of the following assumed circumstances:

(i) If the Participant dies after attaining his Earliest Retirement Age, it shall be assumed both that he retired and that his Annuity Starting Date occurred on the day before his death, or

(ii) If the Participant dies on or before attaining his Earliest Retirement Age, it shall be assumed that he merely separated from the service of the Employer on the date of his death but survived until his Earliest Retirement Age which was also his Annuity Starting Date, provided, however, that if

the Participant was actually separated from the service of the Employer at his death, such assumption shall not increase his or his Spouse's benefit entitlement or accelerate the time of payment or the date which is the Participant's Earliest Retirement Age.

7.3(b) For purposes hereof:

(i) A Participant's "Earliest Retirement Age" is the earliest date under the Plan as of which he could elect to commence receiving his Accrued Benefit, on the assumption that he had merely separated from the service of the Employer on the date of his death and had continued to survive.

(ii) A Spouse's "Earliest Commencement Date" is the first day of the first calendar month in which the Participant would have reached his Earliest Retirement Age or, if he has already reached that date, the first day of the month immediately following the month in which the Participant died.

(iii) The "Pre-Retirement Spouse's Annuity" is the survivor annuity to which the Spouse would have been entitled under:

(A) The Joint and 50% Spouse Survivor Annuity form of payment described in subparagraph 8.2(a) if the Participant is not described in clause (iii) (B) of this subparagraph, or

(B) Any Joint and "more than 50%" Spouse Survivor Annuity form of payment for which the Participant has an election in force under subparagraph 8.2(c) at the time of his death.

7.3(c) If the Employer elects under Option 11(a) of the Adoption Agreement to provide a Supplemental Death Benefit under a Unit Credit Plan and a Traditional Participant in such Plan dies while an Eligible Employee and before his Annuity Starting Date, his Beneficiary shall be entitled to receive as a Death Benefit under the Plan (referred to herein as the "Supplemental Death Benefit") an amount equal to the excess of:

(i) The Actuarial Value of his non-forfeitable Accrued Benefit, over

(ii) The Actuarial Value of the Pre-Retirement Spouse's Death Benefit, if any, provided to his Spouse pursuant to subparagraph 7.3(a) hereof.

7.4 **Death Benefit under Cash Balance Plan**.

7.4(a) In the event that a Participant in a Cash Balance Plan has a Spouse and dies before his Annuity Starting Date at a time when he has a non-forfeitable interest in his Accrued Benefit, then

(i) If a Traditional Participant in such Plan has a Spouse at the date of his death, the Spouse of such Participant shall be entitled to receive the Pre-Retirement Spouse's Death Benefit described in subparagraphs 7.3(a) and (b) above unless the Employer elects to provide the Alternate Death Benefit described in clauses (ii) and (ii) below to such Traditional Participants.

(ii) If an Account Balance Participant or if permitted by the Employer, in Option 11(b), a Traditional Participant, has a Spouse at the date of his death and his Spouse is the Beneficiary, the Spouse of such Participant shall be entitled to receive the Alternate Death Benefit described in subparagraph 7.4(b) hereof.

(iii) If an Account Balance Participant or if permitted by the Employer, in Option 11(c), a Traditional Participant, does not have a Spouse at the date of death or his Spouse at the date of death is not the Beneficiary because he has a Beneficiary designation in force under which a Beneficiary is not his Spouse, the Beneficiary of the Participant shall be entitled to receive the Alternate Death Benefit described in subparagraph 7.4(c).

7.4(b) The "Alternate Death Benefit" payable to the Spouse is a single life annuity payable monthly for the life of the Spouse, as provided in subparagraph 8.1(d) equal to the Actuarial Equivalent of the greater of such Account Balance Participant's Account or the Actuarial Equivalent of such Account Balance Participant's Grandfathered Benefit payable as a lump sum on the date of death.

7.4(c) The "Alternate Death Benefit" payable to a Beneficiary is a lump sum amount payable as provided in subparagraph 8.1(c) equal to the greater of such Account Balance Participant's Account or the Actuarial Equivalent of such Account Balance Participant's Grandfathered Benefit payable as a lump sum on the date of death.

7.4(d) Any election by a Participant to name a Beneficiary other than his Spouse shall be made pursuant to paragraph 7.5, shall be considered a waiver of the Alternate Death Benefit and shall be consented to by his Spouse in accordance with the applicable provisions thereof. Unless permitted by the Employer, in Option 11(c), a Traditional Participant shall not be entitled to name a non-Spouse Beneficiary to receive a Death Benefit under this ARTICLE VII.

7.5 **Procedure for Naming Non-Spouse Beneficiary for Alternate Death Benefit**. Any election authorized by subparagraph 7.4(d) to name a Beneficiary other than his Spouse and thereby to waive the Spouse's interest in the Death Benefit shall be in writing, shall clearly indicate the election being made, and shall be filed with the Administrator within the time and in accordance with the procedures provided in the following subparagraphs to this paragraph.

7.5(a) The Administrator shall, by mail, personal delivery or other means permitted under Section 417 of the Code and during the Applicable Notice Period, provide the Participant with a written explanation of:

(i) The terms and conditions of the Alternate Death Benefit under subparagraph 7.4(c),

(ii) The Participant's right to make, and the effect of, such an election,

(iii) The rights of the Participant's Spouse regarding any such election as provided in subparagraph 7.4(d) and this paragraph, and

(iv) The Participant's right to make, and the effect of, a revocation of such an election.

(v) The relative values of the various optional forms of benefit under the plan as provided in Regs. 1.417(a) - 3.

7.5(b) For purposes hereof, the "Applicable Notice Period" with respect to a Participant is whichever of the following periods ends last:

(i) The period beginning on the first day of the Plan Year, and ending on the last day of the second Plan Year following the Plan Year, in which occurs the Participant's attainment of the age of thirty-two (32).

(ii) The period beginning one year before and ending one year after the Participant becomes a Participant.

(iii) The period beginning one year before and ending one year after the date the Participant may select a Beneficiary for all or part of his Death Benefit who is not his Spouse.

(iv) The period beginning one year before and ending one year after the Participant's separation from the service of the Employer in the case of a Participant who separates before attainment of age thirty-five (35); provided, however, if such Participant again becomes an Employee, the Applicable Notice Period for such Participant shall be redetermined.

7.5(c) A Participant's election authorized by subparagraph 7.4(d) to name a Beneficiary other than his Spouse and thereby to waive the Spouse's interest in the Death Benefit:

(i) May be filed with the Administrator at any time commencing on the first day of the Plan Year in which the Participant attains the age of thirty-five (35), or, if earlier, on the date he ceases to be an Employee (but only with respect to his non-forfeitable Accrued Benefit at such date) and ending on the date of his death; and

(ii) May, in the case of a Participant who will not attain the age of thirty-five (35) prior to the end of a Plan Year, be filed with the Administrator at any time, provided that such election shall be effective only during the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age thirty-five (35).

(iii) May be revoked in writing during the applicable election period, and another election may be made during such election period, at any time and any number of times.

7.5(d) Any election by a Participant authorized by subparagraph 7.4(d) to name a Beneficiary other than his Spouse and thereby to waive the Spouse's interest in the Death Benefit shall be subject to the following rules:

(i) Such election shall not be given effect unless either:

(A) The Participant's Spouse consents in writing to the election and the Spouse's consent acknowledges the effect of the election and is witnessed by a representative of the Plan or a notary public (or the equivalent), or

(B) It is established to the satisfaction of the Administrator that such consent may not be attained because there is no Spouse, because the Spouse cannot be located, because the Participant has been abandoned by the Spouse (which fact shall be determined under applicable law and evidenced by a court order so specifying), or because of such other circumstances as may be provided under Section 417(a)(2)(B) of the Code.

For purposes hereof, a representative of the Plan is any officer of the Employer, the Administrator or any other person designated as such in writing by any of the foregoing.

(ii) If a Spouse consents to a Participant's election, such consent shall either be in the form of:

(A) A limited consent which acknowledges any specific non-spouse Beneficiary or class of non-spouse Beneficiaries (including any multiple, contingent or successive Beneficiary or class of Beneficiaries) for whom a Death Benefit may have been increased by such consent, or

(B) A general consent which acknowledges the Spouse's right (and awareness thereof) to limit consent only to a specific Beneficiary or class of Beneficiaries and in which the Spouse voluntarily elects to relinquish such right.

(iii) If a Spouse consents to a Participant's election, any change of the Beneficiary thereunder (other than a revocation altogether of the election) by the Participant shall require the further consent of his Spouse in accordance with the applicable provisions of this subparagraph (unless the consent of the Spouse expressly permits such change by the Participant without any requirement of further consent by the Spouse).

(iv) Any such consent by a Spouse, or the establishment that the consent of a Spouse may not be obtained, shall be effective only with respect to such Spouse.

(v) Any such consent by a Spouse shall continue to be effective for so long as the Participant's election remains in force and may not be revoked by the Spouse.

ARTICLE VIII
Payment of Benefits

8.1 **Time of Payment**.

8.1(a) The non-forfeitable Accrued Benefit of a Participant shall become payable to the Participant, if then alive, at the earliest of the following applicable times:

(i) The Participant's Normal or Delayed Retirement Date on which he retires under the Plan.

(ii) The Participant's Normal Retirement Date if he is not then an Employee for reasons other than death.

(iii) The Required Beginning Date as determined under clause (vi) subparagraph 8.12(h).

(iv) If an Early Retirement Date under Option 6(a) of the Adoption Agreement has been selected by the Employer and/or if a Disability Retirement Date under Option 6(b) of the Adoption Agreement has been selected by the Employer, the first day of any calendar month designated by the Participant, which date shall not be earlier than:

(A) His Early or Disability Retirement Date, nor later than his Normal Retirement Date, if the Participant retires on his Early or Disability Retirement Date, or

(B) The date on which the Participant attains the age required for Early Retirement, nor later than his Normal Retirement Date, if the Participant ceased to be an Employee at a time when he had satisfied the service requirement for Early Retirement; but had not reached the earliest date as of which he could retire on Early Retirement,

provided the Participant files a written application therefor with the Administrator, in the case of Early Retirement, no later than thirty (30) days (or such other date as the Administrator may determine or permit on a uniform and non-discriminatory basis) before such designated date, in the case of Disability Retirement, no later than thirty (30) days (or such other date as the Administrator may determine on a uniform and non-discriminatory basis) after the later of his Disability Retirement Date or the date he is determined pursuant to subparagraph 5.4(b) to be eligible for Disability Retirement.

(v) Notwithstanding the foregoing, if the Employer elects under Option 12(e) of the Adoption Agreement to permit payment to begin while a Participant is still employed either upon a Participant's reaching age 70-1/2, upon a Participant's reaching Normal Retirement Date or upon a Participant's reaching Age 62, a Participant may, upon reaching the applicable date or age or at any time thereafter, elect to begin to receive his Accrued Benefit. Any such election shall be filed with the Administrator at least thirty (30) days (or other such date as the Administrator may determine or permit on a uniform and non-discriminatory basis) before the date the Participant wishes payment to begin. In the case of a Participant who elects to begin to receive payment at or after his Normal Retirement Date, the non-forfeitable Accrued Benefit of a Participant for each Plan Year after his Accrued Benefit commences pursuant to this clause shall commence to be paid as soon as possible after each such Plan Year.

8.1(b) Unless the Participant elects otherwise, the non-forfeitable Accrued Benefit of a Participant will be paid to the Participant, if then alive, beginning the sixtieth (60th) day after the latest of the end of the Plan Year in which occurs :

(i) The date on which the Participant attains age 65 (or if earlier, his Normal Retirement Age),

(ii) The 10th anniversary of the year in which the Participant commenced participation in the Plan, or

(iii) The date on which the Participant terminates service with the Employer.

8.1(c) The Pre-Retirement Spouse's Death Benefit described in paragraph 7.3 or subparagraph 7.4(a) shall become payable to his Spouse at the following applicable time:

(i) The date which would have been the Participant's Normal Retirement Date, if he dies before then.

(ii) The date which would have been the Participant's next available Delayed Retirement Date, if he dies on or after his Normal Retirement Date.

(iii) The first day of any calendar month coinciding with or following the Participant's death, if his Spouse requests in writing payment at that time and if earlier than the time for payment otherwise provided under this subparagraph. Any such request shall be filed with the Administrator at least thirty (30) days (or such other date as the Administrator may determine or permit on a uniform and non-discriminatory basis) before the date such Death Benefit is requested to be paid.

8.1(d) The Supplemental Death Benefit described in subparagraph 7.3(c) shall become payable to the Participant's Beneficiary on the first day of the calendar month following the date of the Participant's death.

8.1(e) The Alternate Death Benefit described in subparagraph 7.4(b) payable to the Participant's Spouse shall become payable to the Participant's Spouse at the following applicable time:

(i) The date which would have been the Participant's Normal Retirement Date, if he dies before then.

(ii) The date which would have been the Participant's next available Delayed Retirement Date, if he dies on or after his Normal Retirement Date.

(iii) The first day of any calendar month coinciding with or following the Participant's death, if his Spouse requests in writing payment at that time and if earlier than the time for payment otherwise provided under this subparagraph. Any such request shall be filed with the Administrator at least thirty (30) days (or such other date as the Administrator may determine or permit on a uniform and non-discriminatory basis) before the date such Death Benefit is requested to be paid.

8.1(f) The Alternate Death Benefit described in subparagraph 7.4(c) payable to a non-Spouse Beneficiary shall become payable to the Participant's Beneficiary on the first day of the calendar month following the date of the Participant's death.

8.1(g) Notwithstanding the foregoing provisions of this subparagraph, payment may be delayed for a reasonable period of time in the event the recipient cannot be located or is not competent to receive the benefit payment, there is a dispute as to the proper recipient of such benefit payment, additional time is needed to calculate the Accrued Benefit or Death Benefit, or additional time is necessary to properly explain the recipient's options.

8.1(h) Notwithstanding the foregoing provisions of this subparagraph, a Participant, or the Spouse of a Traditional Participant entitled to a Pre-Retirement Spouse's Death Benefit, may elect a later date on which such Accrued Benefit or Death Benefit shall become payable. Such later date shall not be later than:

(i) In the case of an election by the Participant, the Required Beginning Date as determined under clause (vi) subparagraph 8.12(h); and

(ii) In the case of an election by the Participant's Spouse, the later of (A) the end of the fifth (5th) calendar year if the benefit is to be paid in a lump sum, or otherwise the end of the first (1st) calendar year, following the calendar year in which the Participant's death occurred or (B) the January of the calendar year in which the Participant would have attained the age of seventy and one-half (70-1/2).

Such election shall be made in writing and filed with the Administrator at least thirty (30) days (or such other period as the Administrator may determine or permit on a uniform and non-discriminatory basis) before the date such Accrued Benefit or Death Benefit otherwise becomes payable, and it shall set forth and shall be conditioned upon the payment of such Accrued Benefit or Death Benefit in a form provided herein. Any such election may be revoked or modified at any time.

8.1(i) A Participant's Annuity Starting Date shall normally be the date as of which benefit payments to the Participant are to commence under subparagraph 8.1(a), 8.1(b) or 8.1(h); provided, however, that if such date would require such Annuity Starting Date to be a retroactive Annuity Starting Date, then the Participant's Annuity Starting Date shall be the first day of the calendar month following the date the written explanation required by Section 417(a)(3) of the Code and subparagraph 8.5(a) of the Plan is provided to the Participant.

8.1(j) Unless the Employer elects in Option 12(f) of the Adoption Agreement, the non-forfeitable Accrued Benefit of a Participant which is payable to an "alternate payee" (as defined in Section 414(p) of the Code) who is the Participant's spouse (including a former spouse) pursuant to a QDRO (regardless of when such order was accepted by the Administrator as qualified) may be paid in a Lump Sum Payment (as defined in clause (iv) of subparagraph 8.2(c)), as soon as practicable after the QDRO is delivered to the Administrator and determined to be a QDRO or at such later time as may be provided in such QDRO, where the Participant has neither attained the earliest retirement age under Section 414(p) of the Code or separated from the service of the Employer. With respect to orders accepted by the Administrator as qualified, prior to the date this Restatement of the Plan was executed, the Administrator shall notify the eligible alternate payees of the availability of the payment option described in this subparagraph.

8.2 **Form of Accrued Benefit Payment**. A Participant shall be paid the non-forfeitable Accrued Benefit to which he is entitled in one of the forms hereafter provided in this paragraph 8.2, commencing as provided in paragraph 8.1, and having the same Actuarial Value as the form stated in subparagraph 4.1(a), 4.2(a) or, if applicable, the Account.

8.2(a) Accrued Benefit payments to a Participant who has a Spouse shall be in the form of an immediate joint and survivor annuity which is an immediate annuity that provides for the payment to the Participant entitled thereto of equal monthly amounts on the first day of each calendar month during his lifetime and continuing thereafter for the lifetime of his Spouse at the rate of fifty percent (50%) of such monthly amounts payable to the Participant. This annuity is sometimes referred to as the "Joint and 50% Spouse Survivor Annuity" and, absent an election pursuant to subparagraph 8.2(c), is the automatic form of payment applicable to a Participant who has a Spouse.

8.2(b) Accrued Benefit payments to a Participant who does not have a Spouse shall be in the normal form of a single life annuity for the life of the Participant, payable in equal monthly amounts on the first day of each calendar month during the lifetime of such Participant. This annuity is sometimes referred to as the "Straight Life Annuity" and, absent an election pursuant to subparagraph 8.2(c), is the automatic form of payment applicable to a Participant who does not have a Spouse.

8.2(c) Each Participant shall have the right to elect in accordance with the provisions of paragraph 8.5 and, except in the case of a Joint and 75% or 100% Spouse Survivor Annuity described in clause (iii) below, with the consent of his Spouse (where necessary as determined under subparagraph 8.5(b)), in lieu of the automatic form of benefit provided in subparagraph 8.2(a) or (b), to receive his non-forfeitable Accrued Benefit in one of the following optional forms:

(i) The Single Life Annuity for the life of the Participant described in subparagraph 8.2(b).

(ii) A single annuity for the life of the Participant payable in equal monthly amounts on the first day of each calendar month during the lifetime of the Participant, but with one hundred twenty (120) monthly payments guaranteed and with any portion of the unpaid guaranteed payments at the Participant's death payable as a continuing term certain annuity to his Beneficiary. This annuity is sometimes referred to as the "Ten Year Certain and Life Annuity".

(iii) A joint and survivor annuity in the form described in subparagraph 8.2(a), but continuing as a survivor annuity for the life of the Participant's Spouse at (A) seventy-five percent (75%) or (B) one hundred percent (100%) of the amount of each monthly payment to the Participant. These annuities are sometimes referred to herein as a "Joint and 75% Spouse Survivor Annuity" and a "Joint and 100% Spouse Survivor Annuity", respectively. Effective for Plan Years beginning on or

after January 1, 2008, the Joint and 75% Spouse Survivor Annuity is designated as the "Qualified Optional Survivor Annuity" for purposes of Section 417(g) of the Code.

(iv) A lump sum in cash; provided, however, that such election shall be effective only if permitted as an optional form of payment hereunder only if and then to the extent selected by the Employer in Option 12(a) of the Adoption Agreement. This form of payment is referred to as the "Lump Sum Payment".

(v) If the Employer has elected under Option 12(d), equal annual Periodic Installments over a period of two (2), three (3), four (4) or five (5) years as selected by the Participant. The term "Periodic Installments" means periodic payments in amounts determined by the Administrator and paid annually. The equal annual Periodic Installments shall be determined so that the sum of all payments, when discounted back to the Annuity Starting Date at the first segment rate in effect at the Annuity Starting Date, equals the Lump Sum Payment. Any unpaid installments at the Participant's death payable shall be paid to his Beneficiary over the remaining period.

(vi) In the case of an Account Balance Participant, an annuity based on Eighty Percent (80%) of his Account balance payable in the normal form of benefit provided in subparagraph 8.2(a) or (b) or in any optional forms provided in subparagraph 8.2(c) and a lump sum in cash equal to Twenty Percent (20%) of his Account balance. This form is sometimes referred to as the "80/20 Option".

8.2(d) To the extent the payment provisions of the paragraphs 8.1, 8.2 and 8.3 are inconsistent with and violative of the requirements of Section 401(a)(9) of the Code, the provisions of paragraph 8.12 shall control.

8.2(e) The following rules are intended to comply with the direct rollover requirements of Section 401(a)(31) of the Code:

(i) Notwithstanding any contrary provision of the Plan, but subject to any de minimis or other exceptions or limitations provided for under Section 401(a)(31) of the Code:

(A) Any prospective recipient (whether a Participant, a surviving spouse, a current or former spouse who is an alternate payee under a qualified domestic relations order or any other person eligible to make a rollover) of a distribution from the Plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the Trustee to pay the distribution directly to an "eligible retirement plan";

(B) If (A) the present value of the entire non-forfeitable Accrued Benefit payable to a Participant exceeds $1,000, (B) the Participant has not attained the later of his Normal Retirement Age or the age of sixty-two (62) and (C) the Participant does not either consent in writing to a distribution to him (as opposed to a rollover to an "eligible retirement plan") or direct in writing the distribution be made to a specified "eligible retirement plan" or plans, then any "eligible rollover distribution" to the Participant shall be made by the Trustee's paying the distribution directly to an "eligible retirement plan" which is an individual retirement plan in a direct rollover to the individual retirement plan on behalf of the Participant (an "automatic rollover"). This clause does not apply to payment made to a person who is not a Participant;

(C) Effective for distributions made after December 31, 2006 and prior to the Plan Year beginning in 2010, any non-spouse designated Beneficiary within the meaning of

Section 401(a)(9)(E) of the Code who is a prospective recipient of a distribution from the Plan that would be an eligible rollover distribution, but for the fact that the recipient is not a Participant or a Participant's surviving spouse or current or former spouse who is an alternate payee under a qualified domestic relations order, may direct the Trustee to pay the distribution directly to an "inherited IRA"; and

(D) Effective for distributions made in Plan Years beginning on or after January 1, 2010, any non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code who is a prospective recipient of an "eligible rollover distribution" from the Plan may direct the Trustee to pay the distribution directly to an "inherited IRA"

(ii) For purposes hereof, the following terms have the meanings assigned to them in Section 401(a)(31) of the Code and, to the extent not inconsistent therewith, shall have the following meanings:

(A) The term "eligible retirement plan" means any of the following, as applicable:

(I) An individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) or an annuity plan described in Section 403(a) of the Code.

(II) A qualified defined benefit or defined contribution plan described in Section 401(a) of the Code that accepts the prospective recipient's eligible rollover distribution.

(III) An eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code 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.

(IV) The definition of eligible retirement plan applicable to a Participant shall also apply in the case of a distribution to a Participant's surviving spouse and to a Participant's spouse or former spouse who is the alternate payee under a QDRO.

(V) Effective for distributions made after December 31, 2007, an "eligible retirement plan" includes an individual retirement plan described in section 408A of the Code (sometimes referred to as a Roth IRA) provided that for tax years beginning before January 1, 2010, the recipient does not have modified adjusted gross income in excess of $100,000 and is not married filing a separate return, both as determined under Section 408A(c)(3)(B) of the Code.

(VI) For distributions made in Plan Years beginning on or after January 1, 2010, in the case of an eligible rollover distribution payable to a non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code, an "eligible retirement plan" means only an "inherited IRA".

(B) The term "eligible rollover distribution" means any distribution other than:

(I) A distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made either for the life (or life expectancy)

of the recipient or the joint lives (or joint life expectancies) of the recipient and his beneficiary who is an individual or for a specified period of ten (10) or more years,

(II) A distribution to the extent it is required under the minimum distribution requirement of Section 401(a)(9) of the Code,

(III) Any portion of any distribution that is not included in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities),

(IV) Any distribution that is reasonably expected to total less than $200 during a year,

(V) For distributions made after December 31, 2006 and before the first Plan Year commencing on or after January 1, 2010, any distribution which satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse and which is made to or on behalf of a non-spouse designated Beneficiary of a deceased Participant in a direct trustee-to-trustee transfer to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) established for the purpose of receiving the distribution where the individual retirement account or annuity is treated as an inherited individual retirement account or annuity within the meaning of Section 408(d)(3)(C) of the Code, or

(VI) Any other amount which is not considered an eligible rollover distribution for purposes of Section 402(c)(4) of the Code with respect to the Plan.

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 paid only (1) to a traditional individual retirement account or annuity described in Section 408(a) or (b) of the Code; (2) to a Roth individual retirement account or annuity described in Section 408A(a); (3) to a qualified defined contribution or defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code or, (4) to an annuity contract described in Section 403(b) of the Code that agrees to separately account 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.

(C) The term "inherited IRA" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) or, for Plan Years beginning in or after 2010, an individual retirement plan described in section 408A of the Code (sometimes referred to as a Roth IRA) established for the purpose of receiving the distribution where the individual retirement account or annuity or Roth IRA is treated as an inherited individual retirement account or annuity within the meaning of Section 408(d)(3)(C) or, as applicable, Section 409A(d)(3)(B) of the Code.

(iii) Any such direction shall be filed with the Administrator in such form and at such time as the Administrator may require and shall adequately specify the eligible retirement plan to which the payment shall be made.

(iv) The Trustee shall make payment as directed only if the proposed transferee plan will accept the payment.

(v) Any such plan to plan transfer shall be considered a distribution option under this Plan and shall be subject to all the usual distribution rules of this Plan (including but not limited to the requirement of spousal consent, where applicable, and an advance explanation of the option).

(vi) The Administrator is authorized in its discretion, applied on a uniform and non-discriminatory basis, to apply any discretionary de minimis or other discretionary exceptions or limitations provided for under Section 401(a)(31) of the Code in effecting or declining to effect plan to plan transfers hereunder.

(vii) Within a reasonable time (generally not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) nor less than thirty (30) days) before the benefit payment date of a prospective recipient of an eligible rollover distribution from the Plan, the Administrator shall provide the prospective recipient with a written explanation of the rollover and tax rules required by Section 402(f) of the Code. In addition, where the prospective distribution is described in clause (i)(B) of this subparagraph, the Administrator shall provide the written notice to the prospective recipient required by Sections 401(a)(31)(B)(i) of the Code (either separately or at the time the notice under Section 402(f) of the Code is provided) that the automatic rollover to individual retirement plan pursuant to clause (i)(B) of this subparagraph may be transferred to another individual retirement plan.

(viii) In the case of an automatic rollover described in clause (i)(B) of this subparagraph:

(A) Unless otherwise determined by the Employer named in Option 1 of the Adoption Agreement by written agreement with another Plan fiduciary as reflected in Option 12(b)(11) of the Adoption Agreement, the Trustee shall determine the individual retirement plan to receive the automatic rollover and the initial investment under the individual retirement plan in which the automatic rollover is invested;

(B) The automatic rollover shall be made to an individual retirement plan within the meaning of Section 7701(a)(37) of the Code;

(C) In connection with the automatic rollover, the Trustee (or if elected by the Employer in Option 12(b)(11), the Administrator) shall enter into a written agreement with the individual retirement plan provider that provides:

(I) The rolled-over funds shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity;

(II) For purposes of clause (viii)(C)(I) of this subparagraph, the investment product selected for the rolled-over funds shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the individual retirement plan;

(III) The investment product selected for the rolled-over funds shall be offered by a state or federally regulated financial institution, which shall be either (1) a bank or savings association, the deposits of which are insured by the Federal Deposit

Insurance Corporation, (2) a credit union, the member accounts of which are insured within the meaning of Section 101(7) of the Federal Credit Union Act, (3) an insurance company, the products of which are protected by State guaranty associations, or (4) an investment company registered under the Investment Company Act of 1940;

(IV) All fees and expenses attendant to an individual retirement plan, including investments of the individual retirement plan (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by the individual retirement plan provider for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of Section 401(a)(31)(B) of the Code; and

(V) The recipient on whose behalf the Plan makes an automatic rollover shall have the right to enforce the terms of the contractual agreement establishing the individual retirement plan, with regard to his rolled-over funds, against the individual retirement plan provider;

(D) Participants shall be furnished a summary plan description, or a summary of material modifications, that describes the Plan's automatic rollover provisions effectuating the requirements of Section 401(a)(31)(B) of the Code, including an explanation that the mandatory distribution in the form of an automatic rollover will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity, a statement indicating how fees and expenses attendant to the individual retirement plan will be allocated (i.e., the extent to which expenses will be borne by the account holder alone or shared with the distributing Plan or the Employer), and the name, address and phone number of a plan contact (to the extent not otherwise provided in the summary plan description or summary of material modifications) for further information concerning the Plan's automatic rollover provisions, the individual retirement plan provider and the fees and expenses attendant to the individual retirement plan; and

(E) Both the Trustee's (or if elected by the Employer in Option 12(b)(11), the Administrator's) selection of an individual retirement plan and the investment of funds must not result in a prohibited transaction under Section 406 of the Act, unless such actions are exempted from the prohibited transaction provisions by a prohibited transaction exemption issued pursuant to Section 408(a) of the Act.

It is intended that the automatic rollover provisions of the Plan satisfy the safe harbor therefore under Department of Labor regulations section 2550.404a-2, and such provisions shall be interpreted and administered in accordance therewith.

8.3 **Form of Death Benefit Payment.**

8.3(a) The Pre-Retirement Spouse's Death Benefit payable pursuant to subparagraph 7.3(a) or clause (i) of subparagraph 7.4(a) shall be paid in the form of a single annuity for the life of the Spouse entitled thereto payable in equal monthly amounts on the first day of each calendar month during the lifetime of the Spouse, commencing as provided in paragraph 8.1 and having the same Actuarial Value as the form stated in subparagraph 7.3(a).

8.3(b) Notwithstanding the provisions of subparagraph 8.3(a), a Spouse entitled thereto may elect to receive the Actuarial Value of the Pre-Retirement Spouse's Death Benefit in the form of a Lump Sum Payment if and to the extent selected by the Employer in Option 12(a) of the Adoption Agreement. Such election shall be filed by such Spouse with the Administrator during the one hundred eighty (180) day (or in the case of distributions made before January 1, 2007, ninety (90) day) period ending on the benefit payment date.

8.3(c) The Supplemental Death Benefit shall be paid in the form of a lump sum payment at the time provided in paragraph 8.1, which payment shall be increased for interest at the rate used to determine Actuarial Equivalents for each complete calendar month from the first day of the month following the date of the Participant's death (if not paid on that date) to the date of payment.

8.3(d) Alternate Death Benefit payable pursuant to clause (ii) of subparagraph 7.4(a) with respect to an Account Balance Participant shall be paid in the form of a single annuity for the life of the Spouse entitled thereto payable in equal monthly amounts on the first day of each calendar month during the lifetime of the Spouse. Notwithstanding the foregoing, the Spouse may elect to receive the Alternate Death Benefit as a lump sum payment at the time provided in paragraph 8.1. This form of payment is sometimes referred to herein as a "Lump Sum" or a "Lump Sum Payment". Any such election by a Spouse shall be made in writing and filed with the Administrator at least thirty (30) days (or such other period as the Administrator may determine or permit on a uniform and non-discriminatory basis) before the date such Death Benefit otherwise becomes payable.

8.3(e) Alternate Death Benefit payable pursuant to clause (iii) of subparagraph 7.4(a) with respect to an Account Balance Participant shall be paid in the form of a lump sum payment at the time provided in paragraph 8.1. This form of payment is sometimes referred to herein as a "Lump Sum" or a "Lump Sum Payment".

8.4 **Benefit Cash-Out and Accelerated Payment of Pre-Retirement Spouse's Death Benefit**. Notwithstanding the time and form of payment provided for under paragraphs 8.1, 8.2 and 8.3:

8.4(a) In lieu of payment pursuant to paragraph 8.2 or 8.3 (but only prior to the time the benefit commences to be paid in annuity or other form thereunder), the Actuarial Value of the non-forfeitable Accrued Benefit of a Participant or the Pre-Retirement Spouse's Death Benefit with respect to a Traditional Participant (whichever is applicable) shall be paid, to the extent permitted by the Employer in Option 12 of the Adoption Agreement, in the form of a lump sum in cash (a cash-out") as soon as reasonably practicable (generally during the last month of each Plan Year) after the Participant's termination of employment with the Employer or death, or, if earlier, any required time for benefit commencement under subparagraph 8.1(a) upon satisfaction of one of the following conditions:

(i) If such cash-outs are required under Option 12(b), the Actuarial Value of such Participant's entire non-forfeitable Accrued Benefit does not exceed $5,000 or if applicable any lower amount elected in Option 12(b);

(ii) If such cash-outs are required under Option 12(b), the Actuarial Value of the Pre-Retirement Spouse's Death Benefit if such Participant has died, does not exceed $5,000;

(iii) If such cash-outs are permitted under Option 12(c), the Actuarial Value of such Participant's entire non-forfeitable Accrued Benefit exceeds $5,000, and such Participant consents in writing to the cash-out, with the written consent of his spouse when required by subparagraph 8.5(b), during the one hundred eighty (180) day (or in the case of distributions made before January 1, 2007, ninety (90) day) period ending on the Annuity Starting Date; or

(iv) If such cash-outs are permitted under Option 12(c), the Actuarial Value of the Pre-Retirement Spouse's Death Benefit with respect to such Participant exceeds $5,000, and such Participant had died and his Spouse consents in writing to the cash-out during the one hundred eighty (180) day (or in the case of distributions made before January 1, 2007, ninety (90) day) period ending on the Annuity Starting Date.

In the event payment in the form of a cash-out is available under Option 12(c) where the Actuarial Value of the entire non-forfeitable Accrued Benefit exceeds $5,000, the Participant or Spouse, as the case may be, shall also be offered the option to receive such benefit as an immediate annuity payable in the automatic form of payment described in subparagraph 8.2(a) or (b), as applicable, or paragraph 8.3 in the case of the Pre-Retirement Spouse's Death Benefit, and notice and explanation of the available options must be given to the Participant or Spouse, as the case may be, not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) nor less than thirty (30) days before the Annuity Starting Date. If payment under clause (iii) or (iv) of this subparagraph is not consented to, payment shall be made at the time and in the form provided under paragraphs 8.1, 8.2 and 8.3. A Participant's Annuity Starting Date for this purpose shall normally be the date as of which the cash-out payment to the Participant is scheduled to be made; provided, however, that if such date would require such Annuity Starting Date to be a retroactive Annuity Starting Date, then the Participant's Annuity Starting Date shall be the first day of the calendar month following the date the written explanation required by Section 417(a)(3) of the Code and subparagraph 8.5(a) of the Plan is provided to the Participant.

8.4(b) If the Spouse of a Participant is entitled to payment of a Pre-Retirement Spouse's Death Benefit under paragraph 8.3, notwithstanding the time of benefit payment otherwise provided herein, a benefit having the same Actuarial Value as such benefit may commence to be paid in the form described in paragraph 8.3 at any time after the Participant's death and before his Spouse's Earliest Commencement Date if an election therefor is filed by such Spouse with the Administrator during the one hundred eighty (180) day (or in the case of distributions made before January 1, 2007, ninety (90) day) period ending on the Annuity Starting Date.

8.5 **Notice, Election and Consent Procedures Regarding Accrued Benefit Payment**. Any election authorized by subparagraph 8.2(c) and any designation or consent to a date for payment by a Participant shall be in writing, shall clearly indicate the election or designation being made or the consent being given, and shall be filed with the Administrator within the time and in accordance with the procedures provided in the following subparagraphs to this paragraph.

8.5(a) Except as provided in herein, the Administrator shall within a reasonable time (generally not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) nor less than thirty (30) days) before a Participant's Annuity Starting Date, by mail or personal delivery provide the Participant with a written explanation of:

(i) The terms and conditions of the applicable forms of payment, including his normal form of payment under subparagraph 8.2(a) or (b) and, effective for Plan Years beginning on or after January 1, 2008, the Qualified Optional Survivor Annuity form of payment under subparagraph 8.2(c), as the case maybe, including the following:

(A) A description of the form of payment,

(B) A description of the eligibility conditions for the form of payment,

(C) A description of the relative financial effects of electing the form of payment,

(D) A description of the relative value of the form of payment compared, as determined by the Administrator, to either the form of payment described in subparagraph 8.2(a) (if available to the Participant) or, if the Participant has a Spouse or may designate a non-Spouse contingent annuitant to receive a joint and survivor annuity comparable to the form of payment described in subparagraph 8.2(b), the form of payment described in subparagraph 8.2(b), including disclosure regarding assumptions used in determining relative values, and

(E) A description of any other material features of the form of payment. Such information shall be provided in compliance with the expanded content requirements of Inc. Tax Regs. Section 1.417(a)-3 (or any subsequent IRS guidance thereto), and may be provided, as determined by the Administrator, either by providing specific information relating to any or all of the available forms of payments and the particular Participant or by providing generally applicable information or estimates in lieu of specific Participant information and granting the right to the Participant to request more Participant specific information as contemplated by Section 417(a)(3) of the Code for any form of payment for which specific information is not initially so provided and, in either case, utilizing any available special rules permitted thereunder.

(ii) The Participant's right to make, and the effect of, an election to waive his normal form of payment under subparagraph 8.2(a) or (b), as the case may be, by electing another form of payment for his Accrued Benefit, including, effective for Plan Years beginning on or after January 1, 2008, the Qualified Optional Survivor Annuity form of payment under subparagraph 8.2(c),

(iii) The rights of the Participant's Spouse regarding any such election as provided in subparagraph 8.5(b),

(iv) The Participant's right to make, and the effect of, a revocation of an election to waive his normal form of payment under subparagraph 8.2(a) or (b) or, effective for Plan Years beginning on or after January 1, 2008, the Qualified Optional Survivor Annuity form of payment under subparagraph 8.2(c), as the case may be, and

(v) The Participant's right to delay receipt of his non-forfeitable Accrued Benefit until such later date allowed under paragraph 8.1, including the right to modify or revoke any election thereunder and, where the Actuarial Value of the distribution exceeds $5,000, is made prior to the Participant's attaining the later of age sixty-two (62) or his Normal Retirement Age and if made in Plan Years beginning after December 31, 2006, the consequences of failing to delay or defer payment, including the increase in the payment amount resulting from delayed or deferred payment.

8.5(b) Any election by a Participant regarding the form of his benefit payment where consent by his Spouse is specifically required shall be subject to the following rules:

(i) Such election shall not be given effect unless either:

(A) The Participant's Spouse consents in writing thereto and the Spouse's consent acknowledges the effect of such election and is witnessed by a representative of the Plan or a notary public (or the equivalent) or both if required by the Administrator, or

(B) It is established to the satisfaction of the Administrator that such consent may not be obtained because there is no Spouse, because the Spouse cannot be located, because

the Participant has been abandoned by the Spouse (which fact shall be determined under applicable law and evidenced by a court order so specifying), or because of such other circumstances as may be provided under Section 417(a)(2)(B) of the Code.

For purposes hereof, a representative of the Plan is any officer of the Employer, the Administrator or any other person designated as such in writing by any of the foregoing.

(ii) If a Spouse consents to a Participant's election, such consent regarding a form of payment under which benefits could be paid to the Participant's Beneficiary shall either be in the form of:

(A) A limited consent which acknowledges the specific non-Spouse Beneficiary or class of non-Spouse Beneficiaries (including any multiple, contingent or successive Beneficiary or class of Beneficiaries), if any, and the applicable form(s) of payment under the Plan (including the form of payment to the Beneficiary), or

(B) If permitted by the Administrator on a uniform and non-discriminatory basis, a general consent which acknowledges the Spouse's right (and awareness thereof) to limit consent only to a specific Beneficiary or class of Beneficiaries or a specific form of payment (if there is more than one) and in which the Spouse voluntarily elects to relinquish one or both of such rights.

(iii) If a Spouse consents to a Participant's election, any change (other than a timely revocation by the Participant of an election regarding the form of payment of his Accrued Benefit or a change to a form of payment that does not require a spousal consent) by the Participant to his Beneficiary designation or the form of payment to his Beneficiary shall require the further consent of his Spouse in accordance with the applicable provisions of this subparagraph (unless the Spouse has given a general consent under clause (ii)(B) of this subparagraph which expressly permits changes therein by the Participant without any requirement of further consent by the Spouse).

(iv) Any such consent by a Spouse may not be revoked by such Spouse but shall be automatically revoked in connection with a revocation or election or consent change by the Participant.

(v) Any such consent by a Spouse, or the establishment that the consent of a Spouse need not be obtained, shall be effective only with respect to such Spouse.

(vi) Any such consent by a Spouse must be given not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) before the Annuity Starting Date and, except as provided in clause (iii) of subparagraph 1.11(a), not later than the Annuity Starting Date.

8.5(c) A Participant's designation of, consent to or election of payment before his Normal Retirement Date under paragraph 8.1 and his election authorized by subparagraph 8.2(c) (together with any necessary consent by his Spouse) must be filed with the Administrator not more than one hundred eighty (180) days (or in the case of distributions made before January 1, 2007, ninety (90) days) before the Annuity Starting Date and, except as provided in clause (iii) of subparagraph 1.11(a), not later than the Annuity Starting Date. If the written explanation required by subparagraph 8.5(a) is not provided to the Participant at least thirty (30) days before the scheduled Annuity Starting Date and clause (iii) of subparagraph 1.11(a) does not apply, the Annuity Starting Date may be deferred by the Administrator until at least thirty (30) days after the written explanation is provided. Such designation, consent or election may be revoked in writing during the

applicable period, and another designation, consent or election may be made during such period, at any time and any number of times.

8.5(d) If a Participant elects an optional form of payment under subparagraph 8.2(c) and dies before his Annuity Starting Date, the elected form of payment shall not be given effect and no benefit under the Plan shall be payable with respect to the Participant except the Death Benefit as may be provided under ARTICLE VII.

8.5(e) If a Participant elects an optional form of payment under subparagraph 8.2(c) which provides for a life annuity to a contingent annuitant after his death and if the contingent annuitant dies before the Participant's Annuity Starting Date, such optional form of payment shall not be given effect and such Participant's Accrued Benefit shall be paid in the form otherwise applicable to or subsequently elected by him.

8.5(f) Notwithstanding the other distribution timing rules herein, such distribution may commence less than thirty (30) days after any notice or explanation required by subparagraph 8.5(a) is given, provided that:

(i) The Administrator clearly informs the recipient that, where applicable, the recipient has a right to a period of at least thirty (30) days after receiving the notice or explanation to consider the decision of whether or not to elect or consent to a distribution (and, if applicable, a particular distribution option),

(ii) The recipient, after receiving the notice or explanation, affirmatively elects a distribution,

(iii) The Annuity Starting Date is after the date that the notice or explanation is provided to the Participant, and

(iv) If the distribution is one to which Section 417 of the Code applies, the distribution commences more than seven (7) days after the notice or explanation is given.

8.6 **Suspension or Deferral of Benefits on Re-employment**.

8.6(a) If a Traditional Participant under a Unit Credit Plan is re-employed by the Employer before his Normal Retirement Date, benefit payments to which he is entitled shall be suspended during the balance of the period of his re-employment by the Employer, subject, however, to the benefit commencement requirements of paragraph 8.1. Upon such Participant's subsequent death, retirement, other termination of employment with the Employer or commencement of benefits while employed by the Employer, such Participant's non-forfeitable Accrued Benefit or Death Benefit, as the case may be, shall be redetermined (subject to appropriate actuarial adjustment as set forth in ARTICLE XX to the Plan and to increase in the same for any additional benefits earned under the Plan) and shall be paid in the form then applicable to or elected by the recipient. All such redetermined non-forfeitable Accrued Benefits shall be reduced by the Actuarial Value of any benefit payments previously made to the Participant which are not repaid to the Plan and with respect to which his service for benefit accrual purposes is not disregarded in calculating his Accrued Benefit.

8.6(b) If a Traditional Participant under a Unit Credit Plan is re-employed by the Employer on or after his Normal Retirement Date at a time when he is entitled to his benefits under the Plan with respect to his prior service or a Participant continues in the employment of the Employer at a time when his benefits under the Plan are required to be in pay status, his benefits under the Plan with respect to his prior employment

and payment thereof shall not be affected by such re-employment or continued employment, but any additional benefit under the Plan to which he may be entitled by reason of such re-employment or continued employment shall be added to his previously earned benefits as of the end of each Plan Year in which the same is accrued and shall thereafter be paid in the same manner and at the same time as his benefits earned with respect to his prior employment.

8.6(c) If a Participant under a Cash Balance Plan is re-employed by the Employer, the provisions of subparagraph 4.2(h) shall govern.

8.7 **Benefit Determination and Payment Procedure**.

8.7(a) The Administrator shall make all determinations concerning eligibility for benefits under the Plan, the time or terms of payment, and the forms or manner of payment to the Participant or the Participant's Beneficiary, in the event of the death of a Participant. The Administrator shall promptly notify the Trustee of each such determination that benefit payments are due or should cease to be made and provide to the Trustee all other information necessary to allow the Trustee to carry out said determination, whereupon the Trustee shall pay or cease to pay such benefits from the Fund in accordance with the Administrator's determination.

8.7(b) In making the determinations described in subparagraph 8.7(a), the Administrator shall take into account the terms of any QDRO received with respect to the non-forfeitable Accrued Benefit of the Participant or any Death Benefit with respect to the Participant. The time and form of payment with respect to the QDRO and the time and form of payment chosen by the Participant or his Beneficiary or required by the Plan shall not be altered by the terms of the QDRO. The Administrator shall make all determinations regarding benefit payments to be made pursuant to a QDRO. Any benefit payment which may be subject to the terms of a domestic relations order reviewed by the Administrator shall be suspended during the period the Administrator is considering whether the order is a QDRO. In the event that benefits are in pay status at the time that a domestic relations order is received, the Administrator shall promptly notify the Trustee of the amount, if any, of the benefit payments that must be suspended for the period required by the Administrator to determine the status of the order. Upon the completion of the Administrator's review or other determination of the status of the order, the Administrator shall promptly notify the Trustee of the time benefit payments are to commence or resume, and of the identity of, and the amount and form of benefits to be paid to, the person or persons to whom payment is to be made.

8.7(c) Benefit payment due under a Unit Credit Plan to the Participant or his Beneficiary, in the event of the death of the Participant, shall be determined as of the Annuity Starting Date. Any payments actually commencing more than two (2) months after the Annuity Starting Date shall bear interest for each whole month during which they were not paid at the applicable interest rate used for determining the Actuarial Equivalent of the Accrued Benefit under the Plan.

8.7(d) Benefit payment due under a Cash Balance Plan to the Participant or his Beneficiary, in the event of the death of the Participant, shall be determined as of the actual date on which the payments commence so that Interest Credits are added to the account until paid.

8.7(e) The Administrator shall have the right to direct the Trustee to purchase from an Insurer and either hold in the Fund or distribute to any Participant or his Beneficiary entitled thereto a Policy which will provide the annuity or other benefits under the Plan to which such Participant or his Beneficiary is entitled or elects to receive, provided proper application therefor is delivered to the Trustee. Such Policy shall provide annuity or other benefits at the time and in the form required under the Plan, and in the event such Policy is distributed to a Participant or his Beneficiary, it shall provide for an election as to each time and form of payment provided in the Plan, which election shall be subject where applicable to the requirement of spousal

consent described in subparagraph 8.5(b) and shall be consistent with the other applicable requirements of paragraph 8.1, 8.4 , 8.5 and 8.12 determined as of the annuity starting date under the Policy. Each such Policy shall be owned by and transferable only by the Trustee and, if distributed, shall provide that the Participant or his Beneficiary entitled thereto is the retirement payee and death beneficiary thereunder. Any Policy distributed to the Participant shall be non-transferable.

8.8 **Claims Procedure.**

8.8(a) A Participant or Beneficiary (the "claimant") shall have the right to request any benefit under the Plan by filing a written claim for any such benefit with the Administrator on a form provided or approved by the Administrator for such purpose. The Administrator (or a claims fiduciary appointed by the Administrator) shall give such claim due consideration and shall either approve or deny it in whole or in part. The following procedure shall apply:

(i) The Administrator (or a claims fiduciary appointed by the Administrator) may schedule and hold a hearing.

(ii) If the claim is not a Disability Benefit Claim, within ninety (90) days following receipt of such claim by the Administrator, notice of any approval or denial thereof, in whole or in part, shall be delivered to the claimant or his duly authorized representative or such notice of denial shall be sent by mail (postage prepaid) to the claimant or his duly authorized representative at the address shown on the claim form or such individual's last known address. The aforesaid ninety (90) day response period may be extended to one hundred eighty (180) days after receipt of the claimant's claim if special circumstances exist and if written notice of the extension to one hundred eighty (180) days indicating the special circumstances involved and the date by which a decision is expected to be made is furnished to the claimant or his duly authorized representative within ninety (90) days after receipt of the claimant's claim.

(iii) If the claim is a Disability Benefit Claim, within forty-five (45) days following receipt of such claim by the Administrator, notice of any approval or denial thereof, in whole or in part, shall be delivered to the claimant or his duly authorized representative or such notice of denial shall be sent by mail to the claimant or his duly authorized representative at the address shown on the claim form or such individual's last known address. The aforesaid forty-five (45) day response period may be extended to seventy-five (75) days after receipt of the claimant's claim if it is determined that such an extension is necessary due to matters beyond the control of the Plan and if written notice of the extension to seventy-five (75) days indicating the circumstances involved and the date by which a decision is expected to be made is furnished to the claimant or his duly authorized representative within forty-five (45) days after receipt of the claimant's claim. Thereafter, the aforesaid seventy-five (75) day response period may be extended to one hundred five (105) days after receipt of the claimant's claim if it is determined that such an extension is necessary due to matters beyond the control of the Plan and if written notice of the extension to one hundred five (105) days indicating the circumstances involved and the date by which a decision is expected to be made is furnished to the claimant or his duly authorized representative within seventy-five (75) days after receipt of the claimant's claim. In the event of any such extension, the notice of extension shall specifically explain, to the extent applicable, the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide any specified information which is to be provided by the claimant.

(iv) Any notice of denial shall be written in a manner calculated to be understood by the claimant and shall:

(A) Set forth a specific reason or reasons for the denial,

(B) Make reference to the specific provisions of the Plan document or other relevant documents, records or information on which the denial is based,

(C) Describe any additional material or information necessary for the claimant to perfect the claim and explain why such material or information is necessary,

(D) Explain the Plan's claim review procedures, including the time limits applicable to such procedures (which are generally contained in of subparagraph 8.8(b)), and provide a statement of the claimant's right to bring a civil action in state or federal court under Section 502(a) of the Act following an adverse determination on review of the claim denial,

(E) In the case of a Disability Claim filed before April 1, 2018 (or such later effective date permitted by the Department of Labor), the notice will be written in a manner calculated to be understood by the claimant and shall:

(I) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either provide the specific rule, guideline, protocol or other similar criterion, or provide a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant or his duly authorized representative upon request in writing, and

(II) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or provide a statement that such explanation will be provided free of charge upon request in writing.

(F) In the case of a Disability Benefit Claim filed on or after April 1, 2018 (or such later effective date as permitted by the Department of Labor), the notice will be provided in a culturally and linguistically appropriate manners as described in applicable regulations and:

(I) Provide a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant, the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, or a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration,

(II) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an

explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or provide a statement that such explanation will be provided free of charge upon request in writing

(III) Explain the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such a rule, guideline, protocol or other similar criteria of the Plan do not exist,

(IV) Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

8.8(b) A Participant or Beneficiary whose claim filed pursuant to subparagraph 8.8(a) has been denied, in whole or in part, may, within sixty (60) days (or one hundred eighty (180) days in the case of a Disability Benefit Claim) following receipt of notice of such denial, make written application to the Administrator for a review of such claim, which application shall be filed with the Administrator. For purposes of such review, the following procedure shall apply:

(i) The Administrator (or a claims fiduciary appointed by the Administrator) may schedule and hold a hearing.

(ii) The claimant or his duly authorized representative shall be provided the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.

(iii) The claimant or his duly authorized representative shall be provided, upon request in writing and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to such claim and may submit to the Administrator written comments, documents, records, and other information relating to such claim.

(iv) The Administrator (or a claims fiduciary appointed by the Administrator) shall make a full and fair review of any denial of a claim for benefits, which shall include:

(A) Taking into account all comments, documents, records, and other information submitted by the claimant or his duly authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination, and

(B) In the case of a Disability Benefit Claim filed before April 1, 2018 (or such later effective date as permitted by the Department of Labor:

(I) Providing for a review that does not afford deference to the initial claim denial and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the claim denial that is the subject of the review, nor the subordinate of such individual,

(II) In making its decision on a review of any claim denial that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or

not medically necessary or appropriate, consulting with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment,

(III) Providing to the claimant or his authorized representative, the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim denial that is the subject of the review, without regard to whether the advice was relied upon in making the benefit determination,

(IV) Ensuring that the health care professional engaged for purposes of a consultation under clause (iv)(B)(II) of this subparagraph shall be an individual who is neither an individual who was consulted in connection with the claim denial that is the subject of the review, nor the subordinate of any such individual.

(C) In the case of a Disability Benefit Claim filed on or after April 1, 2018 (or such later effective date permitted by the Department of Labor):

(I) Before issuing an adverse benefit determination on review, the Administrator shall provide the claimant, free of charge, before issuing an adverse benefit determination on review, with any new or additional evidence considered, relied upon, or generated by the Plan or other person making the benefit determination (or at the direction of the Plan, such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under paragraph 8.8(b) to give the claimant a reasonable opportunity to respond prior to that date, and

(II) Before the Plan can issue an adverse benefit determination on review based on a new or additional rationale, the Administrator shall provide the claimant, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

(v) If the claim is not a Disability Benefit Claim, the decision on review shall be issued promptly, but no later than sixty (60) days after receipt by the Administrator of the claimant's request for review, or one hundred twenty (120) days after such receipt if a hearing is to be held or if other special circumstances exist and if written notice of the extension to one hundred twenty (120) days indicating the special circumstances involved and the date by which a decision is expected to be made on review is furnished to the claimant or his duly authorized representative within sixty (60) days after the receipt of the claimant's request for a review.

(vi) If the claim is a Disability Benefit Claim, the decision on review shall be issued promptly, but no later than forty-five (45) days after receipt by the Administrator of the claimant's request for review, or ninety (90) days after such receipt if a hearing is to be held or if other special circumstances exist and if written notice of the extension to ninety (90) days indicating the special circumstances involved and the date by which a decision is expected to be made on review is furnished to the claimant or his duly authorized representative within forty-five (45) days after the receipt of the claimant's request for a review.

(vii) The decision on review shall be in writing, shall be delivered or mailed by the Administrator to the claimant or his duly authorized representative in the manner prescribed in subparagraph 8.8(a) for notices of approval or denial of claims, shall be written in a manner calculated to be understood by the claimant and shall in the case of an adverse determination:

(A) Include the specific reason or reasons for the adverse determination,

(B) Make reference to the specific provisions of the Plan on which the adverse determination is based,

(C) Include a statement that the claimant is entitled to receive, upon request in writing and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits,

(D) Include a statement of the claimant's right to bring a civil action in state or federal court under Section 502(a) of the Act following the adverse determination on review,

(E) In the case of a Disability Benefit Claim filed before April 1, 2018 (or such later effective date permitted by the Department of Labor) shall be written in a manner calculated to be understood by the claimant and:

(I) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either provide the specific rule, guideline, protocol or other similar criterion, or provide a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant or his duly authorized representative upon request in writing,

(II) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or provide a statement that such explanation will be provided free of charge upon request in writing, and

(III) Provide the following statement (if applicable and appropriate): "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

(F) In the case of a Disability Claim filed on or after April 1, 2018 (or such later effective date permitted by the Department of Labor)), the notice shall be provided in a culturally and linguistically appropriate manner and shall:

(I) Provide a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant, the views of medical or vocational professionals whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice

was relief upon in making the determination, or a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration,

(II) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or provide a statement that such explanation will be provided free of charge upon request in writing, and

(III) Provide the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination, or a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist, and

(IV) Include a statement of the claimant's right to bring a civil action in state or federal court under Section 502(a) of the Act following the adverse determination on review, and any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

The Administrator's decision made in good faith shall be final.

8.8(c) The period of time within which a benefit determination initially or on review is required to be made shall begin at the time claim or request for review is filed in accordance with the procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted pursuant to this paragraph due to the failure of a claimant or his duly authorized representative to submit information necessary to decide a claim or review, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant or his duly authorized representative until the date on which the claimant or his duly authorized representative responds to the request for additional information.

8.8(d) For purposes of the Plan's claims procedure:

(i) A "Disability Benefit Claim" is a claim for a Plan benefit whose availability is conditioned on a determination of disability and where the Plan's claim's adjudicator must make a determination of disability in order to decide the claim. A claim is not a Disability Benefit Claim where the determination of disability is made by a party (other than the Plan's claim's adjudicator or other fiduciary) outside the Plan for purposes other than making a benefit determination under the Plan (such as a determination of disability by the Social Security Administration or under the Employer's long term disability plan).

(ii) A document, record, or other information shall be considered "relevant" to a claimant's claim if such document, record, or other information (A) was relied upon in making the benefit determination, (B) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination, (C) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination, or (D) in the case of a Disability Benefit Claim, constitutes a statement of policy or guidance with respect to the

Plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

(iii) Effective April 1, 2018 (or such later effective date as permitted by the Department of Labor), in the case of a Disability Benefit Claim, the Plan shall ensure that all claims and appeals for disability benefits are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) shall not be based upon the likelihood that the individual will support the denial of benefits.

8.8(e) The Administrator may establish reasonable procedures for determining whether a person has been authorized to act on behalf of a claimant.

8.9 **Beneficiary Designation**.

8.9(a) Subject to the rights of his Spouse to receive a survivor life annuity under paragraph 8.2 or a Pre-Retirement Spouse's Death Benefit under subparagraph 7.3 or clause (i) of subparagraph 7.4(a) or the Alternate Death Benefit under clause (ii) of subparagraph 7.4(a) (for which purposes the Participant's Spouse shall be considered a Beneficiary) and the right of his Spouse to consent to specific non-spouse Beneficiaries, if any, under paragraph 7.4 or subparagraph 8.5(b), each Participant shall have the right to notify the Administrator in writing of any designation of a Beneficiary to receive, if alive, benefits under the Plan in the event of his death. Such designation may be changed from time to time by notice in writing to the Administrator, subject where specifically required to consent by his Spouse.

8.9(b) If a Participant dies without having designated a Beneficiary, or if the Beneficiary so designated has predeceased the Participant, except when his Beneficiary is his Spouse entitled to a survivor life annuity or Pre-Retirement Spouse's Death Benefit or Alternate Death Benefit, then the his estate shall be deemed to be his Beneficiary.

8.9(c) Any Beneficiary designation may include multiple, contingent or successive Beneficiaries and may specify the proportionate distribution to each Beneficiary. If a Beneficiary shall survive the Participant, but shall die before the entire benefit payable to such Beneficiary has been distributed, then absent any other provision by the Participant, the unpaid amount of such benefit shall be distributed to the estate of the deceased Beneficiary. If multiple Beneficiaries are designated, absent provisions by the Participant, those named or the survivors of them shall share equally any benefits payable under the Plan. Any Beneficiary, including the Participant's spouse, shall be entitled to disclaim any benefit otherwise payable to him under the Plan.

8.10 **Distribution of Benefit When Distributee Cannot Be Located**. The Administrator shall make all reasonable attempts in accordance with the Department of Labor Field Assistance Bulletin No. 2014-01 to determine the identity and/or whereabouts of a Participant, a Participant's Spouse or a Participant's Beneficiary entitled to any benefit under the Plan, including the mailing by certified mail of a notice to the last known address shown on the Employer's, Administrator's and/or Trustee's records, checking related Plan and Employer records, checking with the designated Plan Beneficiary and using free electronic search tools. If the Administrator, or the Trustee with the assistance of the Administrator, is unable to identify and/or locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, within seven (7) years after such amount becomes payable, the Administrator, at the end of such seven (7) year period, will direct that all unpaid amounts which would have been payable to such Participant, Participant's Spouse or Beneficiary shall be forfeited. Any such amounts shall be reinstated should the Participant, Participant's

Spouse or Beneficiary submit a claim to the Administrator which establishes to its satisfaction the entitlement of such person to those benefits.

8.11 **Minimum Amount Paid Monthly**. Notwithstanding any other provisions of this ARTICLE VIII, monthly benefits equal to Twenty Dollars ($20.00) or less need not be paid monthly, but may be accumulated and paid annually on the last day of each Plan Year.

8.12 **Minimum Distribution Requirements**.

8.12(a) General Rules.

(i) Precedence. Subject to subparagraph 8.2(a), the Joint and Survivor Annuity Requirements, the requirements of this paragraph shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of the Plan.

(ii) Requirements of Treasury Regulations Incorporated. All distributions required under this paragraph will be determined and made in accordance with Section 401(a)(9) of the Code, including the incidental death benefits requirements in Section 401(a)(9)(G) of the Code and the Inc. Tax Regulations thereunder.

(iii) 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 life of the Participant and a Designated Beneficiary,

(C) A period certain not extending beyond the life expectancy of the Participant, or

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

8.12(b) Time and Manner of Distribution.

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

(ii) 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 provided in subparagraph 8.12(j), 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 provided in subparagraph 8.12(j), 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 (5th) anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this clause (ii), other than clause (ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this clause (ii) of this subparagraph and subparagraph 8.12(e), distributions are considered to begin on the Participant's Required Beginning Date (or if clause (ii)(D) above applies, the date distributions are required to begin to the surviving spouse under clause (ii)(A) above). If distributions under an annuity meeting the requirements of this paragraph 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 clause (ii)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(iii) 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 (1st) distribution calendar year distributions will be made in accordance with subparagraphs 8.12(c), (d) and (e) of this paragraph. 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 Section 401(a)(9) of the Code and Section 1.409(a)(9) of the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Section 1.401(a)(9) of the Treasury regulations that apply to individual accounts.

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

(i) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) The annuity distributions will be paid in periodic payments made at 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 subparagraph 8.12(d) or (e);

(C) Once payments have begun over a period certain, the period certain will not be changed only in accordance with subparagraph 8.12(f);

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

(I) By an annual percentage increase that does not exceed the annual 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 five percent (5%) per year, applied not less frequently that annually;

(IV) As a result of dividends 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 not 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 the actuarial gain from investment experience;

(d) The assumed interest rate used to calculate the actuarial gain is not less than three percent (3%); and

(e) The annuity payments are not increased by a constant percentage as described in (III).

(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 subparagraph 8.12(d) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(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 Section 411(a)(7) of the Code) calculated as of the Annuity Starting Date using the applicable interest rate defined in subparagraph 20.1(b) of the Plan and the applicable mortality table defined in subparagraph 20.1(c) of the Plan (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 the 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.

(ii) 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 clause (ii)(A) or (B) of subparagraph 8.12(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 (1st) 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.

(iii) Additional Accruals After First (1st) Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first (1st) distribution calendar year will be distributed beginning with the first (1st) payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

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

(i) 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 Section 1.401(a)(9)-6 Q&A 2(c)(2),in the manner described in Q&A 2(c)(1) of the Treasury regulations. 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.

(ii) 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 Section 1.401(a)(9)-9 Q&A 2 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 Q&A 2 of the Treasury regulations plus the excess of seventy (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 clause, 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 Section 1.401(a)(9)-9 Q&A 3 of the Treasury regulations, 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.

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

(i) 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 paragraph, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) Death Before Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as provided in subparagraph 8.12(j), 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 clause (ii)(A) or (B) of subparagraph 8.12(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 (1st) 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 (1st) 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 (5th) 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 clause 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 clause (ii)(A) of subparagraph 8.12(b).

8.12(f) Changes to Annuity Payment Period.

(i) Permitted Changes. An annuity payment period may be changed only in association with an annuity payment increase described subparagraph 8.12(c)(i)(D) or in accordance with this subparagraph.

(ii) Reannuitization. An annuity payment period may be changed and the annuity payments modified in accordance with that change in the conditions in clause (iii) of this subparagraph 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.

(iii) Conditions. The conditions in the subparagraph are satisfied if:

(A) The future payments after the modification satisfy the requirements of Section 401(a)(9) of the Code, Section 1.401(a)(9) of the Treasury regulations and this paragraph (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 the modification as the entire interest of the Participants);

(B) For purposes of Sections 415 and 417 of the Code, 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 Section 415 of the Code (determined at the original annuity starting date, using 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 Section 401(a)(9) of the Code and this paragraph.

8.12(g) Payments to a Surviving Child.

(i) Special Rule. For purposes of this paragraph, payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the surviving Spouse to the extent such payments become payable to the surviving Spouse upon cessation of payments to the child.

(ii) Age of Majority. For purposes of this subparagraph, 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 Section 72(m)(7) of the Code 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.

8.12(h) Definitions.

(i) Actuarial Gain. The term "actuarial gain" means the difference between the amount determined using the actuarial assumptions (i.e., investment returns, mortality, expense and other similar assumptions) used to calculate the initial payments before adjustments for any increase 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 the annuity

was purchased or commences and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

(ii) Designated Beneficiary. The term "Designated Beneficiary" means the individual who is designated as the Participant's Beneficiary under the Plan and is the Designated Beneficiary of the Participant under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(iii) Distribution calendar year. The term "distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first (1st) 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 (1st) distribution calendar year is the calendar year in which distributions are required to begin under clause (ii) of subparagraph 8.12(b).

(iv) Eligible cost-of living index. The term "eligible cost of living index" means an index described in paragraphs (b)(2), (b)(3) or (b)(4) of Section 1.401(a)(9)-6 Q&A 14 of the Treasury regulations.

(v) Life expectancy. The term "life expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 Q&A 1 of the Treasury regulations.

(vi) Required Beginning Date. The term "Required Beginning Date" means, in the case of a Participant, the later of the first day of April of the calendar year following the calendar year in which the Participant attains the age seventy and one-half (70-1/2), or retires, except that benefit distributions to a 5-Percent Owner must commence by the first day of April of the calendar year following the calendar year in which the 5-Percent Owner attains the age seventy and one-half (70-1/2).

(A) Any Participant who is not a 5-Percent Owner and who reaches age seventy and one-half (70-1/2) while employed by the Employer and on or before December 31, 1998 may elect to begin to receive his non-forfeitable Accrued Benefit at any time after he attains the age of seventy and one-half (70-1/2) and at or before the April 1 of the calendar year following the calendar year in which he attains the age of seventy and one-half (70-1/2). The non-forfeitable Accrued Benefit of a Participant for each Plan Year after his Accrued Benefit commences pursuant to this clause shall commence to be paid as soon as possible after each such Plan Year.

(B) Any Participant (other than a 5-Percent Owner) attaining the age of 70-1/2 in years prior to 1997 may elect to stop distributions and recommence by the April 1 of the calendar year following the year in which the Participant retires. In such case, the Participant shall have a new Annuity Starting Date upon recommencement.

(C) If the Employer elects under Option 12(e) of the Adoption Agreement, any Participant who is not a 5-Percent Owner and who reaches age seventy and one-half (70-1/2) while employed by the Employer may elect to begin to receive his non-forfeitable Accrued Benefit at any time after he attains the age of seventy and one-half (70-1/2). The non-forfeitable Accrued Benefit of a Participant for each Plan Year after his Accrued Benefit commences pursuant to this clause shall commence to be paid as soon as possible after each such Plan Year. Otherwise, Participant's other than 5-Percent Owners attaining age 70-1/2 after 1998 shall not automatically commence to be paid until such Participant retires.

(vii) 5-Percent Owner. The term "5-Percent Owner" means a Participant who is a 5 percent owner as defined in Section 416 of the Code at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70-1/2. Once distributions have begun to a 5-Percent Owner under this paragraph, they must continue to be distributed, even if the Participant ceases to be a 5-Percent Owner in a subsequent year.

8.12(i) TEFRA Elections.

(i) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this paragraph and subject to the availability of optional forms of benefit payments under paragraph 8.2, Joint and Survivor Annuity requirements, distributions 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 (TEFRA) (a "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 the Plan under Section 401(a)(9) of the Code as in effect prior to amendment made 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 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.

(ii) 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 distributions to be made upon the death of the Employee

(iii) 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 distributions satisfies the requirements of subparagraphs 8.12(i)(i)(A) and 8.12(i)(i)(E)

8.12(j) Notwithstanding the foregoing:

(i) Except as provided in clause (ii) of this subparagraph, if the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in clause (ii) of subparagraph 8.12(b) of the Plan, but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth (5th) 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, the preceding sentence will apply as if the surviving Spouse were the Participant.

(ii) The Participant's Designated Beneficiary may elect on an individual basis whether the 5-year rule or the life expectancy rule in clause (ii) of subparagraph 8.12(b) and 8.12(e) of the Plan applies to distributions after the death of the Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under clause (ii) of subparagraph 8.12(b) of the Plan or September 30 of the calendar year which contains the fifth (5th) anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If the Beneficiary does not makes an election under this clause, distributions will be made in accordance with clause (i) of this subparagraph.

(iii) 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 IX
Additional Restrictions and Limitations on Payments and Benefits

9.1 **Pre-termination Limitations on Annual Payments to Certain Highly Compensated Employees**. In the event of the payment of benefits prior to the termination of the Plan, the Annual Payment to each Participant who is among the twenty-five (25) Highly Compensated Employees who have the greatest Total Compensation and his Beneficiary shall be limited as follows:

9.1(a) No Annual Payment may exceed an amount determined as if payments had been made in the form of a Single Life Annuity which is the Actuarial Equivalent of the sum of the Participant's Accrued Benefit and any other Restricted Benefit under the Plan (other than a social security supplement, within the meaning of Section 1.411(a)-7(c)(4)(ii) of the Treasury regulations) and the amount the Employee is entitled to receive as a social security supplement.

9.1(b) The limitation described in subparagraph 9.1(a) shall not apply if one of the following conditions is met:

(i) The value of the assets of the Plan equals or exceeds, after the payment to such Participant or Beneficiary of all Restricted Benefits otherwise due under the Plan, one hundred ten percent (110%) of the value of Current Liabilities of the Plan in the case of Plan Years beginning before January 1, 2009 or one hundred ten percent (110%) of the Plan's Funding Target in the case of Plan Years beginning on or after January 1, 2009,

(ii) The Actuarial Value of such individual's Restricted Benefit is less than one percent (1%) of the Plan's Current Liabilities in the case of Plan Years beginning before January 1, 2009 or one percent (1%) of the Plan's Funding Target in the case of Plan Years beginning on or after January 1, 2009, or

(iii) The Actuarial Value of such individual's Restricted Benefit does not exceed $5,000.

9.1(c) For purposes of this paragraph:

(i) "Annual Payment" means the sum of the value of all distributions of Restricted Benefits, whether in cash or in assets, made with respect to a Plan Year to or on behalf of a Participant.

(ii) "Current Liabilities" shall be determined pursuant to Section 412(l)(7) of the Code for purposes of determining the required and/or permissible contributions under Section 302 of the Act and Sections 412 and 404 of the Code and in a manner consistent with Treas. Regs. Section 1.401(a)(4)-5(b).

(iii) "Funding Target" shall be determined pursuant to Section 430(d)(1) of the Code for purposes of determining the required and/or permissible contributions under Section 302 of the Act and Sections 412 and 404 of the Code and in a manner consistent with Treas. Regs. Section 1.401(a)(4)-5(b).

(iv) "Restricted Benefit" means all benefits due under the Plan (whether vested Accrued Benefits, Death Benefits or other benefits), including loans in excess of the amount set forth in Section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to a living Participant and any death benefits not provided for by insurance on the life of the Participant, but excluding Death Benefits provided for by insurance on the life of the Participant and the value of current life insurance protection provided under the Plan to a Participant.

(v) The value of the assets of the Plan and the Plan's Current Liabilities, in the case of Plan Years beginning before January 1, 2009, or the Plan's Funding Target in the case of Plan Years beginning on or after January 1, 2009 shall be determined as of the same date for purposes of applying this paragraph.

9.1(d) Notwithstanding the foregoing, the restrictions contained in this paragraph 9.1 shall not prevent or limit an Annual Payment to any Participant or to his Beneficiary if, prior to or at the time of such payment, the conditions of clauses (i), (ii) and (iii) below are satisfied:

(i) The Plan is in full force and effect.

(ii) The Participant or Beneficiary enters into a written agreement with the Trustee and the Employer which written agreement shall be acceptable to the Employer and the Benefits Corporation and acknowledged by the Trustee and shall be to the effect that until any of the conditions in subparagraph 9.1(b) is satisfied, in the event that the Plan is terminated, then the Participant or Beneficiary (or, in the case of his death, his estate) will repay to the Trustee a sum equal to his Restricted Amount.

(iii) The obligation of repayment under the agreement referred to in clause (ii) of this paragraph is Adequately Secured.

9.1(e) For purposes hereof:

(i) "Adequately Secured" means the providing to the Trustee of either:

(A) A bond or undertaking furnished by an insurance company, bonding company or other surety licensed to do business in any state of the United States, approved by the U.S. Treasury Department as an acceptable surety for federal bonds and acceptable to the Employer and the Benefits Corporation or an irrevocable letter of credit furnished by a bank supervised by a federal or state agency, licensed to do business in the applicable jurisdiction

in which the Plan is maintained and acceptable to the Employer and the Benefits Corporation, which bond, undertaking or letter of credit:

(I) Is for an amount equal to one hundred percent (100%) of the Restricted Amount which would be repayable if the Plan had terminated on the date of distribution of such Annual Payment, and

(II) Provides that if repayment is required pursuant to clause (ii) of subparagraph 9.1(d) and if the Participant or Beneficiary (or, in the case of his death, his estate) fails to promptly repay to the Plan the amount he is then required to repay under such repayment agreement, the insurance company, bonding company or other surety or the bank, as the case may be, will be unconditionally obligated to pay to the Plan the full amount of the unpaid Restricted Amount upon demand by the Administrator, or

(B) The deposit by the Participant or Beneficiary with a depository or depositories (which may include a custodian or trustee of an individual retirement account) acceptable to the Employer and the Benefits Corporation of cash or property acceptable to the Employer and the Benefits Corporation having a fair market value equal to at least one hundred twenty-five percent (125%) of the Restricted Amount which would be repayable if the Plan had terminated on the date of distribution of such Annual Payment under an agreement with the depository which provides that:

(I) Periodic accountings of the assets held by the depository will be provided to the Administrator on such basis as the Administrator shall require,

(II) If the fair market value of assets held by the depository falls below one hundred ten percent (110%) of the Restricted Amount, the Participant or Beneficiary will deposit additional cash or property necessary to bring the value of the assets held by the depository up to one hundred twenty-five percent (125%) of such amount,

(III) If repayment is required pursuant to clause (ii) of subparagraph 9.1(d) or if the Participant or Beneficiary fails to deposit any additional necessary cash or property within twenty (20) days after demand by the Administrator, the depository shall, upon certification of such fact and the amount of the repayment obligation by the Administrator, promptly pay over to the Trustee the Restricted Amount (to the extent of the value of the assets then held by the depository),

(IV) The depository shall not redeliver any cash or property held under the agreement to the Participant or Beneficiary (or his estate) except upon receipt of a certification of the Administrator that the Participant or Beneficiary (or his estate) is no longer obligated to repay any amount under the agreement referred to in clause (ii) of subparagraph 9.1(d), provided however that the Participant or Beneficiary (or his estate) may have the right to receive any income from the assets placed on deposit subject to the obligations to maintain the value of the assets held by the depository as described in this clause (i)(B) of this subparagraph and that the Participant or Beneficiary (or his estate) may have the right to receive any other amount from the assets placed on deposit to the extent the fair market value of the assets exceeds one hundred twenty-five percent (125%) of the Restricted Amount, and

(V) The Participant or Beneficiary (or his estate) may substitute an arrangement described in clause (i)(A) of this subparagraph at any time with the consent of the Employer and the Benefits Corporation.

(ii) "Restricted Amount" means the excess, at the date of determination of the Restricted Amount (which will initially be at the date the restricted distribution is made and thereafter will be as provided herein or as otherwise agreed), of:

(A) The Actuarial Value (based only on an interest adjustment) of payments that actually were distributed to the Participant or Beneficiary (which amount is also known as and sometimes referred to as the "accumulated amount of the distributions"), over

(B) The Actuarial Value (based only on an interest adjustment) of payments that could have been distributed to the Participant or Beneficiary, commencing when distribution actually commenced, had the distribution actually been limited by this paragraph 9.1 (which amount is also known as and sometimes referred to as the "accumulated amount of the non-restricted limit").

9.2 **Restrictions on Benefits at Plan Termination**. The Accrued Benefits of the Highly Compensated Employees shall be limited to a benefit which is non-discriminatory as determined under Section 401(a)(4) of the Code.

9.3 **Restricted Benefit Payments pursuant to Section 436 of the Code**. Restricted benefits under this paragraph shall be effective for Plan Years beginning on or after January 1, 2008.

9.3(a) Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than eighty percent (80%) (or would be less than eighty percent (80%) to the extent described in subparagraph 9.3(a)(ii) below) but is not less than sixty percent (60%), then the limitations set forth in this subparagraph 9.3(a) apply.

(i) 50 Percent (50%) Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary (including an Alternate Payee under a QDRO) is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the Actuarial Value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(A) Fifty percent (50%) of the Actuarial Value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(B) One hundred percent (100%) of the PBGC maximum benefit guarantee amount (as defined in Treas. Reg. Section 1.436-1(d)(3)(iii)(C)).

The limitation set forth in this subparagraph 9.3(a)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary (including an alternate payee under a QDRO) as of the annuity starting date because of the application of the requirements of this subparagraph 9.3(a)(i), the Participant or Beneficiary (including an alternate payee under a QDRO) is permitted

to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Treas. Reg. Section 1.436-1(d)(3)(iii)(D)) and elect:

(A) With respect to the unrestricted portion, the Participant or Beneficiary (including an alternate payee under a QDRO) may elect to commence to receive such portion in any available form of benefit payable under the Plan at that annuity starting date as if it were the Participant's entire benefit under the Plan; or

(B) With respect to the restricted portion, the Participant or Beneficiary (including an alternate payee under a QDRO) may elect to commence to receive such portion in any available form of payment that does not include a prohibited payment at the same annuity starting date as that applicable to his unrestricted portion.

Alternatively, the Participant or Beneficiary (including an alternate payee under a QDRO) may also elect to receive the entire benefit any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the fifty percent (50%)/PBGC maximum benefit guarantee amount limitation described in this subparagraph 9.3(a)(i), or may elect to defer the entire benefit in accordance with any general right to defer commencement of benefits under the Plan.

For purposes of this subparagraph benefits provided with respect to a Participant and any Beneficiary (including an alternate payee under a QDRO) of the Participant are aggregated. If the only benefit payable under the Plan is payable to a Beneficiary (including an alternate payee under a QDRO) with respect to the Participant's death, the prohibited payment is determined by substituting the lifetime of the Beneficiary (including an alternate payee under a QDRO) for the life of the Participant in determining the monthly amount of the single life annuity or, in the case of a Beneficiary (including an alternate payee under a QDRO) who is not an individual, the prohibited payment is determined by substituting the monthly amount payable in installments over two hundred forty (240) months for the life of the Participant in determining the monthly amount.

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than eighty percent (80%); or

(B) Eighty percent (80%) or more, but would be less than eighty percent (80%) if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this subparagraph 9.3(a)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

9.3(b) Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than sixty percent (60%) (or would be less than sixty percent (60%) to the extent described in subparagraph 9.3(b)(ii) below), then the limitations in this subparagraph 9.3(b) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. A Participant or Beneficiary (including an Alternate Payee under a QDRO) is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this subparagraph 9.3(b)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than sixty percent (60%); or

(B) Sixty percent (60%) or more, but would be less than sixty percent (60%) if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is one hundred percent (100%).

(iii) Benefit Accruals Frozen. As described in paragraph 4.10, benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this subparagraph 9.3(b)(iii), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

9.3(c) Notwithstanding any other provisions of the Plan, a Participant or Beneficiary (including an Alternate Payee under a QDRO) is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Employer is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Employer is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this subparagraph 9.3 (c) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.

9.3(d) Provisions Applicable After Limitations Cease to Apply.

(i) Resumption of Prohibited Payments. If a limitation on prohibited payments under subparagraphs 9.3(a)(i), 9.3(b)(i) or 9.3(c) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the plan as of a later section 436 measurement date, then that limitation does not apply to benefits with Annuity Starting Dates that are on or after that later section 436 measurement date. Participants who had an annuity starting date during the period in

which the restrictions in subparagraphs 9.3(a) and (b) applied shall continue to receive benefits in the form previously elected, unless the Plan is amended to permit a new election.

(ii) Resumption of Benefit Accruals. If a limitation on benefit accruals under subparagraph 9.3(b)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume only in accordance with the provisions of paragraph 4.10. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR Section 2530.204-2(c) and (d).

(iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of subparagraph 9.3(b)(ii), but is permitted to be paid later in the same plan year (as a result of additional contributions or pursuant to the Plan's enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treas. Reg. Section 1.436-1(g)(5)(ii)(B)), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the plan (determined without regard to subparagraph 9.3(b)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.

(iv) Treatment of Plan Amendments That Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of subparagraphs 9.3(a)(ii) or 9.3(b)(iii) but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the Plan's enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treas. Reg. Section 1.436-1(g)(5)(ii)(C)), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

9.3(e) Notice Requirement. See section 101(j) of ERISA for rules requiring the Plan Administrator of a single employer defined benefit pension plan to provide a written notice to Participants and Beneficiaries within thirty (30) days after certain specified dates if the Plan has become subject to a limitation described in subparagraphs 9.3(a)(i), 9.3(b) or 9.3(c).

9.3(f) Methods to Avoid or Terminate Benefit Limitations. See Section 436(b)(2), (c)(2), (e)(2), and (f) of the Code and Treas. Reg. Section 1.436-1(f) for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in subparagraphs 9.3(a) through 9.3(c) for a Plan Year. In general, the methods an Employer may use to avoid or terminate one or more of the benefit limitations under subparagraphs 9.3(a) through 9.3(c) for a Plan Year include employer contributions and elections to increase the amount of plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

9.3(g) Special Rules.

(i) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

(A) In General. Section 436(h) of the Code and Treas. Reg. Section 1.436-1(h) set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the plan year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Treas. Reg. Section 1.436-1(h)(4)(ii) of but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Section 436(h) of the Code and Treas. Reg. Section 1.436-1(h) applies to the Plan, the limitations under subparagraphs 9.3(a) through 9.3(c) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Section 436(h) of the Code and Treas. Reg. Section 1.436-1(h)(1), (2), or (3). These presumptions are set forth in subparagraphs 9.3(g)(i)(B) though (D).

(B) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under subparagraphs 9.3(a), 9.3(b) or 9.3(c) applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date subparagraphs 9.3(g)(i)(C) or 9.3(g)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(II) The first day of the current Plan Year is a section 436 measurement date.

(C) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least sixty percent but less than seventy percent (70%) or at least eighty percent (80%) but less than ninety percent (90%), or is described in Treas. Reg. Section 1.436-1(h)(2)(ii), then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date subparagraph 9.3(g)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by ten (10) percentage points; and

(II) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

(D) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Treas. Reg. Section 1.436-1(h)(4)(ii) but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than sixty percent; and

(II) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

(ii) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

(A) First Five (5) Plan Years. The limitations in subparagraphs 9.3(a)(ii), 9.3(b)(ii) and 9.3(b)(iii) do not apply to the Plan for the first five (5) Plan Years of the Plan if the Plan is a new plan, determined under the rules of Section 436(i) of the Code and Treas. Reg. Section 1.436-1(a)(3)(i).

(B) Plan Termination. The limitations on prohibited payments in subparagraphs 9.3(a)(i), 9.3(b)(i), and 9.3(c) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this paragraph of the Plan do not cease to apply as a result of termination of the Plan.

(C) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans. The limitations on prohibited payments set forth in subparagraphs 9.3(a)(i), 9.3(b)(i) and 9.3(c) do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participants. This subparagraph 9.3(g)(ii)(C) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.

(D) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under subparagraph 9.3(g)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under subparagraphs 9.3(a)(ii) and 9.3(b)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Treas. Reg. Section 1.436-1(g)(2)(iii).

(iii) Special Rules Under PRA 2010.

(A) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under subparagraphs 9.3(a)(i) or 9.3(b)(i) apply to payments under a social security leveling option, within the meaning of Section 436(j)(3)(C)(i) of the Code, the Plan's adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years"

under Section 436(j)(3) of the Code and any regulations or other published guidance thereunder issued by the Internal Revenue Service.

(B) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under subparagraph 9.3(b)(iii) applies to the Plan, the Plan's adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Section 436(j)(3) of the Code (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 ("PRA 2010"), if applicable).

(iv) Interpretation of Provisions. The limitations imposed by this section of the Plan shall be interpreted and administered in accordance with Section 436 of the Code and Treas. Reg. Section 1.436-1.

9.3(h) For purposes of this paragraph, the following terms have the meanings set forth below:

(i) "Adjusted funding target attainment percentage" means the percentage described in Treas. Regs. Section 1.430(d)-1(b)(3) using the presumptions described in Treas. Regs. 1.436-1(g) and (h) and as modified by the Worker, Retiree and Employer Recovery Act of 2008.

(ii) "Annuity starting date" means the date described in Treas. Regs. Section 1.436-1((j)(2).

(iii) "Prohibited payment" means any payment for a month that is in excess of the amount that would be paid under a single life annuity (plus any Social Security supplements), any payment to purchase an irrevocable commitment from an insurer to pay benefits, any transfer of assets and liabilities to another plan maintained by the same employer, and any other amount identified by the Commissioner of Internal Revenue Service as a prohibited payment, all as specifically defined in Treas. Regs. Section 1.436-1(j)(6) and other than a cash-out permitted under Section 411(a)(11) of the Code.

(iv) "Restricted benefit" (or "restricted portion") means the Accrued Benefit in excess of the unrestricted benefit.

(v) "Section 436 measurement date" means the date used to determine when the limitations of Section 436 of the Code apply or cease to apply as specifically defined in Treas. Regs. Section 1.436-1(j)(8).

(vi) "Unpredictable contingent event" means (A) a plant shutdown (whether full or partial) or (B) similar event or an event other than attainment of any age, performance of service receipt of compensation or the occurrence of death or disability for which a benefit is paid or increased that would not otherwise have been payable as specifically defined in Treas. Regs. Section 1.436-1(j)(9).

(vii) "Unrestricted benefit" (or "unrestricted portion") means the lesser of (A) (I) fifty percent (50%) of the amount of the optional form of benefit payment that could otherwise be paid without regard to the provisions of this paragraph or, (II) in the case of an optional form of benefit that provides a social security leveling feature (as defined in Treas. Regs. Section 1.411(d)-(3)(g)(16)) or a refund of employee contribution feature (as defined in Treas. Regs. Section 1.411(d)-(3)(g)(11)), the amount of the payment that would be made under such optional form of benefit if the Participant's Accrued Benefit was fifty percent (50%) smaller or (B) the present value of the Participant's maximum benefit guaranteed by the Pension Benefit Guaranty Corporation.

ARTICLE X
The Fund

10.1 **Trust Fund and Exclusive Benefit**. The Trustee shall receive all contributions under and all assets transferred to the Plan and shall invest and administer them as a trust fund (the "Fund") for the exclusive benefit of the Participants and Beneficiaries hereunder in accordance with the Plan. Except as otherwise expressly provided herein, no part of the corpus or income of the Fund shall revert to or be used or enjoyed by the Employer or be used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and the defrayal of reasonable expenses of the Plan and Fund. The rights of all persons hereunder are subject to the terms of the Plan.

10.2 **Plan and Fund Expenses**. Unless or to the extent not paid by the Employer without being advanced subject to reimbursement (which shall make such payments as directed by the Benefits Corporation) or unless prohibited by the Act or the Code, all expenses of the Plan and the Fund, including reasonable legal, accounting, custodial, brokerage, consulting and other fees and expenses incurred in the establishment, amendment, administration, termination of the Plan or the Fund and termination of the Employer's participation in this master plan known as the State Bankers Association Master Defined Benefit Pension Plan and Trust and/or the compensation of the Trustee and other fiduciaries of the Plan to the extent provided under the Plan, and all taxes of any nature whatsoever, including interest and penalties, assessed against or imposed upon the Fund or the income thereof shall be paid out of the Fund and shall constitute a charge upon the Fund upon such basis as the Trustee may determine; provided, however, that if not paid by the Employer as directed by the Benefits Corporation, the Trustee shall not be required to seek reimbursement. The Benefits Corporation may cause the Employer to advance any or all such expenses and/or taxes on behalf of the fund, subject to the Employer's right of reimbursement from the fund if so directed by the Benefits Corporation and to the applicable prohibited transaction provisions of the Act and the Code.

10.3 **Reversions to the Employer.**

10.3.(a) If a contribution by the Employer is made under a mistake of fact, upon written direction by the Benefits Corporation, the Trustee shall return to the Employer an amount equal to such mistaken contribution, less any losses attributable to such mistaken contribution, within one year after payment of such contribution. If a contribution by the Employer is made conditioned upon its deductibility for federal income tax purposes and there is a final determination of the disallowance of a deduction under Section 404 of the Code for such contribution or portion thereof, upon written direction by the Employer, the Trustee shall return to the Employer an amount equal to the amount of such contribution or portion thereof so disallowed, less any losses attributable to such contribution, within one year after such final determination.

10.3(b) If it is finally determined by the Internal Revenue Service or a court of competent jurisdiction on review of the Internal Revenue Service's determination that the Plan as initially adopted (if an application for a determination is timely filed with the Internal Revenue Service by the date, including extensions thereof, on which the Employer's federal income tax return for its taxable year in which the Plan was adopted is due to be filed) does not qualify under Section 401 of the Code, the Trustee shall return to the Employer within one year after the date of notice of such disqualification all assets attributable to its contributions to the Plan received by the Trustee and made since the date the Plan was adopted, except to the extent otherwise directed by the Employer.

10.3(c) After the termination of the Plan as a whole and after all fixed and contingent liabilities of the Fund to Participants and their Beneficiaries have been satisfied, any remaining assets of the Fund shall be distributed to the Employer.

10.4 **No Interest Other Than Plan Benefit**. Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific part of the Fund or any interest other than his right to receive benefits in accordance with the provisions of the Plan.

10.5 **Provisions Relating to Insurer**.

10.5(a) No Insurer shall be deemed a party to the Plan or responsible for the validity thereof.

10.5(b) No Insurer shall be required to determine either:

(i) That a person for whom the Trustee applies for a Policy is, in fact, eligible for participation or entitled to benefits under the Plan,

(ii) Any fact necessary for the proper issuance of any Policy or Contract, or

(iii) The proper distributions or further application of any moneys paid by it to the Trustee in accordance with the written direction of the Trustee;

and with respect to each of the foregoing, the Insurer shall be fully indemnified and protected in relying upon the advice and direction of the Trustee.

10.5(c) Any notice, direction, application or other communication whatsoever shall be accepted by the Insurer as duly authorized and executed if signed by the Trustee. The Insurer shall be fully protected in assuming that the Trustee is as shown in the latest notification received by it at its home office.

10.5(d) Except as may be otherwise provided in any binding receipt issued by the Insurer, there shall be no coverage and no annuity or death benefit payable under any Policy to be purchased from any Insurer until such Policy shall have been issued and the premium therefor shall have been paid.

10.5(e) In the event of any conflict between the terms of the Plan and the terms of the Policy or Contract, the provisions of the Plan will control.

10.6 **Payments from the Fund**. The Trustee shall make all payments from the Fund which become due hereunder in accordance with the written instructions or directions of the Administrator. In directing the Trustee to make any payments or deliveries out of the Fund, the Administrator shall follow the provisions of the Plan. The Trustee acting in accordance with such instructions or directions shall be fully protected and indemnified by the Employer in relying upon any such written instruction or direction which the Trustee reasonably and in good faith believes to be proper.

ARTICLE XI
Fiduciaries

11.1 **Named Fiduciaries and Duties and Responsibilities**. Authority to control and manage the operation and administration of the Plan shall be vested in the following, who, together with their membership, if any, shall be the Named Fiduciaries under the Plan with those powers, duties, and responsibilities specifically allocated to them by the Plan:

11.1(a) **Trustee** - The Trustee in connection with its fiduciary obligations relating to the Plan and the Fund.

11.1(b) **Employer** - The Employer in connection with its fiduciary obligations and rights relating to the Plan and the Fund.

11.1(c) **Plan Administrator** - The Administrator in connection with its fiduciary obligations and rights relating to the Plan and the Fund.

11.2 **Limitation of Duties and Responsibilities of Named Fiduciaries**. The duties and responsibilities, and any liability therefor, of the Named Fiduciaries provided for in paragraph 11.1 shall be severally limited to the duties and responsibilities specifically allocated to each such Named Fiduciary in accordance with the terms of the Plan, and there shall be no joint duty, responsibility, or liability among any such groups of Named Fiduciaries in the control and management of the operation and administration of the Plan.

11.3 **Service by Named Fiduciaries in More Than One Capacity**. Any person or group of persons may serve in more than one Named Fiduciary capacity with respect to the Plan (including both service as Trustee and Plan Administrator).

11.4 **Allocation or Delegation of Duties and Responsibilities by Named Fiduciaries**. By written agreement filed with the Benefits Corporation (which shall be made available to Employers and Plan Administrators on request), the duties and responsibilities of the Trustee with respect to the management and control of the assets of the Fund may, with the written consent of the Benefits Corporation, be allocated among the Trustees (if there are two or more persons so serving) and any other duties and responsibilities of any Named Fiduciary may be allocated among Named Fiduciaries or may, with the consent of the Benefits Corporation, be delegated to persons other than Named Fiduciaries. Any written agreement shall specifically set forth the duties and responsibilities so allocated or delegated, shall contain reasonable provisions for termination, and shall be executed by the parties thereto.

11.5 **Assistance and Consultation**. A Named Fiduciary, and any delegate named pursuant to paragraph 11.4, may engage agents to assist in its duties and may consult with counsel, who may be counsel for the Employer or the Benefits Corporation, with respect to any matter affecting the Plan or its obligations and responsibilities hereunder, or with respect to any action or proceeding affecting the Plan. All compensation and expenses of such agents and counsel shall be paid or reimbursed from the Fund, except to the extent prohibited by the Act or the Code and except to the extent paid or reimbursed by the Employer or the Benefits Corporation.

11.6 **Indemnification**. The Employer shall indemnify and hold harmless any individual who is a Named Fiduciary or a member of a Named Fiduciary under the Plan and any other individual to whom duties of a Named Fiduciary are delegated pursuant to paragraph 11.4, to the extent permitted by law, from and against any liability, loss, cost or expense arising from their good faith action or inaction in connection with their responsibilities under the Plan.

ARTICLE XII
The Trust Fund

12.1 **The Trust Fund**. All assets of the Plan shall be held and invested in the Fund in accordance with the provisions of this Plan and the Trust Agreement.

12.2 **Master Trust**. The Fund may be held and invested as part of a master trust arrangement established and maintained for defined benefit plans maintained by the Benefits Corporation. For such period

as the Fund is part of such master trust arrangement, all references in this Plan to the Fund shall be considered to refer to the interest of this Plan in the master trust, all references to Trust Agreement shall be considered to refer to the agreement under which such master trust arrangement is maintained, and all references to the Trustee shall be deemed to refer to the trustee designated under such agreement.

ARTICLE XIII
Plan Administration

13.1 **Appointment of Plan Administrator**. The Employer may appoint one or more persons to serve as the Plan Administrator (the "Administrator") for the purpose of carrying out the duties specifically imposed on the Administrator by the Plan, the Act and the Code. In the event more than one person is appointed, the persons shall form an administrative committee for the Plan. The person or committeemen serving as Administrator shall serve for indefinite terms at the pleasure of the Employer, and may, by thirty (30) days prior written notice to the Employer and the Trustee, terminate such appointment. The Trustee may assume that any person appointed continues in office until notified of any change.

13.2 **Employer as Plan Administrator**. In the event that no Administrator is appointed or in office pursuant to paragraph 13.1, the Employer named in Option 1(a) of the Adoption Agreement shall be the Administrator.

13.3 **Compensation and Expenses**. Unless otherwise determined and paid by the Employer the person or committeemen serving as the Administrator shall serve without compensation for service as such. All expenses of the Administrator shall be paid as provided in paragraph 10.2, provided no compensation shall be paid the Administrator from the Fund to the extent prohibited by the Code or the Act.

13.4 **Procedure if a Committee**. If the Administrator is a committee, it shall appoint from its members a Chairman and a Secretary. The Secretary shall keep records as may be necessary of the acts and resolutions of such committee and be prepared to furnish reports thereof to the Trustee. Except as otherwise provided, all instruments executed on behalf of such committee may be executed by its Chairman or Secretary and the Trustee may assume that such committee, its Chairman or Secretary are the persons who were last designated as such to the Trustee in writing by the Employer.

13.5 **Action by Majority Vote if a Committee**. If the Administrator is a committee, its action in all matters, questions and decisions shall be determined by a majority vote of its members qualified to act thereon. They may meet informally or take any action without the necessity of meeting as a group.

13.6 **Appointment of Successors**. Upon the death, resignation or removal of a person serving as, or on a committee which is, the Administrator, the Employer may, but need not, appoint a successor.

13.7 **Additional Duties and Responsibilities**. The Administrator shall have the following duties and responsibilities in addition to those expressly provided elsewhere in the Plan:

13.7(a) The Administrator shall be responsible for the fulfillment of all relevant reporting and disclosure requirements set forth in the Act and the Code, including but not limited to the preparation of necessary plan descriptions, summary plan descriptions, annual reports, summary annual reports, employee benefit statements, notice of forfeitability of benefits, notice of special tax treatment (rollover, five-year or ten-year averaging and capital gains) for distributions, and other statements or reports, the distribution thereof to Participants and their Beneficiaries and the filing thereof with the appropriate governmental officials and agencies.

13.7(b) The Administrator shall maintain and retain necessary records respecting administration of the Plan and matters upon which disclosure is required under the Act and the Code.

13.7(c) The Administrator shall make any elections for the Plan under the Act or the Code.

13.7(d) The Administrator shall provide to Participants and Beneficiaries such notices, including but not limited to the notice to interested parties, and information as are required by the Plan, the Act and the Code.

13.7(e) The Administrator shall make all determinations regarding eligibility for participation in and benefits under the Plan.

13.7(f) The Administrator shall establish and communicate to the Trustee a funding policy consistent with the current and long-term financial needs of the Plan with respect to the ages of the Participants in the Plan and other such relevant information; provided, however, that nothing in this subparagraph shall be construed as granting to the Plan Administrator any power or authority with respect to the control and management of the Fund.

13.7(g) The Administrator shall have the right to settle claims against the Plan and to make such equitable adjustments in a Participant's or Beneficiary's rights or entitlements under the Plan as it deems appropriate in the event an error or omission is discovered or claimed in the operation or administration of the Plan.

13.8 **Power and Authority**. The Administrator is hereby vested with all the power and authority necessary in order to carry out its duties and responsibilities in connection with the administration of the Plan, including the power to interpret the provisions of the Plan. For such purpose, the Administrator shall have the power to adopt rules and regulations consistent with the terms of the Plan.

13.9 **Availability of Records**. The Employer and the Trustee shall, at the request of the Administrator, make available necessary records or other information they possess which may be required by the Administrator in order to carry out its duties hereunder.

13.10 **No Action with Respect to Own Benefit**. No Administrator who is a Participant shall take any part as the Administrator in any discretionary action in connection with his participation as an individual. Such action shall be taken by the remaining Administrator, if any, or otherwise by the Employer.

13.11 **Limitation on Powers and Authority**. The Administrator shall have no power in any way to modify, alter, add to or subtract from any provisions of the Plan.

ARTICLE XIV
Amendment and Termination of Plan

14.1 **Amendment**.

14.1(a) The Plan may be amended in whole or in part at any time by action of the Board of the Employer; provided, however, that:

(i) Except to the extent permitted or required by the Act or the Code, neither the Accrued Benefit (nor any subsidy, early retirement benefit, optional form of payment or any other benefit considered to be an accrued benefit for purposes of Section 411(d)(6)(B) of the Code) of a Participant,

nor the percentage thereof which is non-forfeitable, at the time of any such amendment shall be adversely affected thereby. Notwithstanding anything to the contrary in 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 Section 412(c)(8) of the Code (for Plan Years beginning on or before December 31, 2007) or Section 412(d)(2) of the Code (for Plan Years beginning after December 31, 2007), or to the extent permitted under Inc. Tax Regs. Sections 1.411(d)-3 and 1.411(d)-4.

(ii) Except to the extent permitted or required by the Act or the Code, no such amendment shall have the effect of revesting in the Employers any part of the Fund prior to the termination of the Plan and the satisfaction of all fixed and contingent liabilities thereunder with respect to Participants and their Beneficiaries.

(iii) The duties and obligations of the Trustee hereunder shall not be increased nor its compensation decreased without its written consent.

(iv) The Employer may (A) change the choice of options in the Adoption Agreement; (B) add overriding language in accordance with the Adoption Agreement when such language is necessary to satisfy Section 415 or Section 416 of the Code because of the required aggregation of multiple plans; (C) amend administrative provisions of the trust or custodial documents and make more limited amendment such as the name of the Plan, Employer, plan administrator and other fiduciary; (D) add certain sample or model amendments published by the Internal Revenue Service, which specifically provide that their adoption will not cause the Plan to be treated as individually designed. Additionally, a Plan will not be treated as individually designed if a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program has been issued with respect to the Employer's Plan with regard to an amendment. The Benefits Corporation's or Employer's adoption of certain interim or discretionary amendment also will not cause the Employer's Plan to be an individually designed plan. An Employer that amends the Plan for any other reason will be considered to have an individually designed plan. However, the Employer may (depending on the nature of the amendments adopted) continue to be treated as having an M&P plan for purposes of the six-year remedial amendment cycle described in Notice 2007-44 or its successors. Written notice of any such modification, alteration or amendment of the Plan shall thereupon be given to the Benefits Corporation.

(v) For purposes of this paragraph, an amendment that raises the Normal Retirement Age under the Plan to comply with Section 1.401(a)-1(b)(2) of the Treasury regulations will not be treated as an amendment that decreases a Participant's Accrued Benefit merely because the amendment eliminates a right the Participant may have had to receive a distribution prior to severance from employment on attainment of the Normal Retirement Age under the prior plan terms. The preceding sentence applies only in the case of a plan amendment that is adopted after May 22, 2007 and on or before the last day of the applicable remedial amendment period under Section 1.401(b)–1 with respect to the requirements of Section 1.401(a)–1(b)(2) and (3) of the Treasury regulations. A Participant who became or would have become eligible for payment of benefits at the Normal Retirement Age under the prior plan terms, and who has severed from employment with the Employer or Employers maintaining the Plan, continues to be eligible for payment at the same age and in at least the same amount as under the prior plan terms with respect to benefits accrued prior to the applicable amendment date.

(vi) Notwithstanding anything to the contrary herein, effective for Plan Years beginning after December 31, 2007, the Plan may not be amended to increase benefits, establish a new benefit, change the rate of benefit accrual or change the rate at which benefits become nonforfeitable in

contravention of Sections 401(a)(29) and 436 of the Code, and any such impermissible amendment shall be null and void unless an additional contribution described in Inc. Tax Reg. Section 1.436-1(f)(2)(iv) is made or such contribution is $0. The restriction contained in this paragraph does not apply during the first five Plan Years the Plan (and any predecessor plan to the Plan for purposes of Section 436 of the Code) is in existence, as provided in subparagraph 9.3(g)(ii).

14.1(b) The Benefits Corporation acting through an authorized officer shall have the power to modify, alter or amend the Plan, in whole or in part, on behalf of the Employer, provided that no such amendment shall violate the provisions of clauses (i), (ii) and (iii) of subparagraph 14.1(a), nor shall any such amendment have the effect of retroactively altering any optional provision of the Adoption Agreement selected by the Employer except as may be required under the Act or by the Internal Revenue Service as a condition to the qualification of this Plan under Section 401 of the Code. The Employer is hereby deemed to consent to any modification, alteration or amendment of the Plan by the Benefits Corporation pursuant to this subparagraph 14.1(b). Written notice shall thereupon be given to the Employer. However, for purposes of reliance on an opinion or determination letter, the Benefits Corporation will no longer have authority to amend the Plan on behalf of an Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in Section 6.03 of Rev. Proc. 2015-36 that is not permitted under the M&P Program, or (2) the Internal Revenue Service notifies the Employer, in accordance with Section 24.03 of Rev. Proc. 2015-36, that the Plan is an individually designed plan due to the nature and extent of the Employer amendments to the Plan.

14.2 **Merger, Consolidation or Transfer of Assets**. The merger or consolidation of or transfer of assets or liabilities between this Plan and any other plan shall be permitted upon action by the Board or as expressly provided elsewhere in the Plan so long as, immediately after such merger, consolidation or transfer of assets or liabilities, each Participant who is or may become eligible to receive an accrued benefit of any type from this Plan (or whose Beneficiaries may be eligible to receive any such benefit) would, if such surviving or transferee plan was then terminated, be entitled to receive an accrued benefit at least equal to the accrued benefit to which such Participant (and each such Beneficiary) would have been entitled had this Plan terminated immediately prior to such merger, consolidation or transfer of assets or liabilities.

14.3 **Plan Permanence and Termination**. The Employer has established the Plan with the intention and expectation that they will be able to make their contributions indefinitely, but the Employer is not and shall not be under any obligation or liability to any Participant or Employee to continue its contributions or to maintain the Plan for any given length the time, and each may in its sole and absolute discretion discontinue its contributions or otherwise terminate its participation in the Plan at any time without any such liability for such discontinuance or termination.

14.4 **Lapse in Contributions**. Failure by the Employer to make contributions to the Fund in any year or years, unless the same shall be coupled with any other event causing a termination of its participation in the Plan, shall not terminate the Plan or operate to vest the rights of any Participants or to accelerate any payments or distributions to or for the benefit of any Participants or their Beneficiaries.

14.5 **Termination Events**.

14.5(a) The Plan shall terminate in whole or in part as the case may be upon the happening of any of the following events:

(i) Action by the Board terminating the Plan as to it and specifying the date of such termination. Notice of such termination shall be delivered to the Trustee and the Administrator.

(ii) Adjudication of the Employer as a bankrupt or its general assignment by the Employer to or for the benefit of its creditors or dissolution of the Employer, unless within sixty (60) days after such event a successor employer shall assume the terms and conditions hereof in writing.

(iii) Termination of the Plan pursuant to Section 4042 of the Act.

(iv) Termination or partial termination of the Plan within the meaning of Section 411(d)(3) of the Code, provided, however, that in the case of a partial termination, paragraphs 14.5 through 14.8 shall only apply to that part of the Plan which is partially terminated.

(v) Action by the Board of the Benefits Corporation terminating the Plan as a whole and specifying the date of such termination. Notice of such termination shall be delivered to the Trustee, the Administrator and all Employers.

14.5(b) For purposes of paragraphs 14.6 through 14.8 hereof, any action by the Board terminating the Plan shall also specify whether the Plan is thereafter to be operated as a "terminated plan" or a "frozen plan". Such terms are defined as follows:

(i) A "terminated plan" is one that has been formally terminated, has ceased crediting service for benefit accrual purposes and vesting, and has been or is distributing Plan assets to Participants and Beneficiaries entitled thereto as soon as administratively possible. For purposes hereof, a Plan will be considered a terminated plan when Plan assets are required to be distributed pursuant to paragraph 14.8 hereof.

(ii) A "frozen plan" is one in which benefit accruals have ceased but all Plan assets are not being distributed to Participants or Beneficiaries entitled thereto as soon as administratively possible. For purposes hereof, a Plan will be considered a frozen plan when Plan assets are not required to be distributed pursuant to paragraph 14.8 hereof.

If a Plan is a frozen plan, it must continue to provide for accrual of Top Heavy Minimum Benefits (as described in paragraph 4.4 and Option 10(e) of the Adoption Agreement) as required under Section 416 of the Code.

14.6 **Benefits and Vesting upon Termination**. In the event of a termination or a partial termination of the Plan, so much of the Plan as have been thus terminated shall be automatically amended on the effective date of such termination by reducing or eliminating the incidental benefits, other than Pre-Retirement Spouse's Death Benefits or Alternate Death Benefits, of Participants and their Beneficiaries under so much of the Plan as had terminated, but only if payment thereof has not commenced or is not subject only to the expiration of a waiting period, to the fullest extent permitted by paragraph 14.1. Under no circumstances shall all or any portion of the Accrued Benefit of any such Participant under the Plan to the extent terminated (except Top Heavy Minimum Benefits described in paragraph 4.4 and Option 10(e) of the Adoption Agreement and required by Section 416 of the Code) be increased by reason of continued service as an Employee with any Employer with respect to which the Plan has been terminated, nor shall any such Accrued Benefits be subject to any forfeiture after the effective date of any complete or partial termination within the meaning of Section 411(d)(3) of the Code or after any other termination. Each Participant's Accrued Benefit shall be non-forfeitable upon the effective date of any whole or partial termination of the Plan within the meaning of Section 411(d)(3) of the Code or after any other termination, but no Participant or Beneficiary shall have any recourse toward payment or satisfaction of an Accrued Benefit or Death Benefit under so much of the Plan as has terminated from any source other than assets of the Fund or the Pension Benefit Guaranty Corporation.

14.7 **Termination Allocations**. Upon the effective date of the complete or partial termination of the Plan, the Trustee shall continue to administer the assets used to fund the Accrued Benefits of all Participants and Beneficiaries as part of the Fund and shall pay or provide for all accrued expenses of the Plan and the Fund and shall value the assets held by the Fund, both as of such date. Where applicable, the Administrator shall suspend benefit payments and take all reasonable efforts to recoup overpaid benefits to the extent required by or permitted under the Act, including Section 4044 thereof if applicable, and shall allocate the assets of this Fund to fund the Accrued Benefits under the Plan in the manner provided in, but only if required by, Section 4044 of the Act.

14.8 **Distribution of Assets after Termination**. Notwithstanding the provisions of paragraph 14.7, the Trustee shall forthwith allocate the assets of the Fund to fund the Accrued Benefits and any Death Benefits which may thereafter be payable under the Plan in the manner provided in Section 4044 of the Act if applicable, or otherwise on the basis of the relative Actuarial Values of such benefits, and the Trustee shall then distribute or pay to the Participants or their Beneficiaries entitled thereto, in accordance with such allocation of assets, but subject to the applicable time and form of benefit payment provisions in ARTICLE VIII (which if the Board of the Employer with respect to which the Plan has been terminated so directs shall include for such purpose a lump sum payment option conditioned upon any spousal consent thereto required by the Code or the Act), and subject to such action as may be taken by the Pension Benefit Guaranty Corporation pursuant to the Act, either a lump sum amount equal to their respective allocations (in cash or in assets valued at current fair market value, or both) or Policies to provide such Accrued Benefits or Death Benefits, purchased as provided in the Plan, or a combination of the foregoing, upon the happening of any of the following events which occur on or after or result in the termination of the Plan:

(i) Delivery to the Trustee of a notice executed on behalf of the Employer by authority of the Board of the Employer with respect to which the Plan has terminated] directing that such distribution or payment be made, which direction may be made with respect to the entire Fund.

(ii) Adjudication of the Employer as a bankrupt or general assignment by the Employer to or for the benefit of creditors or dissolution of the Employer, unless, within sixty (60) days after such event, either a successor or other corporation shall assume the terms and conditions hereof in writing, or the Trustee (or a successor Trustee appointed within such sixty (60) day period) shall agree to continue to hold and administer the Fund as provided in paragraph 14.7 and additionally, unless otherwise agreed with or directed by the Employer, to assume all the powers and duties imposed upon the Named Fiduciaries under the Plan. In assuming such powers and duties, the Trustee (or any successor Trustee) shall be vested with all authority granted by the Plan without any limitation imposed upon such authority by the Plan except the requirement that its actions shall be governed by the other provisions of the Plan and by the Act and the Code. If the Trustee (or any successor Trustee) shall so agree to continue to administer the Fund, all expenses of the Plan and the Fund and reasonable compensation to the Trustee (or any successor Trustee) and any successor shall be paid from the Fund. In the event of the death, resignation or removal of the Trustee (or any successor Trustee) who shall have so agreed to continue to administer the Fund, a court of competent jurisdiction over the Fund shall appoint a successor or the benefits payable under the Plan shall forthwith be distributed as hereinabove provided at the direction of such court.

14.9 **Effects of Employer Merger, Consolidation or Liquidation**. Notwithstanding the foregoing provisions of this ARTICLE XIV, the merger or liquidation of any Employer into any other Employer or the consolidation of two (2) or more of the Employers shall not cause the Plan to terminate with respect to the merging, liquidating or consolidating Employers, provided that the Plan has been adopted or is continued by and has not terminated with respect to the surviving or continuing Employer.

14.10 **Trustee Indemnification on Asset Transfer**. In the event of the amendment of this Plan by the Employer and the transfer at the direction of the Employer of all or any part of the Fund by the Trustee to any successor trustee or trustees, the Employer shall indemnify the Trustee against any claims, liabilities and expenses of any nature whatsoever (including reasonable attorney's fees) asserted against, imposed upon or incurred by the Trustee by virtue of any such amendment and/or transfer, whether such claims, liabilities or expenses result from the claims of Employees, Participants, Beneficiaries or any other person, entity of governmental agency or body.

ARTICLE XV
Miscellaneous

15.1 **Headings**. The headings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

15.2 **Gender and Number**. In the construction of the Plan, the masculine shall include the feminine or neuter and the singular shall include the plural and vice-versa in all cases where such meanings would be appropriate.

15.3 **Governing Law**. The Plan and the Fund created hereunder shall be construed, enforced and administered in accordance with the laws of the Commonwealth of Virginia, and any federal law pre-empting the same. Unless federal law specifically addresses the issue, federal law shall not pre-empt applicable state law preventing an individual or person claiming through him from acquiring property or receiving benefits as a result of the death of a decedent where such individual caused the death.

15.4 **Employment Rights**. Participation in the Plan shall not give any employee the right to be retained in the Employer's employ nor, upon dismissal or upon his voluntary termination of employment, to have any right or interest in the Fund other than as herein provided.

15.5 **Conclusiveness of Employer Records**. The records of the Employer with respect to age, service, employment history, compensation, absences, illnesses and all other relevant matters shall be conclusive for purposes of the administration of the Plan.

15.6 **Right to Require Information and Reliance Thereon**. The Employer, Administrator and Trustee shall have the right to require any Participant, Beneficiary or other person receiving benefit payments to provide it with such information, in writing, and in such form as it may deem necessary to the administration of the Plan and may rely thereon in carrying out its duties hereunder. Any payment to or on behalf of a Participant or Beneficiary in accordance with the provisions of the Plan in good faith reliance upon any such written information provided by a Participant or any other person to whom such payment is made shall be in full satisfaction of all claims by such Participant and his Beneficiary; and any payment to or on behalf of a Beneficiary in accordance with the provisions of the Plan in good faith reliance upon any such written information provided by such Beneficiary or any other person to whom such payment is made shall be in full satisfaction of all claims by such Beneficiary.

15.7 **Alienation and Assignment**. No benefit hereunder shall be subject in any manner to alienation, sale, anticipation, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution or levy of any kind, either voluntary or involuntary. As provided in the Act and the Code, this prohibition shall not apply to any QDRO entered on or after January 1, 1985, and the Administrator shall have all rights granted thereunder in determining the existence of such an order, in establishing and following procedures therefor and in complying with any such order. The Administrator shall treat any domestic relations order entered before January 1, 1985 as a QDRO entered on January 1, 1985 if the Plan is paying benefits pursuant

to such order on January 1, 1985 or if the Administrator in its discretion deems such treatment warranted. The provisions of this paragraph shall not preclude any offset of a Participant's benefits as permitted under Section 401(a)(13)(C) of the Code effective for judgments, orders of decrees issued, and settlement agreements entered into, on or after August 5, 1997.

15.8 **Notices and Elections**.

15.8(a) All notices required to be given in writing and all elections required to be made in writing, under any provision of the Plan, shall be invalid unless made on such forms as may be provided or approved by the Administrator and, in the case of a notice or election by a Participant or Beneficiary, unless executed by the Participant or Beneficiary giving such notice or making such election.

15.8(b) Subject to limitations under applicable provisions of the Code or the Act (such as the requirement that spousal consent be in writing), the Administrator is authorized in its discretion to accept other means for receipt of effective notices, elections, consent and/or application by Participants and/or Beneficiaries, and to use other means for providing required notices to Participants and Beneficiaries, including but not limited to electronic transmissions through e-mail, voice mail, recorded messages on electronic telephone systems, and other permissible methods, on such basis and for such purposes as it determines from time to time.

15.9 **Delegation of Authority**. Whenever the Benefits Corporation or any Employer is permitted or required to perform any act, such act may be performed by any of its officers or any other person duly authorized by its Chief Executive Officer, its President or its Board of Directors.

15.10 **Service of Process**. The Administrator, as well as the Trustee, shall be the agent for service of process on the Plan.

15.11 **Construction.** This Plan is created for the exclusive benefit of Employees of the Employer and their Beneficiaries and this Plan and the Trust Agreement shall be interpreted and administered in a non-discriminatory manner consistent with their being an employees' defined benefit pension plan and trust as defined in Sections 401 and 414 of the Code and if a Cash Balance Plan, an "applicable defined benefit plan" under Section 411(a)(13)(C) of the Code.

ARTICLE XVI
Adoption of the Plan

16.1 **Initial Adoption and Failure to Obtain Qualification**.

16.1(a) The Plan shall be adopted by completion and execution of an Adoption Agreement which must be approved by the Board of the Employer and each additional employer adopting the Plan.

16.1(b) If it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction on review of the Internal Revenue Service's determination that the Plan with respect to any Employer after its initial adoption by the Employer does not qualify initially under Section 401 of the Code, the Plan shall have no force or effect and the Trustee shall return to such Employer all assets attributable to its contribution received by the Trustee from such Employer as provided in ARTICLE III. Upon return of such contributions, the Plan shall terminate and the Trustee shall be discharged from all obligations under the Plan as to such Employer.

16.2 **Failure to Attain or Retain Qualification**. In the event that the Employer amends the Plan for any reason other than as permitted under clause(iv) of subparagraph 14.1(a), the Employer shall no longer be eligible to participate in this master plan known as the State Bankers Association Master Defined Benefit Pension Plan and its related Trust, the plan shall be considered an individually designed plan, and as soon as administratively feasible, all assets of the Fund attributable to the Plan of the Employer shall be removed from any common trust fund composed of assets attributable to other employers adopting this master plan.

16.3 **Adoption by Additional Employer**. Any eligible corporation which with the consent of the Benefits Corporation, and the Trustee desires to adopt the Plan, may do so by executing an Adoption Agreement in a form authorized and approved by such corporation's Board of Directors, the Board and the Trustee. In the event that such corporation has established and has been maintaining a defined benefit plan for the benefit of its employees which qualifies under Section 401 or 404(a)(2) of the Code, the Adoption Agreement may provide, subject to the requirements of paragraph 16.2, that such plan is amended and restated by the provisions of this Plan (such prior plan being deemed a predecessor plan to this Plan) or that such plan is to be merged or consolidated with this plan; and, in such event, the assets of such plan shall be paid over to the Trustee to be administered as a part of the Fund pursuant to the provisions of this Plan; provided, however, that no predecessor plan containing Employee contributions shall be permitted to adopt this Plan.

ARTICLE XVII
Determination of Hours of Service

17.1 **Introduction**. Hours of Service shall be credited to Employees for purposes of the Plan as provided in this ARTICLE as the same may be modified by the method selected in Option 13 of the Adoption Agreement. The Hours of Service described in this ARTICLE are considered "actual Hours of Service".

17.2 **Paid Hours for the Performance of Duties**. An Employee shall be credited with one (1) Hour of Service for each hour for which he is directly or indirectly paid by the Employer, or entitled to such payment, for the performance of duties for the Employer as an Employee. Such Hours of Service shall be credited to the Employee for the computation period in which the duties are performed.

17.3 **Paid Hours Where No Performance of Duties Required**. An Employee shall also be credited with one (1) Hour of Service for each hour for which he is directly or indirectly paid, or entitled to payment, by the Employer as an Employee on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) for the Employer due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that no more than five hundred one (501) Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period); and further provided that no credit shall be given on account of payments under a plan maintained solely for the purpose of complying with applicable workmen's compensation or unemployment compensation or disability insurance laws or for amounts paid solely as reimbursement for medical or medically related expenses incurred by the individual. Hours of Service in the employment of the Employer described in this paragraph shall be calculated and credited pursuant to §2530.200b-2 of the U.S. Department of Labor Regulations which are incorporated herein by this reference.

17.4 **Hours for Backpay and Damages**. An Employee shall be credited with one (1) Hour of Service for each hour for which backpay as an employee, irrespective of mitigation of damages, is either awarded or agreed to by the Employer; provided, however, that the same Hours of Service shall not be credited under both paragraph 17.2 or 17.3, as the case may be, and under this paragraph. Hours of Service described

in this paragraph shall be credited to the individual for the year or years to which the award or agreement pertains rather than to the year or years in which the award, agreement or payment is made.

17.5 **Service with Affiliates, Predecessor Employers and as Leased Employees**. For purposes of determining Hours of Service, service as an Employee for any predecessor employer which maintained this Plan, service as an Employee with any Affiliate, and service as a Leased Employee of the Employer shall also be considered service with the Employer.

17.6 **Absences for Leave under the Family and Medical Leave Act**. Solely for purposes of determining whether an Employee is credited with a Year of Broken Service (but only when Years of Broken Service are determined on the basis of Hour of Service) for purposes of determining his eligibility to participate in the Plan or his vested interest in his Accrued Benefit, if the Employee is absent from work with the Employer for any period for family or medical leave required to be granted under the Family and Medical Leave Act, then the Employee shall be credited with that number of Hours of Service which would normally have been credited to the Employee during such absence but for such absence or, if the Employee's otherwise credited Hours of Service cannot be readily determined, with eight (8) Hours of Service per day of such absence, except that the total number of Hours of Service so credited shall not exceed that number needed to avoid incurring a Year of Broken Service. Such Hours of Service shall be credited for the applicable year(s) in which the absence from work occurs. Notwithstanding the foregoing, no credit for Hours of Service shall be given under this subparagraph unless the Employee complies with the leave procedures required under the Employer's leave policies and the Family and Medical Leave Act.

17.7 **Qualified Military Service**. Service shall be granted for periods of Qualified Military Service as provided in paragraph 4.9 of the Plan. Unless otherwise required under Section 414(u) of the Code or USERRA, the affected Employee shall be credited with that number of Hours of Service which would normally have been credited to the Employee during such absence but for such absence or, if the Employee's otherwise credited Hours of Service cannot be readily determined, with eight (8) Hours of Service per day of such absence. Such Hours of Service shall be credited for the applicable year(s) in which the Qualified Military Service occurs. Notwithstanding the foregoing, no credit for Hours of Service shall be given under this subparagraph unless the Employee complies with the any notice and restoration right procedures required, or permitted to be required and adopted by the Employer, under Section 414(u) of the Code or USERRA.

17.8 **Absences Due to Pregnancy, Childbirth, Adoption and Related Child Care**. Solely for purposes of determining whether an Employee is credited with a Year of Broken Service for purposes of determining his eligibility to participate in the Plan or his vested interest in his Accrued Benefit, if the Employee is absent from work with the Employer for any period:

(i) By reason of the pregnancy of the Employee,

(ii) By reason of the birth of a child of the Employee,

(iii) By reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or

(iv) For purposes of caring for such child for a period beginning immediately after such birth or placement, then the Employee shall be credited with that number of Hours of Service which would normally have been credited to the Employee during such absence but for such absence or, if the Employee's otherwise credited Hours of Service cannot be readily determined, with eight (8) Hours of Service per day of such absence, except that the total number of Hours of Service so credited shall not exceed that number needed to avoid incurring a Year of Broken Service. Such Hours of Service shall be credited either for the applicable year in which the absence from work begins, if the Employee

would be prevented from receiving a Year of Broken Service for such year solely because such periods of absence are treated as Hours of Service as provided in this subparagraph, or in the immediately following year, in any other case. Notwithstanding the foregoing, no credit for Hours of Service shall be given under this subparagraph unless the Employee furnishes to the Administrator such timely information as the Administrator may reasonably require to establish that the absence from work is for one of the foregoing reasons or purpose and the number of days for which there was such an absence.

17.9 **No Duplication of Hours Credited or Conflict with Federal Law**. Nothing contained in this ARTICLE shall be construed to require or permit any duplication in the crediting of Hours of Service or to alter, amend, modify, invalidate, impair or supersede any law of the United States or any valid rule or regulation issued under any such law so as to deny an Employee credit for an Hour of Service where such credit is required by federal law other than the Act. In the case of a Restated Plan Hours of Service before any year commencing after December 31, 1975 may be determined or reasonably estimated with such records as are available to the Employer.

ARTICLE XVIII
Determination of Top Heavy Plan Status

18.1 **Introduction.** The Plan will be a Top Heavy Plan if the following conditions exist:

(i) If the top-heavy ratio for this Plan exceeds sixty percent (60%) and this Plan is not part of any required aggregation group or permissive aggregation group of plans.

(ii) 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 group of plans exceeds sixty percent (60%).

(iii) 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 sixty percent (60%).

18.2 **Special Rules and Definitions**. For purposes hereof:

18.2(a) The term "top-heavy ratio" has the following meaning:

(i) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plans (including any simplified employee pension plan as defined in Section 408(k) of the Code) 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 values of accrued benefits of all Key Employees as of the determination date(s) (including any part of any accrued benefit distributed in the 5-year period ending on the determination date(s)), and the denominator of which is the sum of the present value of all accrued benefits (including any part of any accrued benefit distributed in the 5-year period ending on the determination date(s)), determined in accordance with Section 416 of the Code.

(ii) 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 plan) 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 aggregate defined benefit plan or plans for all Key Employees, determined in accordance with clause (i) of this subparagraph, and the sum of account balances under the aggregate 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 values of accrued benefits under the aggregated defined benefit plans or plans, determined in accordance with (i) of this subparagraph, for all participants and the sum of 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 Section 416 of the Code. The account balances under a defined contribution plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the 5-year period ending on the determination date.

(iii) For purposes of clauses (i) and (ii) 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 Section 416 of the Code for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a participant (A) who is not a Key Employee but who was a Key Employee in a prior year, or (B) who has not been credited with at least one hour of service with any Employer maintaining the plan at any time during the 5-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 Section 416 of the Code. 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.

(iv) 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 section 411(b)(1)(C) of the Code.

(v) The Top Heavy Minimum Benefit required (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or Section 411(a)(3)(D) of the Code.

18.2(b) The term "permissive aggregation group" shall mean 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 Section 401(a)(4) and 410 of the Code.

18.2(c) The term "required aggregation group" shall mean:

(i) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the plan year containing the determination date or any of the four preceding Plan Years. (regardless of whether the plan terminated), and

(ii) Any other qualified plan of the Employer which enables a plan described in clause (i) of this subparagraph to meet the requirements of Sections 401(a)(4) or 410 of the Code.

18.2(d) The term "determination date" for any Plan Year subsequent to the first Plan Year means the last day of the preceding Plan Year. For the first Plan Year, "determination date" means the last day of that Plan Year.

18.2(e) The term "valuation date" for purposes of calculating the top-heavy ratio, in the case of a defined benefit plan, shall mean the date used for computing plan costs for a year for minimum funding purposes regardless of whether a valuation is performed for the year in question; and in the case of a defined contribution plan, shall mean the most recent valuation or adjustment date under such plan. For purposes hereof, the valuation date for the Plan shall be the last day of the Plan Year.

18.2(f) For purposes hereof, present value shall be based only on the interest and mortality rates specified in Option 10(f) of the Adoption Agreement.

18.3 **Modification of Top Heavy Rules.**

18.3(a) This paragraph shall apply for purposes of determining whether the Plan is a Top Heavy Plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001.

18.3(b) Notwithstanding any contrary provisions of the Plan, this subparagraph shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.

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

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

ARTICLE XIX
Rules Pertaining to Limitations on Benefits

19.1 **Introduction and Effective Date.** This ARTICLE contains definitions and adjustments pertaining to the limitation on benefits under the Plan under Section 415 of the Code. The limitations of this ARTICLE apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

19.2 **Limitations on Benefits.**

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

19.2(b) The limitations of this ARTICLE shall be determined and applied taking into account the rules in paragraph 19.6.

19.3 **Additional Limitations Where Employer Maintains More Than One Plan**. If a Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether or not 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 ever maintained by the Employer (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will choose in Option 14(b) of the Adoption Agreement the method by which the plans will meet this limitation.

19.4 **Transitional Rules**. The application of the limitations 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 the 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 Section 415 of the Code in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Treasury regulations.

19.5 **Special Limitation Definitions**. Solely for purposes of paragraphs 4.4 and 4.5 of the Plan and this ARTICLE, the following words and terms shall have the meaning set forth below.

19.5(a) "Annual Benefit":

(i) 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.

(ii) For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)-1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(iii) 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 Section 417(e)(3) of the Code 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 Section 415(d) of the Code. 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.

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

(v) The determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with paragraph 19.5(b) or paragraph 19.5(c).

19.5(b) Benefit Forms Not Subject to Section 417(e)(3) of the Code. The straight life annuity that is actuarially equivalent to the participant's form of benefit shall be determined under this paragraph 19.5(b) 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 Section 401(a)(11) of the Code).

(i) 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:

(A) The interest rate specified in subparagraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in subparagraph 20.1(a) of the Plan for adjusting benefits in the same form; and

(B) A 5 percent (5%) interest rate assumption and the applicable mortality table defined in subparagraph 20.1(c) of the Plan for that Annuity Starting Date.

(ii) 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:

(A) 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

(B) 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 subparagraph 20.1(c) of the Plan for that Annuity Starting Date.

19.5(c) Benefit Forms Subject to Section 417(e)(3) of the Code. The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in subparagraph 19.5(b). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) Annuity Starting Date in Plan Years Beginning After 2005. If the Annuity Starting Date of the Participant's benefit occurs during a plan year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(A) 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 specified in subparagraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in subparagraph 20.1(a) of the Plan for adjusting benefits in the same form;

(B) 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 (5.5%) interest rate assumption and the applicable mortality table defined in subparagraph 20.1(c) of the Plan; and

(C) 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 defined in subparagraph 20.1(b) of the Plan and the applicable mortality table defined in subparagraph 20.1(c) of the Plan, divided by 1.05. However, effective for Annuity Starting Dates during limitation years beginning after December 31, 2008, this clause does not apply to a Plan maintained by an eligible employer under Section 408(p)(2)(C)(i) of the Code (generally an employer that had no more than 100 employees who received at least $5,000 of compensation from the employer during the preceding year).

(ii) 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:

(A) The interest rate specified in subparagraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in subparagraph 20.1(a) of the Plan for adjusting benefits in the same form; and

(B) A 5.5 percent (5.5%) interest rate assumption and the applicable mortality table defined in subparagraph 20.1(c) of the Plan.

(iii) 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 subparagraph 19.5(c)(ii) 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:

(A) The interest rate specified in paragraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in paragraph 20.1(a) of the Plan for adjusting

benefits in the same form (as provided under the terms of the Plan in effect as of the date of the distribution);

(B) The applicable interest rate defined in subparagraph 20.1(b) of the Plan and the applicable mortality table defined in subparagraph 20.1(c) of the Plan (as provided under the terms of the Plan in effect as of the date of the distribution); and

(C) The applicable interest rate defined in subparagraph 20.1(b) of the Plan (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 subparagraph 20.1(c) of the Plan.

This subparagraph 19.5(c) shall apply even if the payment under a Cash Balance Plan is exempt from the minimum present value requirements as provided under Section 411(d)(13) of the Code.

19.5(d) "Defined Benefit Compensation Limitation": One Hundred Percent (100%) of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity.

(i) Unless elected by the Employer in Option 14(d) of the Adoption Agreement, 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 not be automatically adjusted by multiplying the limitation applicable to the Participant in the prior Limitation Year by the annual adjustment factor under section 415(d) of the Code 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.

(ii) 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 preceding clause, if applicable; or 100 percent of the participant's High Three-Year Average Compensation, as determined after the Severance from Employment under paragraph 19.5(h).

19.5(e) "Defined Benefit Dollar Limitation": Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Section 415(d) of the Code, 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. If the Employer elects in Option 14(d) of the Adoption Agreement, the automatic annual adjustment of the Defined Benefit Dollar Limitation under § 415(d) shall apply to Participants who have had a Separation from Employment.

19.5(f) "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 Section 414(b) of the Internal Revenue Code, as modified by Section 415(h)), all commonly controlled trades or businesses (as defined in Section 414(c) as modified, except in the case of a brother-sister group of trades or businesses under common control, by Section 415(h)), or affiliated service groups (as defined in Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to regulations under Section 414(o) of the Code.

19.5(g) "Formerly Affiliated Plan of the Employer": 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 Section 414(b) of the Code, as modified by Section 415(h) of the Code, 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.

19.5(h) "High Three-Year Average Compensation": The average of Total Compensation for the three consecutive Years of Service (as defined in paragraph 1.63 of Plan) (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. 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 Total Compensation for a Year of Service shall not include Total Compensation in excess of the Compensation Limit in effect for the calendar year in which such Year of Service begins.

19.5(i) "Limitation Year": A calendar year, or the 12-consecutive month period elected by the Employer in Option 14(c) of 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.

19.5(j) "Maximum Permissible Benefit": The lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limit (both as adjusted where required, as provided below).

(i) Adjustment for Less than 10 Years of Participation or Service. If the Participant has less than ten (10) Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction – (A) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (B) the denominator of which is ten (10). In the case of a Participant who has less than ten (10) Years of Service with the Employer, the Defined Benefit Compensation Limitation shall be multiplied by a fraction – (A) the numerator of which is the number of Years (or part thereof, but not less than one year) of Service with the Employer, and (B) the denominator of which is ten (10).

(ii) Adjustment of Defined Benefit Dollar Limit for Benefits Commencement Before Age 62 and after age 65. Effective for benefits commencing in Limitation Years ending after December 31, 2001, if 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 clause (A), as modified by clause (C). If the Annuity Starting Date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under clause (B), as modified by clause (C).

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

(I) Effective for Limitation Years beginning before July 1, 2007. If the Annuity Starting Date of a Participant's benefit is prior to age sixty-two (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 subparagraph 19.5(j)(i) 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 specified in subparagraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in subparagraph 20.1(a) of the Plan; or (2) a 5-percent (5%) interest rate assumption and the applicable mortality table as defined in subparagraph 20.1(c) of the Plan.

(II) Effective for Limitation Years beginning on or after July 1, 2007.

(a) Plan Does not Have Immediately Commencing Straight Life Annuity 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 subparagraph 19.1(j)(i) for Years of Participation less than 10, if required) with actuarial equivalence computed using a 5 percent (5%) interest rate assumption and the applicable mortality table for the Annuity Starting Date as defined in subparagraph 20.1(c) of the Plan (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 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 paragraph 19.5(j)(ii)(A)(II)(a) and the Defined Benefit Dollar Limitation (adjusted under paragraph 19.5(j)(i) 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. In the case of an Account Balance Participant, the Accrued Benefit used to determine the immediately commencing straight life annuity shall reflect interest projected at the rate at which Interest Credits are credited in effect at the date of determination.

Notwithstanding any other provisions of this paragraph 19.5(j)(ii)(A), the age-adjusted dollar limit applicable to the Participant shall not decrease on account of an increase in age or the performance of additional service.

(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 subparagraph 19.5(j)(i) 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 specified in subparagraph 20.1(a) of the Plan and the mortality table (or other tabular factor) specified in subparagraph 20.1(a) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in subparagraph 20.1(c)of the Plan.

(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 subparagraph 19.5(j)(i) 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 subparagraph 20.1(c) of the Plan (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 subparagraph 19.5(j)(ii)(A)(II)(a) and the Defined Benefit Dollar Limitation (adjusted under subparagraph 19.5(j)(i) 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 paragraph 19.5(j)(ii), in adjusting the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date under subparagraphs 19.5(j)(ii)(A)(I), 19.5(j)(ii)(A)(II)(a), 19.5(j)(ii)(B)(I), 19.5(j)(ii)(B)(II)(a), 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 Section 417(c) of the Code, upon the Participant's death.

(iii) Minimum benefit permitted. Notwithstanding anything else in this section 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 Section 401(h) of the Code, and accounts for postretirement medical benefits established under Section 419A(d)(1) of the Code are not considered a separate defined contribution plan).

19.5(k) "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.

19.5(l) "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.

19.5(m) "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:

(i) 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

(ii) 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 Section 415(c)(3)(C)(i) of the Code for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the plan must be established no later than the last day of such accrual computation period. In no event will more than one Year of Participation be credited for any 12-month period.

19.5(n) "Year of Service": For purposes of paragraph 19.5(h), 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.

19.6 **Other Rules**.

19.6(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.

19.6(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 § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, 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 § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, 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 § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the amount transferred is treated as a benefit paid from the transferor plan.

19.6(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.

19.6(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 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.

19.6(e) Special Rules. The limitations of this ARTICLE shall be determined and applied taking into account the rules in § 1.415(f)-1(d), (e) and (h) of the Income Tax Regulations.

19.6(f) Aggregation with Multiemployer Plans.

(i) If the Employer maintains a multiemployer plan, as defined in § 414(f) of the Internal Revenue Code, 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.

(ii) Effective for Limitation Years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of paragraph 19.5(d) and 19.5(j)(i) to a plan which is not a multiemployer plan.

ARTICLE XX
Actuarial Equivalents and Values

20.1 **General Factors and Definitions**.

20.1(a) Actuarial Equivalents and Values, and all actuarial calculations regarding benefit equivalencies under the Plan (except as expressly otherwise provided), shall be determined on the basis of:

(i) Interest at an assumed rate of five percent (5%), compounded annually, and

(ii) The Unisex Pension 1984 Table which factors are sometimes referred to herein as the "actuarial factors" or separately as the "interest factor" or the "mortality factor", respectively.

20.1(b) For purposes hereof, the term "417(e)(3) Interest Rate" means the annual rate of interest in effect as of the first day of the Plan Year for which an Actuarial Equivalent or Value is determined, as published by the Secretary of the Treasury for purposes of determining present values pursuant to Section 417(e)(3)(C) of the Code, based on a look-back month of the first calendar month preceding the Plan Year for which the Actuarial Equivalent or Value is determined.

(i) For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Interest Rate made in a Plan Year beginning before January 1, 2008, the 417(e)(3) Interest Rate is the interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service;

(ii) For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Interest Rate made in a Plan Year beginning on or after January 1, 2008, the 417(e)(3) Interest Rate is the adjusted first, second and third segment rates described in Section 417(e)(3) of the Code, as specified by the Commissioner of the Internal Revenue Service. For this purpose, the segment rates are spot segment rates that would be determined for the applicable month under Section 430(h)(2)(C) of the Code without regard to 24–month averaging under Section 430(h)(2)(D) of the Code, and determined without regard for adjustments for the 25-year average segment rates in Section 430(h)((2)(C)(iv) of the Code. For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Interest Rate made in a Plan Year beginning on or after January 1, 2008 and before January 1m 2012, these segment rates are adjusted by blending with the rate of interest for 30-year Treasury securities under the transition percentages specified in Section 417((e)(3)(D)(iii).

20.1(c) For purposes hereof, the term "417(e)(3) Mortality Table" means the mortality table in effect as of date on which an Actuarial Equivalent or Value is determined, as prescribed by the Secretary of the Treasury for purposes of determining present values pursuant to Section 417(e)(3)(A) of the Code.

(i) For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Mortality Table made in a Plan Year beginning before January 1, 2003, the 417(e)(3) Mortality Table is the table specified in Revenue Ruling 95-6, implementing Section 417(e)(3) of the Code as amended by the Uruguay Round Agreements Act of 1994.

(ii) For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Mortality Table made in a Plan Year beginning on or after January 1, 2003 and before January 1, 2008, the 417(e)(3) Mortality Table is the table specified in Revenue Ruling 2001-62.

(iii) For Annuity Starting Dates occurring, or other valuations or adjustments under the Plan using the 417(e)(3) Mortality Table made in a Plan Year beginning on or after January 1, 2008, the 417(e)(3) Mortality Table is the table specified in Notice 2008-85. However, for purposes of applying the limitations on benefits in ARTICLE XIX the applicable mortality table in Section 1.430(h)(3)-1 of the regulations and Notice 2008-85 is not effective (and Rev. Rul. 2001-62 continues to apply) for Plan Years beginning before January 1, 2009.

Notwithstanding the foregoing, the 417(e)(3) Mortality Table shall automatically be the table specified in any future Notices, Revenue Rulings or Federal regulations that amend or supersede Notice 2008-85 by specifying a new mortality table for purposes of Section 417(e)(3) of the Code, amended.

20.1(d) For purposes hereof, the term "Effective Date of the GATT Amendment" means the first day of the Plan Year beginning or after January 1, 2000, or the effective date of the adoption by the Employer of the Amendment to the Adoption Agreement which makes the changes to the actuarial factors required under Section 417(e)(3) of the Code as shown in Option 3(g) of the Adoption Agreement.

20.2 **Development and Use of Tables**. The Administrator is authorized to develop, and utilize on a uniform basis consistently applied, tables for determinations of Actuarial Equivalents and Values. Any such table or tables may include more than one age for a factor, shall round factors to the nearest decimal, shall provide for linear proration based on either nearest or completed months of age or any other reasonable determination of age, shall provide factors based on either nearest or attained age or any other reasonable determination of age, and may include such other interpolations and variables, all as determined by the Administrator in its discretion. Any such table or tables shall produce substantially consistent results applied in a nondiscriminatory manner and shall not be inconsistent with any other provisions of this ARTICLE.

20.3 **Correction of Errors**. In determining Actuarial Equivalents or Values for the purpose of correcting or recouping erroneous payments, the amount to be paid or recouped may be determined on a uniform and nondiscriminatory basis consistently applied either by application of the appropriate factors to provide an amount as of the actual date of payment or recoupment or by application of the appropriate factors to provide a value as of the date of the erroneous underpayment or overpayment, to which shall be added interest at the applicable rate to the date of payment or recoupment, as determined in the discretion of and on a uniform and nondiscriminatory basis by the fiduciary of the Plan determining how the error should be corrected. Any such corrections shall be made in compliance with the Employer Plan Compliance System ("EPCRS") described in Rev. Proc. 2016-51, or any successor program to EPCRS.

20.4 **Special Actuarial Factors and Rules**. Notwithstanding the provisions of subparagraph 20.1(a), the rules and factors set forth in this paragraph shall be used to determine Actuarial Equivalents and Values under the circumstances described herein.

20.4(a) In the case of the valuation of a benefit of a Traditional Participant for purposes of paragraph 4.6 of the Plan, in the case of the cash-out of a benefit in a lump sum payment pursuant to paragraph 8.4 of the Plan, in the case of a Supplemental Death Benefit pursuant to paragraph 7.4 and in the case of the determination and payment of benefits on termination of the Plan (except to the extent any otherwise applicable special actuarial adjustment factor hereunder is considered an accrued benefit under Section 411(d)(6)(B) of the Code, in which case the special actuarial factor otherwise applicable at such times shall apply and, if directed by the Employer, any special actuarial factor hereunder otherwise available, but not then applicable at such time, shall apply), the Actuarial Equivalent or Value shall be based, for Plan Years beginning on or after the Effective Date of the GATT Amendment, on the 417(e)(3) Mortality Table and the 417(e)(3) Interest Rate. For an Account Balance Participant, any lump sum shall be equal to all or a portion of the balance in the Participant's Account.

20.4(b) In the case of the valuation or payment of an Accrued Benefit or a Pre-Retirement Spouse's Death Benefit of a Traditional Participant which is not covered by subparagraph 20.4(a) and which is paid in a form other than a Single Life Annuity, a Joint and 50% (or more) Spouse Survivor Annuity, or any non-decreasing annuity (determined without regard to decreases on account of Social Security supplements or qualified disability payments as defined in Section 411(a)(9) of the Code) payable for a period not less than the life of such Participant or, in the case of a Pre-Retirement Spouse's Death Benefit, the life of such Participant's Spouse, the Actuarial Equivalent or Value adjustment shall not be less favorable to the recipient than a factor based for Plan Years beginning on or after the Effective Date of the GATT Amendment, on the 417(e)(3) Mortality Table and the 417(e)(3) Interest Rate.

20.4(c) Notwithstanding any contrary provision of the Plan,

(i) The Accrued Benefit, if any, of a Participant equal to his Top Heavy Minimum Benefit, if any, provided under paragraph 4.4 of the Plan (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or Section 411(a)(3)(D) of the Code, and there shall be an appropriate actuarial adjustment based on the appropriate factors herein provided, of any such non-forfeitable minimum Accrued Benefit commencing at his Normal Retirement Date to reflect any suspension of payment under paragraph 8.6 of the Plan.

(ii) If a Participant (other than a five percent (5%) owner of the Employer (as defined for purposes of determining Key Employees) with respect to the Plan Year ending in the calendar year in which the Participant attains the age seventy and one-half (70-1/2)) retires in a calendar year beginning on or after January 1, 1997 which is after the calendar year he attains age 70-1/2, the Participant's

Accrued Benefit shall be actuarially increased based on the appropriate actuarial factors provided herein to take into account the period after both January 1, 1997 and his attainment of the age 70-1/2, if any, in which he was not receiving benefit payments under the Plan. The amount of the actuarial increase payable as of the end of the period for actuarial increases must be no less than the actuarial equivalent of the employee's retirement benefits that would have been payable as of the date the actuarial increases must commence plus the actuarial equivalent of the additional benefits accrued after that date, reduced by the actuarial equivalent of any distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Section 411 of the Code to reflect the delay in payments after normal retirement, except that the actuarial increase required under Section 401(a)(9) of the Code must be provided even during the period during which such employee is in Section 203(a)(3)(B) service. For purposes of Section 411(b)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of normal retirement age. Accordingly, to the extent permitted under Section 411(b)(H), the actuarial increase required under Section 401(a)(9)(c)(iii) may reduce the benefit accrued otherwise required under Section 411(b)(1)(H)(i) except that the rules on suspension of benefits are not applicable.

20.4(d) In the case of a Plan adopted by an Employer using a Maximum Disparity Percentage and a benefit commencing in annuity form before a Traditional Participant's Normal Retirement Date, the Actuarial Equivalent or Value thereof shall be determined by reducing the benefit to which such Participant would be entitled at his Normal Retirement Date by applying the following factor determined on the basis of the Participant's age as of the Annuity Starting Date and his Social Security Retirement Age (as defined in clause (v) of subparagraph 4.1(b)):

If a Participant's Age at Annuity Starting Date is	Then the applicable reduction is as follows based on his Social Security Retirement Age		
	65	66	67
65 or greater			
64	.933	.929	.923
63	.867	.857	.846
62	.800	.786	.769
61	.733	.714	.731
60	.667	.679	.692
59	.633	.643	.654
58	.600	.607	.615
57	.567	.571	.577
56	.533	.536	.529
55	.500	.491	.486

Thereafter, the reduction shall be made based on an interest rate of eight and one half percent (8.5%) and the mortality table in subparagraph 20.1(a) for each additional month by which his Annuity Starting Date precedes his Normal Retirement Date. The reduction factors described above will be adjusted on a pro rata basis in the case of benefits commencing in a month other than the month in which the Participant attains the stated age. If the Plan does not use the Maximum Disparity Percentage, the Actuarial Equivalent shall be determined by reducing the benefit to which the Participant would be entitled at his Normal Retirement Date by applying the factor determined as though the Traditional Participant's Social Security Retirement Age were 65.

20.4(e) In the case of a Plan adopted by an Employer using a Maximum Disparity Percentage and a benefit commencing in annuity form after a Traditional Participant's Normal Retirement Date, the Actuarial Equivalent or Value thereof shall be determined by increasing the benefit to which such Participant would be entitled at his Normal Retirement Date by applying the following factor determined on the basis of such Participant's age as of the Annuity Starting Date and his Social Security Retirement Age (as defined in clause (v) of subparagraph 4.1(b)):

If a Participant's Age at Annuity Starting Date is	Then the applicable increase is as follows based on his Social Security Retirement Age		
	65	66	67
65	1.000	1.000	1.000
66	1.098	1.071	1.076
67	1.206	1.177	1.153
68	1.328	1.295	1.269
69	1.461	1.425	1.396
70	1.612	1.572	1.541

Thereafter, the increase shall be made based on an interest rate of eight and one half percent (8.5%) and the mortality table in subparagraph 20.1(a) for each additional month by which his Annuity Starting Date is after his Normal Retirement Date. The increase factors described above will be adjusted on a pro rata basis in the case of benefits commencing in a month other than the month in which the Traditional Participant attains age 70. If the Plan does not use the Maximum Disparity Percentage, the Actuarial Equivalent shall be determined by increasing the benefit to which such Participant would be entitled at his Normal Retirement Date by applying the factor determined as though such Participant's Social Security Retirement Age were 65.

20.4(f) No special disabled life mortality table may be used.

20.5 **Application to Pre-Retirement Spouse's Death Benefit**. The Pre-Retirement Spouse's Death Benefit of a Traditional Participant shall be calculated to the Spouse's Earliest Commencement Date pursuant to paragraph 7.3 of the Plan as though the Participant had commenced to receive his Accrued Benefit as an annuity prior to his death. After the dollar amount of the Pre-Retirement Spouse's Death Benefit is determined, any actuarial adjustment or determination shall be made by applying the appropriate actuarial factors to the dollar amount of such Death Benefit commencing at the Spouse's Earliest Commencement Date based on the form of payment as hereinabove provided in the case of payment to a Participant.

ARTICLE XXI
Fresh Start Rules

21.1 **Definitions**. For purposes of this ARTICLE, the following terms have the meanings set forth below.

21.1(a) "Fresh Start Date" the last day of a Plan Year preceding a Plan Year for which any amendment of the Plan that directly or indirectly affects the amount of a Participant's benefit determined under the current benefit formula (such as an amendment to the definition of compensation used in the current benefit formula or a change in the normal retirement age of the Plan) is made effective.

21.1(b) "Fresh Start Group" consists of all Section 401(a)(17) Participants who have an Accrued Benefit as of the TRA '86 Fresh Start Date or the OBRA '93 Fresh Start Date and who have at least one Hour of Service with the Employer after such date.

21.1(c) "Frozen Accrued Benefit" means the amount of the Participant's Accrued Benefit determined in accordance with the provisions of the Plan applicable in the year of the Fresh Start Date (or the date the Participant actually terminated employment with the employer, if earlier), without regard to any amendments made to the Plan after that date other than amendments recognized as effective as of or before the date under the Section 401(b) of the Code or Section 1.401(a)(4)-11(g) of the regulations. If the Participant has not had a Fresh Start Date, the Participant's Frozen Accrued benefit will be zero.

21.1(d) "OBRA '93 Fresh Start Date" means the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1994.

21.1(e) "Section 401(a)(17) Participant" means a Participant who is a member of the Fresh Start Group. A Section 401(a)(17) Participant may be referred to as a TRA '86 Section 401(a)(17) Participants or a OBRA '93 Section 401(A)(17) Participant depending on the Fresh Start Group in which he is a member.

21.1(f) "TRA '86 Fresh Start Date" mean the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1989.

21.2 **Accrued Benefit of Fresh Start Participants**.

21.2(a) The Accrued Benefit of each Participant in the Fresh Start Group will be equal to the greater of: (i) the benefit determined under the Formula With Wear Away or (ii) the benefit determined under the Formula Without Wear Away.

21.2(b) For this purpose, "Formula With Wear-Away" means the greater of: (i) the Participants Frozen Accrued Benefit, if any, or (ii) the Participants Accrued Benefit determined with respect to the current benefit formula as applied to the Participant's total Years of Benefit Service under the Plan, and "Formula Without Wear Away" means the sum of: (i) the Participant's Frozen Accrued Benefit, if any, and (ii) the Participant's Accrued Benefit determined with respect to the current benefit formula as applied to the Participant's Years of Benefit Service under the Plan beginning after the Fresh Start Date.

21.3 **Determination of Frozen Benefit**.

21.3(a) If, as of the Participants latest fresh start date, the amount of the Participant's Frozen Accrued Benefit is limited by the application of Section 415 of the Code, the Participant's Frozen Accrued Benefit will be increased for years after the latest Fresh Start Date to the extent permitted under Section 415(d)(1) of the Code. In addition, the Frozen Accrued Benefit of a Participant whose Frozen Accrued Benefit includes the top heavy minimum benefit provided in Paragraph 4.4 of the Plan will be increased to the extent necessary to comply with the average compensation requirement of Section 415(c)(1)(D)(i).

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

21.3(c) If the Plan provides a new optional form of payment with respect to the Participant's Frozen Accrued Benefit, such new optional form of payment will be provided with respect to each Participant's entire Accrued Benefit (i.e., accrued both before and after the Fresh Start Date).

21.3(d) With respect to Plan Years beginning after the latest Fresh Start Date, the current benefit formula will provide each Participant in the Fresh Start Group a benefit of not less than .5% of the Participant's Average Compensation times the Participant's Years of Benefit Service after the latest Fresh Start Date.

21.4 **Adjustments to Frozen Benefit**. The provisions of this paragraph shall apply to adjust the Frozen Accrued Benefit of each Participant in the Fresh Start Group determined as of the latest Fresh Start Date under the Plan if, as of that date, the Plan contained a benefit formula under which the Participant's Accrued Benefit could be determined with reference to compensation earned by the Participant in years beginning after the latest Fresh Start Date occurring before the first Plan Year beginning on or after January 1, 1994.

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

(i) The Fresh Start Group satisfied the minimum coverage requirements of Section 410(b) for the first five Plan Years beginning after the Fresh Start Date;

(ii) The Fresh Start Group satisfied the ratio percentage test of Section 1.410(b)-2(b)(2) of the Treas. Regulations as of the Fresh Start Date;

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

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

21.4(b) With respect to Plan Years beginning after the latest Fresh Start Date the current benefit formula will provide each Participant in the Fresh Start Group a benefit of not less than .5% of the Participant's Average Compensation times the Participant's Years of Benefit Service after the latest Fresh Start Date.

21.4(c) The Frozen Accrued Benefit of each Participant in the Fresh Start Group will be increased to the extent necessary if any so that the base benefit percentage, determined with reference to all of the Participant's Years of Benefit Service as of the Fresh Start Date, is not less than fifty percent (50%) of the excess benefit percentage as of the latest Fresh Start Date, determined with reference to all the Participant's Years of Benefit Service as of the latest Fresh Start Date.

21.4(d) The Frozen Accrued Benefit of each Section 401(a)(17) Participant in the Fresh Start Group will be adjusted in accordance with the following method:

Method A (Section 401(a)(17) Participants under both TRA '86 and OBRA '93):

Step 1: Determine each TRA '86 Section 401(a)(17) Participant's Frozen Accrued Benefit as of the last day of the last Plan Year beginning before January 1, 1989.

Step 2: Adjust the amount in step 1 up through the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1994, by multiplying it by the following fraction (not less than 1). The numerator of the

fraction is the TRA'86 Section 401(a)(17) Participant's Average Compensation determined for the current year (as limited by Section 401(a)(17)), using the same definition of compensation and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989. The denominator of the fraction is the Participant's Average Compensation for the last day of the last Plan Year beginning before January 1, 1989, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989.

Step 3: Determine the TRA '86 Section 401(a)(17) Participant's Frozen Accrued Benefit as of the last day of the last Plan Year beginning before January 1, 1994.

Step 4: Subtract the amount determined in step 2 from the amount determined in step 3.

Step 5: Adjust the amount in step 4 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's Average Compensation determined for the current year (as limited by Section 401(a)(17)), using the same definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994. The denominator of the fraction is the Participant's Average Compensation for the last day of the last Plan Year beginning before January 1, 1994, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994.

Step 6: Adjust the amount in step 1 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's Average Compensation for the current year (as limited by Section 401(a)(17)), using the same definition of compensation and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989. The denominator of the fraction is the Participant's Average Compensation for the last day of the last Plan Year beginning before January 1, 1989, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989.

Step 7: Add the amounts determined in step 5, and the greater of steps 6 or 2.

Method B (OBRA '93 Section 401(a)(17) Participants):

Step 1: Determine the Frozen Accrued Benefit of each OBRA '93 Section 401(a)(17) Participant as of the last day of the Plan Year beginning before January 1, 1994.

Step 2: Adjust the amount in step 1 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the average compensation of the OBRA '93 Section 401(a)(17) Participant determined for the current year (as limited by Section 401(a)(17)), using the same definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994. The denominator of the fraction is the Participant's Average Compensation for the last day of the last Plan Year beginning before January 1, 1994, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994