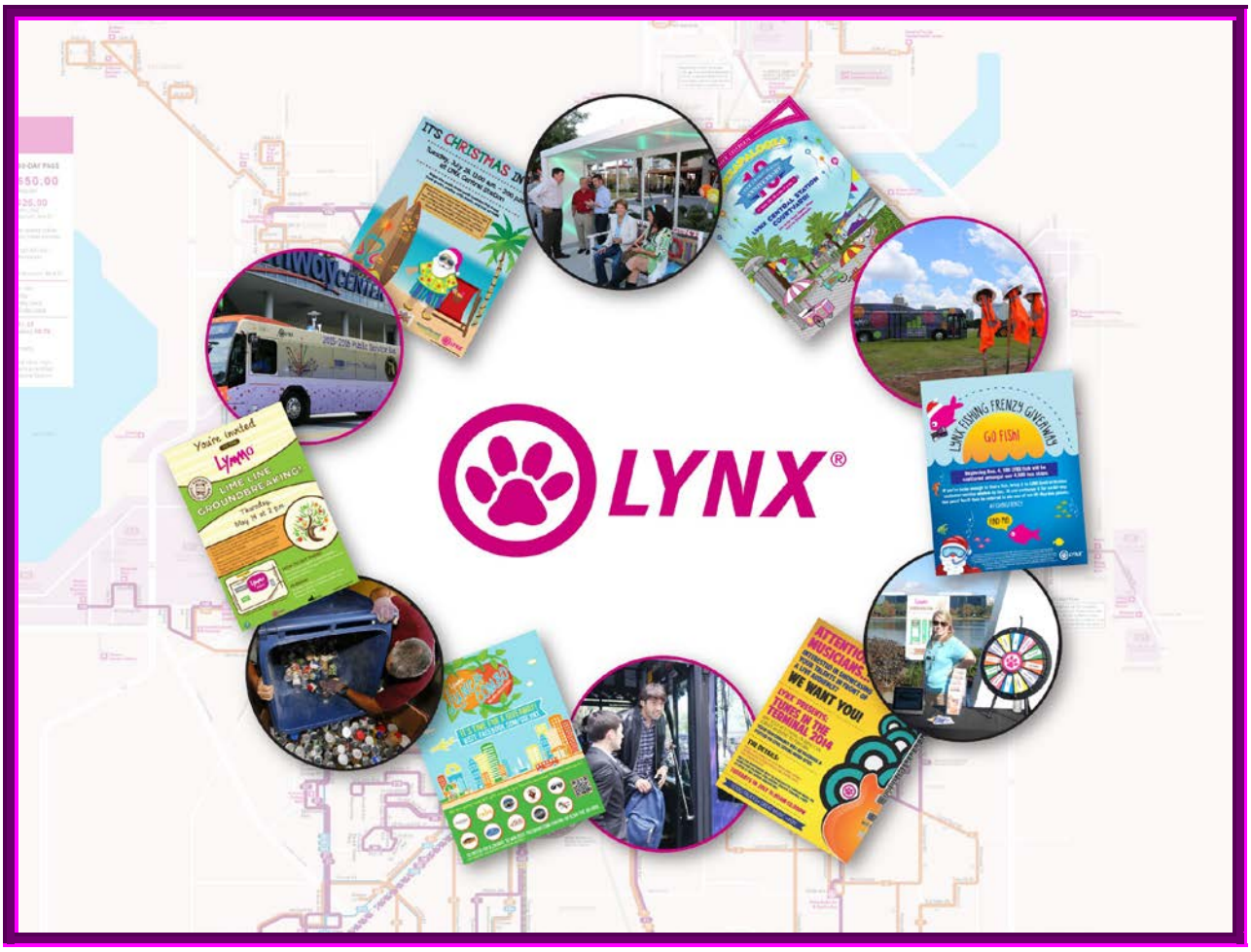

REQUEST FOR PROPOSAL (RFP) 20-R21 Retirement Plan Administration & Recordkeeping Services (Governmental/Non-ERISA)

DATE: August 4, 2020

Central Florida Regional Transportation Authority
d.b.a.

455 North Garland Avenue
Orlando, FL 32801

REQUEST FOR PROPOSAL (RFP) COVER PAGE

1. SOLICITATION NAME: RETIREMENT PLAN ADMINISTRATION & RECORDKEEPING SERVICES (GOVERNMENTAL/NON-ERISA)

2. SOLICITATION NO: 20-R21	**3. ISSUE DATE: August 4, 2020**

4. FOR INFORMATION CONTACT: Maurice A. Jones **PHONE: 407-254-6057**
E-MAIL: MAJONES@GOLYNX.COM

5. BRIEF DESCRIPTION:

LYNX is seeking a single vendor to provide third-party administration, recordkeeping, and participant education services for the following three retirement plans:

- The *LYNX Money Purchase Plan*, a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a)
- The *LYNX Defined Contribution Plan for BU Employees*, a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a)
- The *LYNX Deferred Compensation Plan*, a governmental (non-ERISA) eligible deferred compensation plan under Internal Revenue Code section 457(b)

6. PRE-PROPOSAL CONFERENCE DATE AND TIME: August 18, 2020 10:00 a.m. EST

7. PRE-PROPOSAL CONFERENCE LOCATION:
The pre-proposal conference will be held via a Zoom Communications, Inc. virtual meeting.
https://zoom.us/j/93865277125 Meeting ID: 938 6527 7125

8. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: August 21, 2020 5:00 p.m. EST

9. SUBMIT PROPOSAL TO THE FOLLOWING EMAIL ADDRESS:	**10. PROPOSAL SUBMISSION DUE DATE AND TIME:**
MAJONES@GOLYNX.COM	**September 16, 2020 5:00 p.m. EST**

11. SUBMIT: Email Proposal to contact email provided in Block 9 as a consolidated Portable Document Format (PDF) document. The file size limitation per email is twenty-five (25) megabytes. If it is necessary to exceed this limit, the proposal can be divided into smaller sections with "Email 1 of 2", "Email 2 of 2", etc. included in the subject of each email. LYNX will confirm receipt of proposals via email.

12. PROPOSAL RESPONSES WILL NOT BE OPENED PUBLICLY

13. PROPOSAL OFFER PERIOD: Offers shall remain firm for a period of one hundred twenty (**120)** calendar days from the date specified in Block 10 above or as amended.

14. If this Proposal is accepted within the period specified in Block 13, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

15. The following below Exhibits, when indicated with an R, are included in this solicitation and must be completed and returned with your Proposal. Exhibits, when indicated with an X, are included in this solicitation and do not have to be returned.

X	EXHIBIT A – Solicitation Instructions and Conditions	**X**	EXHIBIT B – Scope of Work	**X**	EXHIBIT C – Evaluation
X	EXHIBIT D – Contract Terms and Conditions		EXHIBIT E – (Not Applicable)	**R**	EXHIBIT F – Offer and Guarantees
R	EXHIBIT G – Debarment	**R**	EXHIBIT H – Lobbying		EXHIBIT I – (Not Applicable)
	EXHIBIT J – (Not Applicable)	**X**	EXHIBIT K – Base Contract		EXHIBIT L – (Not Applicable)
R	EXHIBIT M – References and Licensing	**R**	EXHIBIT N – Non-Collusion	**X**	EXHIBIT O – No Bid (If you are not bidding, please consider completing and returning this form to LYNX. LYNX values your feedback. Thank you.)
R	EXHIBIT P – E-Verify	**R**	EXHIBIT Q – Validity of Proposal		

16. ANTICIPATED SCHEDULE OF EVENTS

The following are certain anticipated events and the anticipated scheduling for same.

08/18/2020 (10:00 a.m. EST)	public Pre-Proposal Conference
08/21/2020 (5:00 p.m. EST)	Deadline for potential Proposers to submit written questions/clarifications to LYNX
09/3/2020	Date by which all RFP Addendum will be issued
09/16/2020 (5:00 p.m. EST)	Proposals due
09/21/2020 (1:30 p.m. EST)	public Source Evaluation Committee (SEC) members training session
10/06/2020 (1:30 p.m. EST)	public Source Evaluation Committee (SEC) Meeting (selection of Proposers for presentations/Q&A)
10/28/2020 (9:00 a.m. EST)	public Source Evaluation Committee (SEC) Meeting (Proposer presentations/Q&A)

LYNX may modify the anticipated or actual schedule of events at any time in LYNX's sole and absolute discretion.

If legally-permitted, it is anticipated that public meetings following the Pre-Proposal meeting will be held via Zoom Communications, Inc. virtual meetings. Otherwise, they will be held in-person at the LYNX Central Station, 455 N. Garland Ave, Orlando, FL 32801. The specific method and location of each public meeting following the Pre-Proposal meeting will be publicly-posted, including on the online LYNX Calendar (https://www.golynx.com/news-events/lynx-calendar.stml), at least five (5) days prior to the meeting.

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

1. Background

The Central Florida Regional Transportation Authority ("LYNX" or the "Authority") is an agency of the State of Florida, created by the Florida Legislature to own, operate, maintain, and manage a public transportation system in the areas of Orange, Osceola, and Seminole Counties. The Authority's enabling legislation (Florida Statutes Section 343.64) has the express intention "that the Authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, relocate, equip, repair, maintain, operate, and manage a regional public transportation system and public transportation facilities; to establish and determine such policies as may be necessary for the best interest of the operation and promotion of a public transportation system; and to adopt such rules as may be necessary to govern the operation of a public transportation system and public transportation facilities." In 1993, the Authority began doing business as "LYNX".

LYNX serves approximately 2,500 square miles with a resident population of 2.1 million people. Fixed route bus service operates from 4:00 AM to 3:00 AM each weekday and provides more than 25 million unlinked passenger trips each year.

A five member board of directors governs LYNX, which board consists of representatives from Orange, Osceola, and Seminole Counties, the City of Orlando, and the Florida Department of Transportation.

LYNX provides an array of transportation services in the form of fixed route bus services, door-to-door Paratransit services, carpool/vanpool services, flex-route services, limited-stop bus route services, rapid bus circulators, and community shuttle service to special events.

LYNX has approximately 1,100 employees of which approximately 925 are represented by the below Unions:

- ATU Local 1596
- ATU Local 1749

LYNX is seeking a single vendor to provide third-party administration, recordkeeping, and participant education services for three (3) retirement plans identified in **Block 5** of the RFP Cover Page and as outlined in Exhibit B, Scope of Services.

2. Knowledge of Conditions

Any person ("Proposer") submitting a Proposal ("Proposal") in response to this Request For Proposal ("RFP") shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the "Contract"). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.

3. Omission

Notwithstanding the provision of drawings, technical specifications, or other data by LYNX, Proposers shall have the responsibility of supplying all details required to make an accurate offer of services even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

4. Legal Representation

Akerman LLP ("Akerman") is outside General Legal Counsel and Pension Counsel to LYNX. In the event that Akerman has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior representation and consents to Akerman's continued representation of LYNX in connection with this RFP and the Contract to be entered into hereunder.

5. Communications to LYNX – Cone of Silence

All questions pertaining to this RFP (including, but not limited to, the Scope of Work), Proposal documents, or any matters related to any of the foregoing shall be in writing and shall be sent only to the Procurement

Representative identified in **Block 4** of the RFP Cover Page. Communications sent to any other person at LYNX or at any other address may, in LYNX's sole discretion, be deemed to be "non-responsive" and LYNX in its discretion may elect to disregard any such questions. LYNX shall not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

6. Pre-Proposal Conference

Please see **Block 6** of the RFP Cover Page for the date and time of the Pre-Proposal Conference (at which questions may be directed to and answered by LYNX personnel) that shall be held in connection with this RFP.

The Pre-Proposal Conference will be conducted via Zoom Video Communications, Inc. virtual meeting as identified in **Block 7** of the RFP Cover Page. Attendance at the Pre-Proposal Conference is not mandatory in order to submit a Proposal; however, it is recommended. Statements made by LYNX at the Pre-Proposal Conference may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the Pre-Proposal Conference.

7. Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto shall be submitted to LYNX in writing no later than date specified in **Block 8** of the RFP Cover Page. Each question shall identify the section number in this RFP for which clarification is being requested. LYNX shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. The Addendum will be posted on the LYNX Procurement website (https://www.golynx.com/corporate-info/doing-business/procurement/current-procurement-opportunities.stml). All such questions shall be sent to the contact designated in **Block 4** of the Proposal Cover Page.

8. Non-Solicitation of LYNX During Blackout Period – Cone of Silence

During the period from the date of this RFP, through the period that the LYNX Board of Directors or Chief Executive Officer approves the award of a Contract (including any period during which a procurement protest ("Protest") has been filed and is pending), Proposers may not directly or indirectly contact any LYNX Board Member, any LYNX employee, or LYNX's legal counsel regarding this RFP except for questions directed to LYNX as expressly provided in **Section 7** above or except as expressly authorized under the Protest procedure set forth in **Section 15**. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

9. Proposal Preparation

Each Proposal shall include the RFP number, title, and due date on the email subject line and cover page, and shall be in the form of Portable Document Format (PDF). Each Proposer shall prepare its Proposal in accordance with the following requirements (and such other requirements as set forth in this RFP):

A. Cover Letter

1. A cover letter transmitting the Proposal must be submitted and dated.
2. The cover letter shall state the full legal name of the Proposer and may also identify trade name(s) or fictitious name(s).
3. The cover letter shall identify the legal form of the Proposer (e.g., corporation, limited liability, company, etc.)
4. The cover letter shall identify in which state the Proposer is incorporated or formed.
5. The cover letter must indicate that the Proposer agrees to be bound by the Proposal for the time period specified in the RFP, without modifications, unless mutually agreed to upon further negotiations between LYNX and the Proposer.
6. The cover letter shall contain the name, title, address, email address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which LYNX is evaluating Proposals.
7. The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer.

B. References

Proposers must provide a minimum of three (3) references for governmental plans, or governmental plan sponsors having plans, of a similar type and size to the three plans that are the subject of this RFP. Ideally (although not required) the plans or plan sponsors identified as references will be located in Florida. The reference list must contain the information required under **Exhibit M**.

C. Table of Content/Proposal Format

1. Section One (1)
   - Cover Letter
   - All Executed Exhibits for this RFP (See **Block 15** of the RFP Cover Page)
2. Section Two (2)
   - Responses to questions in **Exhibit C**
3. Section Three (3)
   - Any additional Proposer's requirements of LYNX, additional information to be considered, or any information that LYNX may have omitted and that is required to properly provide the requested services. Proposers may include marketing materials describing the Proposer or the services provided.

10. Submission of Proposals

Email Proposals to the designated contact in **Block 4** of the Cover Page as a consolidated Portable Document Format (PDF) document. The file size limitation per email is twenty-five (25) megabytes. If it is necessary to exceed this limit, the Proposal can be divided into smaller sections with "Email 1 of 2", "Email 2 of 2", etc. included in the subject of each email. LYNX will confirm receipt of Proposals via email. Your Proposal must be received by LYNX no later than the specific date and time set forth in **Block 10** of the Proposal Cover Page.

11. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications shall be made in writing, any request to withdraw a Proposal shall be in writing and received by LYNX (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If a modification is timely received by LYNX prior to the date and time set for the receipt of Proposals, then that modification shall be considered by LYNX as a part of the original Proposal.

12. Validity/Term of Proposals

Proposals shall be valid for not less than one hundred and twenty (120) days after the due date and time for the receipt of Proposals. In the event of a Protest, the one hundred and twenty (120) day period shall be extended and the Proposals shall remain valid for a period of ninety (90) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see **Exhibit Q** for submission of this requirement.

13. Revisions and Amendments to the Proposal

LYNX reserves the right, in its absolute discretion to revise or amend this RFP, including the Scope of Work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, shall be sent via email to all Proposers who have requested a copy of this RFP and furnished LYNX with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, LYNX may extend the RFP opening date. The form transmitting the revision or amendment shall be signed by the Proposer, acknowledging its receipt, and copy of the signed document shall be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment, and (ii) include the signed form in the Proposal may, in LYNX's sole and absolute discretion, result in the rejection of the Proposal.**

14. Proposal Rejection

LYNX may at any time reject any (i) Proposal which LYNX deems, in its sole and absolute discretion, to be incomplete, (ii) Proposal which LYNX deems, in its sole and absolute discretion, fails to conform to the requirements of this RFP, or (iii) Proposal which LYNX deems, in its sole and absolute discretion, takes exception to the Scope of Work. LYNX reserves the right in any event to (a) waive any informalities or irregularities in any Proposal which LYNX determines, in its sole and absolute discretion, to be minor, or (b) reject all Proposals and resolicit the procurement.

15. Protest Procedures

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with LYNX **Administrative Rule 6** (which is available at **www.golynx.com**), the terms of which are hereby included herein by this reference. LYNX reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between LYNX **Administrative Rule 6** and the provisions of this **Section 15**, LYNX in its discretion shall determine which provision governs.

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of LYNX, and it is for LYNX to determine in its discretion which Proposal LYNX desires to accept. LYNX has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide LYNX the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and LYNX may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in LYNX **Administrative Rule 6** or herein but, again, said appeal shall be decided by LYNX based upon what it determines to be in its best interest. As such, legal concepts (such as the Florida or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with LYNX Administrative Rules. In addition, the appeal process set forth in the LYNX Administrative Rule is exclusive and upon the exhaustion of the appeal, no further appeal may be taken or separate suit filed against LYNX.

By virtue of submitting its Proposal, any Protesting Party expressly agrees that its remedies are exclusively limited to the LYNX Protest procedure set forth in LYNX **Administrative Rule 6** (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by LYNX. The foregoing is a material consideration in the consideration by LYNX of any Proposal.

In the event a Protest is filed, LYNX **Administrative Rule 6** requires that a cash bond be posted with LYNX at the time the Protest is filed. In addition, a Protest shall meet strict time limitations for filing. Reference is made to LYNX **Administrative Rule 6** for these and other matters relating to any Protest.

16. Award

LYNX will award the Contract to the Proposer who submits a Proposal that LYNX determines, in its sole and absolute discretion, is most advantageous to LYNX (the "Selected Proposer").

After the Source Evaluation Committee (SEC) evaluates the Proposers, a notice of the outcome of the evaluation will be given to all parties submitting Proposals and posted on the LYNX Procurement website. After the SEC recommendation is final (with no further Protest or after the Protest procedure is earlier terminated by the LYNX CEO in accordance with Rule 6), the recommendation of the SEC will then be submitted to the LYNX Board of Directors for its consideration. The determination of whether to award the Contract and to whom the Contract will be awarded shall be made in the sole and absolute discretion of the LYNX Board of Directors.

The procurement process relating to this RFP is solely to benefit LYNX and for LYNX to determine in its discretion which Proposer is entitled to enter into a Contract with LYNX. Although LYNX provides for a Protest procedure, once LYNX selects a Proposer to contract with, that will terminate any further right of Protest by any Proposer. In addition, no Proposer is granted any right to file any lawsuit against LYNX. Proposer, by virtue of submitting a Proposal, expressly agrees to waive any right to bring any judicial or other action against LYNX, and that the Protest procedure set forth in LYNX **Administrative Rule 6** is the exclusive procedure to protest the award of any Contract. Each Proposer by submitting its Proposal expressly agrees to these limitations.

17. Next Most Advantageous Proposal

In the event that the selected Proposer fails or refuses to enter into a Contract with LYNX, then LYNX may award the Contract to the Proposer who submits a Proposal that LYNX determines, in its sole and absolute discretion, is the next most advantageous to LYNX. LYNX also reserves the right at any time, in its absolute discretion, to cancel the RFP and "Rebid".

18. The Public Records Act and Trade Secret Information

The Proposer is aware and understands that LYNX is a public entity and, as such, it is subject to the Florida Public Records Act. Subject to certain exemptions, Proposals received by LYNX are public records and may be subject to disclosure upon the earlier of such time as LYNX provides notice of its decision or intended decision to award a Contract or ten (10) days after the date that Proposals are opened. The Proposer is aware of this fact and that it is possible that its Proposal may be disclosed by LYNX pursuant to a public records request, particularly if another Proposer files a Protest to the procurement.

A Proposer's Proposal may include certain information which the Proposer believes to be a "trade secret." If a Proposer would like for LYNX to treat such information as confidential, particularly in the event LYNX receives a public records request, then the Proposer shall clearly, in bold and large type, identify the specific information which it deems to constitute a trade secret and be confidential. It is unacceptable to LYNX for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

In the event LYNX receives a request for a copy of a Proposer's Proposal, LYNX shall endeavor to notify the Proposer and shall endeavor to comply with the Public Records Law as to what is required to be produced. Absent any clear identification by the Proposer that a portion of its Proposal is a trade secret and is confidential, LYNX shall furnish a copy of the Proposal in response to any valid public records request and LYNX shall have no liability whatsoever for such disclosure. If the Proposer so identifies a portion of its Proposal as being a trade secret and confidential, or if LYNX, in its discretion, determines that a portion of the Proposal is not subject to disclosure and should not be disclosed (such as if the disclosure would compromise LYNX security systems), LYNX shall endeavor to assert said exemption.

In the case of any exemption being asserted by LYNX based upon action by the Proposer (e.g., the Proposer asserts that information in its Proposal is a trade secret and, as a result, LYNX declines to satisfy a public records request for the portion of the Proposal which has been identified as a trade secret), the Proposer shall indemnify and hold LYNX harmless from any claims, expenses, including attorneys' fees, that LYNX may incur if the person requesting said information pursues its demand that the public record be furnished.

19. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed.
6. That the Proposer has not divulged to, discussed, or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation shall result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from Proposer List(s).
7. That the Proposer and its subcontractors are not currently in arrears to LYNX and have not defaulted, as a surety or otherwise, under any obligation to LYNX.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

20. Proposer Registration Pursuant to Florida Statutes

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department. (http://m.flsenate.gov/Statutes/605.0902).

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (http://www.flsenate.gov/Laws/Statutes/2019/607.1501).

Therefore, an award may not be issued without eventual proof that your firm is registered with the Florida Department of State, Division of Corporations. Please visit (https://dos.myflorida.com/sunbiz/) for information on how to become registered.

* * * *

EXHIBIT B
SCOPE OF SERVICES

I. Plan Information

LYNX has approximately 1,100 employees of which approximately 925 are represented by the below Unions:

- ATU Local 1596
- ATU Local 1749

LYNX is seeking a single vendor ("Recordkeeper") to provide third-party administration, recordkeeping, and participant education services for the following three (3) retirement plans (each, a "Plan" and collectively, the "Plans"):

1. MPP

The *LYNX Money Purchase Plan* is a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a), originally adopted on October 1, 1994 (the "MPP").

The MPP is the primary retirement plan for (i) executive, management, and administrative personnel, and (ii) supervisory employees represented by the ATU Local 1749 union.

Eligible employees enter the MPP on their date of hire. The MPP provides for (a) an employer non-elective contribution of 12% of compensation for participants hired before October 1, 2013; and (b) an employer non-elective contribution of 6% of compensation, plus the opportunity for a 50% matching contribution of up to 1.5%, for participants hired on or after October 1, 2013. The vesting schedule is 5-year cliff.

Data for the MPP as of 07/10/2020:

a. Current recordkeeper (since 2008): MassMutual (successor in interest to Hartford)
b. Plan assets: approximately $24.1 million
c. Participants: approximately 402
d. Cash flow-in: approximately $110,000 average per month
e. Payroll cycle: biweekly on Fridays

The MPP is administered by a 3-member Administrative Committee and a 3-member Board of Trustees, appointed by the LYNX Board.

2. DC BU Plan

The *LYNX Defined Contribution Plan for BU Employees* is a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a), originally adopted on March 1, 2014 (the "DC BU Plan").

The DC BU Plan is the primary retirement plan for bus operator and maintenance employees represented by the ATU Local 1596 union, hired or re-hired on or after March 1, 2014. (Existing employees hired before March 1, 2014 participate in a defined benefit pension plan that was closed to new participation as of March 1, 2014. The defined benefit pension plan is *not* part of this RFP.) The DC BU Plan has grown rapidly since its inception and rapid growth is expected to continue as employees covered by the defined benefit pension plan retire in due course and new employees covered by the DC BU Plan are hired.

Eligible employees enter the DC BU Plan on their date of hire. The DC BU Plan provides for an employer non-

elective contribution of 6% of compensation, plus the opportunity for a 50% matching contribution of up to 1.5%. The vesting schedule is 5-year cliff.

Data for the DC BU Plan as of 07/10/2020:

a. Current recordkeeper (since 2014): MassMutual
b. Plan assets: approximately $4.6 million
c. Participants: approximately 708
d. Cash flow-in: approximately $135,000 average per month
e. Payroll cycle: biweekly on Fridays

The DC BU Plan is administered by a 3-member Administrative Committee, appointed by the LYNX Board, and a 6-member Board of Trustees, 3 of whom are appointed by the LYNX Board and 3 of whom are appointed by the ATU Local 1596 union.

3. 457(b) Plan

The LYNX Deferred Compensation Plan is a governmental (non-ERISA) eligible deferred compensation plan under Internal Revenue Code section 457(b), originally adopted on March 17, 1994 (the "457(b) Plan").

The 457(b) Plan is a supplemental retirement plan for (i) executive, management, and administrative personnel, (ii) supervisory employees represented by the ATU Local 1749 union, and (iii) all bus operator and maintenance employees represented by the ATU Local 1596 union (regardless of their hire date or their primary retirement plan).

Eligible employees may enter the plan on their date of hire. Employees may make elective deferrals to the 457(b) Plan, which are the basis for employer matching contributions in the MPP or the DC BU Plan. LYNX may also make discretionary contributions to participants' 457(b) Plan accounts; however, such contributions are currently rare.

The 457(b) Plan is administered by a 3-member Administrative Committee and a 3-member Board of Trustees, appointed by the LYNX Board.

Data for the 457(b) Plan as of 07/10/2020:

a. Current recordkeeper (since 2008): MassMutual (successor in interest to Hartford)
b. Plan assets: approximately $11.8 million
c. Participants: approximately 821
d. Cash flow-in: approximately $125,000 average per month
e. Payroll cycle: biweekly on Fridays

Each Board of Trustees for each Plan has engaged the same independent investment consultant/monitor (Burgess Chambers & Associates) to assist the Boards of Trustees with matters such as monitoring, amending, and implementing each Plan's Investment Policy Statement and monitoring and recommending changes to each Plan's menu of participant-directed investment options, including the default investment fund.

Appendix A, which immediately follows Exhibit B, contains investment fund line-up information for the plans.
Appendix B, which immediately follows Exhibit Q, contains copies of the current governing plan documents for the plans.

All qualified vendors, including current and past recordkeepers to the Plans, are encouraged to submit a Proposal in response to this RFP.

II. Scope of Work

LYNX anticipates the Recordkeeper will provide as many of the below listed services as possible, with the greatest amount of automation and support to LYNX, but does not wish for Proposers to be limited by this list.

A. Recordkeeping Functions

- Facilitate employee enrollment, including possible automatic enrollment for purposes of employer nonelective contributions
- Facilitate employee deferral elections
- Process investment mix elections and reallocations
- Post contributions to participants' Plan accounts
- Catch-up contribution eligibility and processing
- Calculation and correction of missed contributions or excess contributions/deferrals, including investment gains/losses on same
- Qualification and processing of rollovers into the Plans
- Collection and maintenance of beneficiary designations
- In-service withdrawal qualification and processing
- Unforeseeable emergency withdrawal qualification and processing
- Small-dollar cash-out calculation and processing
- Lump sum distribution processing
- Required minimum distribution monitoring and processing
- Set-up and monitoring of ad hoc and installment distributions
- QDRO qualification, processing, and alternate payee account set-up
- Loan qualification and processing (if LYNX ever decides to implement a loan program in the future in any Plan)
- Life event processing, such as leave of absence, military leave, and beneficiary support in the event of participant death
- Preparation of employee enrollment kits, electronic and paper
- Quarterly participant statements, electronic and paper
- Preparation of standard participant fee, investment, and confirmation notices
- Delivery of participant notices, electronic and paper
- Provide prototype, volume submitter, and/or specimen plan/trust document services
- Provide customized and/or specimen Summary Plan Descriptions, Summaries of Material Modifications, and benefits/amendments overview materials
- Monitor Plan contribution limits
- Internal Revenue Code section 415 testing
- Withhold, deposit, and report federal, state, and local taxes on distributions, including issuing reporting forms (e.g., Form 1099-R) to participants

B. Employee Education

- Educate eligible employees and Plan participants about the Plans and retirement goals and readiness.
- Provide the education through group meetings, individual meetings, webinars, targeted communications, messages via quarterly statements, text messages, emails, and other creative means. Onsite, in-person education meetings will be expected on at least a quarterly basis (subject to reasonable adjustment during the COVID-19 pandemic).
- Appreciate the diversity of LYNX's employees and Plan participants and educate according to the needs of different groups.
- Increase attendance and successful outcomes of education efforts.

C. Investment Fund Line-Up

Work cooperatively with the Plans' independent investment consultant/monitor to offer high-performing, cost-efficient, best-in-class investment menus for participation direction of investment of their Plan accounts.

D. Relationship Management

Annual meetings (or more frequently, if needed) at LYNX that include a review of Plan goals and success, relationship building opportunities, and strategic discussions regarding how other governmental entities are addressing current industry trends and issues. Videoconference meetings may initially be held, if legally-permitted, due to the COVID-19 pandemic. However, in-person attendance will eventually be expected in the future.

E. Reporting Requirements

Quarterly Plan analyses that includes information related to plan assets, participation, deferral and contribution rates, and legislative and regulatory updates.

* * * * *

APPENDIX A

TO

EXHIBIT B

SCOPE OF SERVICES

Current Holdings:

1) Western Asset Core Plus Fund
2) Oak Mark Equity & Income
3) TRP Growth Stock
4) BlackRock Equity Dividend
5) Af Europacific Growth Fund
6) BNY Mellon Mid Cap Index
7) BNY Mellon Small Cap Index
8) SSGA Mid Cap Index CIT* (Closed)
9) SSGA Small Cap Index CIT* (Closed)
10) Pioneer High Yield
11) Invesco Oppenheimer International Bond
12) Vanguard LifeStrategy Income
13) TIAA Large Cap Value Index
14) TIAA Bond Index
15) General/Fixed Account

Please note that funds above are listed for illustrative purposes only. The Investment Consultant will propose a new menu from an open architecture platform prior to any transition.

Model portfolios: customized lifestyle and target date funds are available and being monitored by the Investment Consultant.

EXHIBIT C
PROPOSAL EVALUATION

A. Evaluation Process

1. Procurement Representative

All Proposals shall initially be reviewed by the LYNX Procurement Representative as assigned in **Block 4** of cover page. The Procurement Representative's review shall be limited to determining whether the Proposals comply with the requirements of the RFP. The Procurement Representative may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the Scope of Services. The Procurement Representative may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material. All Proposals that are not rejected by the Procurement Representative shall be evaluated by the SEC.

2. Evaluation of Proposals by SEC

The Proposals will be evaluated by the Source Evaluation Committee (SEC) established by LYNX, with such assistance from technical advisors as LYNX determines appropriate. The SEC and technical advisors may be comprised of persons from within and outside of LYNX. The composition of the SEC and technical advisors shall be determined exclusively by LYNX.

3. Presentations

LYNX reserves the right to require a presentation from any and all Proposers, in which they may be asked to provide, or they may provide, information in addition to that contained in their Proposals. Therefore, each Proposer who submits a Proposal must be willing and able to make a public presentation to the Source Evaluation Committee (SEC) and engage in a public question-and-answer (Q&A) session with the SEC, if the Proposer is invited. Failure to participate may result in disqualification of the Proposer from consideration for an invitation to negotiate, or award of, the Contract.

4. Best and Final Offer and Negotiation

The SEC may make an award recommendation based upon the initial proposals received, request a revised proposal based upon further clarifications and/or questions, request the technical advisors to enter into negotiations with select Proposers, or request a best and final offer.

This RFP provides LYNX with the flexibility to negotiate to arrive at a mutually agreeable relationship. Accordingly, LYNX reserves the right to negotiate, prior to award, with Proposer(s) for purpose of addressing the matters set forth in the following list, which may not be exhaustive:

- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from a Proposer
- Obtaining the lowest and best pricing and/or revenue agreement
- Resolving minor differences and typographical errors

Representatives of a Proposer invited to oral negotiations must have the authority to bind the Proposer to the terms and conditions agreed to during negotiations and as contained in the Proposer's best and final offer. LYNX may elect not to solicit a best and final offer from any Proposer whose representatives have been unable or unwilling to commit to decisions reached during the negotiation process. LYNX reserves the right to immediately terminate negotiations with any Proposer whose representatives are not empowered to, or who will not, make decisions during a negotiation session.

It is desired for the services to be provided by the Selected Proposer to be implemented and effective no later than

July 1, 2021. Earlier implementation would also be welcome, though due to other LYNX projects, an implementation date earlier than **April 1, 2021** is likely not feasible. To facilitate timely completion of this project, a Proposer, if invited to negotiate the Contract, must be willing and able to submit the Proposer's first draft of all Contract terms, as well as the first draft of applicable governing plan and trust documents, **within six (6) weeks** of the date of being invited to negotiate the Contract. The Proposer must also be willing and able to commit to flexible and efficient negotiation of the Contract, including responding to any LYNX-proposed edits or questions on draft Contract terms **within four (4) business days** of being provided with any such LYNX edits or questions. Failure to adhere to these timeframes may result in disqualification of the Proposer for further negotiation, or award of, the Contract.

B. Evaluation and Method of Award

1. *Method of Award*

Proposals will be evaluated by the Source Evaluation Committee (SEC) based upon how well each Proposal meets the needs of LYNX with respect to the Plans. The evaluation of each Proposal will be based on its overall competence, compliance, format, and organization. The Contract shall be awarded based on the Proposal (and negotiation outcomes) determined to be the most advantageous to LYNX and the Plans, taking into consideration the evaluation criteria listed below. Pricing will be a criterion. However, LYNX is under no obligation whatsoever to select as most responsive the Proposal that demonstrates the lowest pricing. Indeed, because of the fiduciary nature of certain of the services of the Recordkeeper, scores or rankings of Proposals will **not** be weighted based on lowest price. Specific consideration will be given to responses to the below evaluation criteria. The relative importance of the below-listed criteria is equal.

Although LYNX reserves the right to request presentations, additional information, or clarification on any matter related to a Proposal and/or to negotiate with any Proposer(s) to arrive at its final decision, LYNX also reserves the right to select the most responsive Proposer without further discussion, negotiation, or prior notice. LYNX may presume that any Proposal is a best-and-final offer. LYNX also reserves the right to negotiate with, and/or award the Contract to, the next highest evaluated, responsive, and responsible Proposer in the event of inability to negotiable agreeable Contract terms with a Proposer.

2. *Evaluation Criteria*

The following is the criteria by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposer for an award.

Please provide clear and concise responses to the following in your Proposal.

A. Organization

1. Provide the legal name of your company and its physical address, mailing address (if different), telephone number, fax number and internet web address.

2. Provide the name, physical address, mailing address (if different), telephone number, fax number, and e-mail address of the primary contact for matters relating to this RFP. Confirm that primary contact has authority to enter into binding negotiations (including binding oral negotiations) with LYNX. Or provide the same contact information for the other individual(s) who have such authority on behalf of the Proposer.

3. For each of the following items, please confirm (Yes/No) that your company meets all of the following minimum eligibility requirements:

   a. Your company must have at least five (5) years of experience administering money purchase pension plans and must administer a minimum of 10 such plans sponsored by a governmental entity with assets of $5 to $25 million (or more).

   b. Your company must have at least five (5) years of experience administering 457(b) plans and must

administer a minimum of 10 such plans with assets of $5 to $25 million (or more).

c. Your company must have telephone, internet, and mobile device-compatible options available for participants to make investment selections/changes, with values being updated on a daily basis.

d. Your company must comply with all terms and conditions outlined in the Base Contract. Unless otherwise noted in your response to this item, it is assumed that, by submitting a Proposal, your company intends to conform to such terms and conditions in every way. If there are any concerns about the Base Contract, be specific about the clause and provide alternate language. Bear in mind that LYNX is a local governmental entity, constrained by local rules, as well as State of Florida laws and rules, applicable to contracting.

e. The Selected Proposer must have been or must become duly qualified to do business in the State of Florida upon award of the contract.

f. Proposer agrees that the terms outlined in this RFP and the Proposal shall be good up to and through agrees to be bound by the Proposal for the time period specified in the RFP, without modifications, unless mutually agreed to upon further negotiations between LYNX and the Proposer.

g. Your company must have knowledge of and comply with all applicable Federal and Florida state statutes and regulations regarding governmental retirement plans and investment options.

4. **Briefly** describe the ownership structure of your organization and any subsidiaries it may have. Identify the parent company and any affiliated businesses of the Proposer. In what year was your organization founded?

5. If any entity outside of your organization and any of its subsidiaries would be providing any of the services under the Contract, please identify the entity, the services it will provide, and the same organization information requested in the above question.

6. Has your organization, any subsidiary, or any affiliate ever petitioned into bankruptcy or insolvency or involuntarily been placed in bankruptcy or insolvency? If yes, please explain. Disregarding the potential adverse effects of the COVID-19 pandemic, is there otherwise a reasonable likelihood that your organization, any subsidiary, or any affiliate will petition into bankruptcy or insolvency or will involuntary be placed in bankruptcy or insolvency within the next 3 years? If yes, please explain.

7. Please provide your most recent SAS 70 report. For any Proposer that is an insurance company, including a subsidiary or affiliate that will provide services under the Contract, please provide the claims paying ability ratings from Standard & Poors, Moody's or Duff & Phelps. If rated by some other service, provide the rating and rating criteria. Also provide rating from A.M. Best Company if available.

8. Describe any litigation or regulatory reprimand, within the past 3 years or pending, against your organization or on-site service representatives, resulting from current or past involvement with any deferred compensation, defined contribution or public/private pension plan.

9. Provide a list of all team members, by name and title, who will directly support the Plans. For each team member, please identify their: area of expertise, years of experience, tenure with the firm, number of clients served, and their location. Will LYNX be assigned a dedicated account manager with the internal authority and expertise to comprehensively and completely address any needs or concerns?

10. With regard to **401(a) money purchase pension plans or defined contribution plans**:

a. How long has your company been providing services to governmental money purchase pension plans or governmental defined contribution plans?

b. Please complete the following plan profile table with regard to your current clients with such plans.

governmental 401(a) money purchase pension plans or defined contribution plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Under 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

11. With regard to **457(b) plans**:

a. How long has your company been providing services to governmental 457(b) plans?

b. Please complete the following plan profile table with regard to your current clients with such plans.

governmental 457(b) plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Under 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

12. Within the last three years, provide the number of governmental (non-ERISA) client *additions* your company has been awarded in the following tables. Do not include existing clients successfully retained. Do not include investment-only relationships.

governmental 401(a) money purchase pension plans or defined contribution plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Under 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

governmental 457(b) plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Under 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

13. Within the last three years, provide the number of governmental (non-ERISA) client *losses* your company has realized in the following tables. Include cases in which your company elected not to rebid. Do not include investment-only relationships.

governmental 401(a) money purchase pension plans or defined contribution plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Less than 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

governmental 457(b) plans

Plan Size - $	# of Plans	Plan Size - participants	# of Plans
Under $10 million		Less than 500 participants	
$10 - $25 million		500 – 1,000 participants	
$25 - $50 million		1,000 – 2,000 participants	
Over $50 million		Over 2,000 participants	

14. Describe any legal issues, conflicts of interest, or constraints that could conceivably affect a relationship with LYNX.

15. Please list the locations from where your company would provide services and describe the services that would be provided from each location. Indicate if any of these services would be outsourced to another company.

16. Discuss if any work would be done on the LYNX Plan accounts or on their behalf through offshore contractors or facilities. If yes, does your company own these offshore facilities?

17. Describe any proposed or pending asset sales, mergers, acquisitions, or alliances that might affect your company's service delivery.

18. What recordkeeping system platform does your company utilize? When was the last upgrade implemented?

19. Discuss enhancements planned over the next two years for the following: recordkeeping systems, voice response unit, participant website, plan sponsor website, education materials, and other key developments.

20. Have all your systems (including, but not limited to recordkeeping, call center, trust and online systems and interfaces) and the procedures used in the retirement plan recordkeeping and administration business been independently audited? How frequently do you conduct system audits?

21. Confirm that all client data (both operational and any customer / confidential data) is encrypted in transmission and "at rest," both inside and outside of your company's network.

22. Describe your company's maintenance and backup procedures, including daily backup retention timetable and off-site backup storage and recovery systems. How often are these systems tested? Where are your company's off-site backup facilities located?

23. How do you control access to your company's recordkeeping system? What security precautions are in place? Comment on your company's written policy and process for documenting, notifying and rectifying data breaches, problems and incidents.

24. What is the total number of professionals dedicated to your company's cyber security division? Please describe your resources and expected future enhancements in this area.

25. Does your company regularly engage in third party penetration testing and if so, would your company be willing to share the summary of a recent test with LYNX?

26. Discuss your company's cyber insurance policy including carrier, coverage amount, and any carve outs.

27. Comment on the indemnification that your company will provide to LYNX against any liability arising from security breaches related to any of your company's systems.

28. Does your company maintain an unqualified ISO 27001 certification?

B. Plan Administration and Compliance

29. Confirm that you have read the plan documentation provided and that you do not foresee any issues with being able to implement or automate the provisions for the Plans on your company's system.

30. If any manual processes are required for plan administration, please describe.

31. Describe your company's proposed process to administer enrollment of new participants for purposes of nonelective employer contributions, where such enrollment is immediate upon hire – but without the ability to know the identifying data for new hires until they have actually appeared for their first day of work (training) and with an initial enrollment period (for investment elections and deferral elections) of generally only one week due to biweekly payroll. Though online methods are appreciated if the circumstances will permit it, confirm that your company can process initial enrollments (and future changes) via paper forms in addition to any online method proposed.

32. Describe how your company monitors the quality of administration with respect to compliance with plan document provisions.

33. What are your company's service standards for returning calls and emails from LYNX's staff and service standards for affirmatively following up on open issues that have not been resolved in a single call or single reply email? How does your company monitor and report on these standards?

34. Can your company's recordkeeping system accommodate percentage and flat dollar amount participant deferrals? Can your company's recordkeeping system accommodate a percentage matching formula if the participant's deferral is a flat dollar amount?

35. Comment on your company's ability to offer both online and paper beneficiary designation and online storage of all designations. Comment on your company's ability to administer an automatic revocation of an ex-spouse as a designated beneficiary, unless a court order provides otherwise or the participant re-designates the ex-spouse after divorce.

36. Clearly describe any transactions that can only be processed online or can only be processed with paper forms.

37. Comment on your company's ability to certify and process unforeseeable emergency withdrawals without plan sponsor/fiduciary input.

38. If LYNX should ever wish to implement a Plan loan program: Comment on your company's ability to certify and process loans without plan sponsor/fiduciary input. Comment on your company's ability to process, withhold, remit, and report Florida documentary stamp tax on loans.

39. Comment on your company's ability to qualify rollovers into the plan without plan sponsor/fiduciary input.

40. Comment on your company's ability to monitor, compute, and initiate required minimum distributions (RMDs) without plan sponsor/fiduciary input.

41. Comment on your company's ability to qualify and process domestic relations orders without plan sponsor/fiduciary input.

42. Describe your company's capabilities to help LYNX measure “retirement readiness” for individual Plan participants and the Plans as a whole.

43. Does your company have an automated logging/tracking system that elevates participant issues not resolved within a certain period to LYNX?

44. Provide a sample copy of the standard reporting package that would be available to LYNX, including a sample year-end plan activity report. Confirm whether the data underlying reports can be provided in electronic format (CSV or Excel).

45. Discuss report writing capabilities (standard and ad hoc) and data queries that can be completed on the plan sponsor site or by request through the service team. Confirm report format/file type and what, if any, training/support will be provided.

46. Provide website demo login and password for plan sponsor information.

47. Discuss how your company currently supports compliance for governmental 401(a) money purchase pension plan/defined contribution clients.

48. Describe governing plan document services that would be available specifically for the LYNX MPP and DC BU Plan, taking into account their plan designs.

49. Discuss how your company currently supports compliance for governmental 457(b) plan clients.

50. Describe governing plan document services that would be available specifically for the LYNX 457(b) Plan, taking into account its plan design.

51. How many attorneys do you have on staff to consult with clients (and the clients' own legal counsel) directly for governmental money purchase pension plans and governmental 457(b) plans?

52. Describe your company's process for notifying plan sponsors/fiduciaries of important legislative and regulatory activity. What types of actions does your company take (for example, quarterly newsletter, etc.)?

53. Describe your company's capabilities for the following:
    a. Monitoring Code section 415 limitations

    b. Monitoring of 457 elective deferrals

    c. Limiting compensation under Code section 401(a)(17)

    d. Coverage testing for government plans

54. How does your company address violations for any of the testing covered by the above question?

55. Discuss if your company will create and/or maintain notices and forms for the Plans.

56. Discuss your company's ability to track and report contribution and deferral limits, including whether on a per payroll basis or year-end only basis.

57. Are you able to provide prior year data for specific dates or date ranges, such as an account balance or investment earnings/losses?

58. In the event of a recordkeeping or administrative error within your company's control, will you be financially responsible for making participants and/or the Plan(s) whole?

59. List the administrative functions the plan sponsor/fiduciaries must retain, assuming LYNX maximizes the use of your company's administrative services.

60. Are there any additional other services which are necessary for the administration of the Plans that your company does not provide? If yes, please describe.

C. Participant Services, Communications, and Education

61. Using the Eastern time zone, what hours will your company's call center be open?

62. What escalation and notification procedures does your company use to address participant questions prior to referring a participant to the plan sponsor/fiduciaries?

63. How does your company measure participant satisfaction with the call center? Provide the most recent satisfaction rating. How often does your company report this?

64. Describe any specialists available to assist participants within your company's call center (e.g., distributions, bereavement, investment advice, and post-retirement planning).

65. Describe the language capabilities available to participants that call into your company's call center.

66. Does your company provide participants with an automated rebalancing option? If participants select this option, how often will accounts be rebalanced? Are reports available to determine the number of participants taking advantage of automated rebalancing?

67. Please note other automated participant services that have had a positive impact on participant retirement planning.

68. Describe when the last major overhaul was performed on the participant web site and if significant changes are planned in the near future.

69. Provide the participant web demo address, user name, and password.

70. Does your company offer web chat currently? If not, is it a planned enhancement?

71. Describe your company's participant services that are compatible with, and accessible from, mobile devices.

72. Discuss your company's employee education services. Specifically address whether your company has internal staff dedicated to this effort, relies exclusively on financial advisors to provide these services, or has internal resources but can or does partner with an external financial advisor.

    a. If your company has internal staff that conducts meetings, are they salaried employees, commission-based employees, or independent contractors?

b. Do they have any specialized licenses or training? If yes, briefly describe. In particular, what level of securities licensing do your phone customer service representatives (CSR) carry?

c. What languages are they able to converse or holding meetings in?

d. Address how your company monitors any investment advice provided in individual counseling sessions.

e. Do your representatives receive any compensation based on enrollment, fund selection, or receive commissions or bonuses for the sale of services or products in the Plan?

f. Please confirm that your representatives will be restricted from selling services or products out of the Plan (unless your company has been specifically selected as a vendor for such other service or product through LYNX procurement procedures applicable to that specific service or product).

g. What is the annual employee turnover rate for your phone customer service representatives?

73. Quantify the scope of your company's proposed communication and education plan and highlight the proposed strategies for LYNX.

74. Will participant education be provided via all communication channels (web, mobile device, phone call, U.S. mail, and in-person)?

75. Discuss and quantify your company's suggested approach to conducting on-site education meetings, including staffing and whether LYNX will be able to participate in the selection of the onsite representatives. How many “in-person days” would you make available for individual meetings as a part of your proposal? Meetings will generally be held in the area of Orange, Osceola, and Seminole counties, Florida. Is your company committed to offering more than 8 hours of education each day and/or meetings after "normal business hours" and at different work sites to allow LYNX employees from all shifts the ability to participate?

76. Do you currently have staff or an office located in Orlando, Florida or the Central Florida area?

77. Will all onsite representatives be equipped with a laptop computer or tablet through which they can securely access information and conduct transactions, including but not limited to, accessing plan/participant balances, contribution history, transaction history, withdrawal/distribution history, fund performance information, retirement readiness and retirement benefit illustrations, and financial advice programs; and conducting enrollment transactions, fund-to-fund transfers, future deferral and investment election changes, and initiate withdrawals/distributions? Will all onsite representatives be equipped with a printer to provide hard copy information and confirmations to participants and LYNX HR staff in real time?

78. Provide a list of recent webinar education programs that are available for plan participants. If the title of any program is not sufficient to convey its general subject matter, then please provide a one-line description of the program.

79. Attach a sample quarterly participant statement. If it does not contain a personal rate of return for the illustrated time period, indicate whether your company has the capability of including that information on the participants’ statements. Will participant statements aggregate all account information for the employees who have multiple LYNX plans/accounts serviced by your company? Do statements allow for a customized message from the employer? How many days after the end of the quarter are statements

mailed to participants? Are quarterly statements available to participants online?

80. How do you measure the success of your participant educational programs? Are you willing to provide customized surveys, at no additional cost, to assess the success of the education program?

81. Do you offer forms and communication materials that are specifically customized for governmental money purchase pension plans and governmental 457(b) plans? Provide two samples of communication materials (for example, newsletters or other educational materials).

82. Are you willing to provide LYNX customized enrollment kits, customized educational materials, and/or a customized website at no additional cost? If yes, briefly describe the available customization.

83. Do participants have the ability to easily view aggregate account information on all retirement accounts (available through LYNX or outside accounts with other providers) via your company's website?

84. Does the plan sponsor/fiduciaries have the ability to create a customized participant message for posting on the website and/or customizations to the voice response unit (VRU)? If yes, briefly describe the available customization.

85. Describe anticipated customer service phone line, voice response unit (VRU), and website downtime, and how your company reduces the frequency, length, and impact of such downtime.

86. Please explain how phone and internet passwords are assigned and changed.

87. Complete the following tables about the capabilities of your company's customer service phone line (CSRs), VRU, website services, and mobile device compatibility, for information and transactions. Indicate if there is a difference between the 401(a) plans and 457(b) plans. Mark Yes/No.

Participant Inquiry/Action	CSR	VRU	Website	Mobile Device Compatible
Information				
Total account balance by plan				
Account balance by fund				
Elective deferral rate				
Matching contribution rate				
Employer nonelective contribution rate				
Investment elections				
Fund performance				
Transaction history				
Withdrawal/distribution history				
Deferral and contribution history				
Beneficiary designation				
Transaction (paperless)				
Enrollment				
Elective deferral change				
Catch-up contribution elections/changes				
Investment elections				
Fund-to-fund transfers				
Automatic rebalancing				
Withdrawals/distributions				

88. Provide the following information with respect to the 2019 calendar year.

    a. % of all participant transactions handled completely via CSR, VSU, and website, respectively

    b. Number of total CSRs

    c. Number of total participants per CSR

    d. Average response time (time on hold prior to a CSR taking the call)

    e. Average length of CSR calls

    f. % of CSR calls requiring follow-up

    g. % of calls handled completely by VRU

89. Please provide test passwords and log in information for phone and website services.

D. Fees and Investments

90. Please complete and submit a fee proposal and schedule of service standards, including fees at risk that would apply to each Plan. Include pricing on a basis point (%) and flat dollar perspective. Please provide the fee proposal based on a contract duration of three years with three one-year renewals and based on any other contract duration your company wishes to propose (maximum total duration of six years).

91. It is expected that the fee proposal will include all plan recordkeeping and administrative services discussed under the Scope of Work. In the event that any of those particular services are not included, please list them here and describe hourly or flat-fee charges for non-included services and additional out-of-pocket expenses. This could include any special reporting charges, legal fees, administrative processing fees, communications fees, and plan document preparation fees (including any fees to maintain, update, and/or ensure compliance of such document with the Internal Revenue Code.)

92. Please provide a line-item list of all additional participant-level administration expenses that will be imposed (for example, withdrawal processing fee, QDRO processing fee, etc.).

93. Identify all other potential fees or costs, if any, not addressed or included in the above three questions.

94. Discuss any contingencies or assumptions used to formulate the fee proposal.

95. Discuss the factors that your company considers in determining future fee decreases or other changes to fee structure and when they will occur.

96. As IRS and State regulations evolve and impact recordkeeping requirements, will your company charge clients for required system updates? If so, discuss.

97. What is the net revenue, in terms of cost per participant ($) or basis points (%), your company requires annually to provide the proposed services for the Plans?

98. Please identify all revenue sharing arrangements.

99. Please indicate if excess revenue would be available to offset qualified plan related expenses via a Plan Expense Reimbursement Account.

100. Does your company offer any expense arrangement whereby the Plans would share in your company's upside potential as participants and Plan assets increase over time? Does your company provide periodic reviews to address this topic?

101. If investment or financial advice is offered to plan participants, is it in-house or via a third party? Describe the process, mode and scope of available advice. Please include, and break out, the fees for this service in the fee quote.

102. Do you offer an open-architecture menu? If yes, how many funds are included on your platform?

103. If LYNX desires a fund not currently available, are you willing to add new funds? How many days are required to add, delete or replace a fund available on your platform? How many days are required to add, delete, or replace an external fund?

104. Are you able to provide fee equalization? Please describe the preferred method: per participant ($) or basis points (%).

105. Under a per participant ($) fee equalization, how do you credit and track mutual fund reimbursements into participant accounts?

106. Can you disclose on participant statements the fees charged to each participant for recordkeeping and administrative services under a fee equalization arrangement?

107. Are there start-up/conversion/implementation or termination/deconversion fees? If so, please explain.

108. Do you offer self-directed brokerage? Please describe.

109. What is the trading cost associated with the self-directed platform? What is your proposed annual maintenance fee? What is your set up fee?

110. What percentage of each Plan's assets (or number of funds) would your company require be invested in your company's proprietary investment funds? Identify the asset classes.

111. Are custom target date or lifecycle funds available on your company's platform? If so, can funds not otherwise included in the investment menu be incorporated into the custom funds?

112. How will your company support the Plans with fund fact sheets and performance summaries for all their investment options?

113. Will your company provide point in time investment advice to all Plan participants regardless of asset balance and assume fiduciary responsibility?

114. Will your company provide full discretionary investment advice to all Plan participants regardless of their plan asset balance? What is the fee for this service? Do your representatives receive compensation for participants selecting this service? Does your company assumes fiduciary responsibility for this advice?

115. What third party investment advice products does your company support? Does the inclusion of investment advice impact the firm's pricing and, if so, how?

116. Describe the level to which third party investment advice product is integrated into your company's recordkeeping and administration systems.

117. If your company or a related entity is retaining investment earnings or "float" on the short-term investment fund, please explain and quantify the earnings retained.

118. Please describe the general account, pooled stable value, or the customized stable value investment.

119. How long has your company managed the account referenced in the prior question?

120. What is the proposed interest rate? Is this rate guaranteed? If yes, for what period? Is the rate composed of a base rate and a bonus rate? If yes, please identify each as a component of the rate.

121. Please provide a quarterly chart of interest rates for the past five years, and if new money/old money applies, show both.

122. If you are proposing a fixed account, please provide current book value, market value, and historical market value to book value ratio (3-years).

123. List any restriction regarding transferability of funds into and out of the stable value fund, and please indicate if they apply to an individual's account or the total account.

124. At any time, does a market value adjustment (MVA), surrender charge, contingent deferred sales charge (CDSC), or other fee or penalty apply to either an individual participant's account or the total Plan account? If yes, is the charge a one way or two-way calculation? Please provide the formula.

125. Please indicate any restrictions on withdrawals/distributions that would apply to an individual during the accumulation phase or at / after separation from service.

126. Please describe the composition of the Stable Value / Fixed Interest Account, including:

- Average effective maturity
- Average effective duration
- Average credit quality of the fixed income investments
- Breakdown of credit quality by percentage

127. Please break out the composition of the Stable Value/ Fixed Interest Account into the following:

- Cash
- Government
- Public Corporate
- Mortgage-Backed Securities
- Private Placement
- Real Estate
- Asset-Backed Securities

- GICs
- Others

128. Does a guaranteed minimum rate apply? if yes, what is it?

129. What benchmark should be used to evaluate the performance of the proposed stable value account?

E. Implementation/Conversion

130. Over the last three years, how many clients has your company transitioned from the incumbent vendors? Over the last three years, how many clients has your company transitioned from an old/discontinued platform to a new/enhanced platform?

131. Will you provide LYNX a dedicated conversion team? If yes, briefly describe the roles of the members of this team.

132. Provide an outline for the conversion and detail what guarantees (e.g., commitment to financial penalties for missed goals) your company is willing to make. Include a timeline that describes necessary actions, responsible parties, and target completion dates. Please note that Contract terms must be negotiated and in final draft form **before** other conversion actions may occur. Please ensure that is the first action in the timeline.

133. Discuss your firm's approach to communications (web site, mailing, onsite sessions, etc.) as part of the implementation process to announce the transition, and educate participants (both active and terminated employees) on new processes, new investment options, etc.

134. How will your company handle Plan accounts already in distribution?

135. Please provide sample record/data layouts and preferred method of transmission of conversion data.

136. Specify the blackout period(s) your company proposes for withdrawals and investment transfers. Also, describe any other activity that would require a blackout period.

137. Discuss your company's ability to minimize the blackout period including weekend conversion, share re-registration and other methods to minimize/eliminate the impact of being “out of the market.”

* * * * *

EXHIBIT D
CONTRACT TERMS and CONDITIONS

1. **Contract Documents**

The Contract awarded to the Selected Proposer shall consist of all of the following written documents: the base contract attached to this RFP as **Exhibit K** ("Base Contract"), supplemental service agreements negotiated with the selected Proposer, this RFP, and the Proposal. The order of precedence in interpreting the various contract documents is as set forth in the Base Contract.

2. **Period of Performance/Contract Term**

The duration of the Contract may be for a three-year term with renewal option(s) for three one-year periods. Proposers may suggest alternate duration possibilities in their Proposals so long as the total duration does not exceed six (6) years.

3. **Contract Modifications**

No change in the Contract shall be made unless LYNX gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer. Any changes requested by the Contractor must be submitted to the Contract Administrator designated under the Contract.

4. **Project Manager**

The Project Manager (PM) assigned to the Contact is responsible to ensure the goods or services provided under the Contract are in compliance with the terms of the Contract. The Project Manager has no authority to make any changes to the Contract.

5. **Procurement Representative**

The Procurement Representative in **Block 4** of the Cover Page assigned to this RFP is responsible to ensure the Contractor is in compliance with the Contract. Any requests for Contract changes must be sent directly to the Procurement Representative.

6. **Proposer Registration Pursuant to Florida Statutes**

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department. (http://m.flsenate.gov/Statutes/605.0902)

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (http://www.flsenate.gov/Laws/Statutes/2019/607.1501)

Therefore, an award may not be issued without proof that your firm is registered with the Florida Department of State, Division of Corporations. Please visit (https://dos.myflorida.com/sunbiz/) for information on how to become registered.

EXHIBIT F
PROPOSER'S OFFER and GUARANTEES

By execution below, the PROPOSER hereby offers to furnish the items as described herein. The PROPOSER also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

PROPOSER'S NAME AND ADDRESS		**PAYMENT REMITTANCE ADDRESS**	
Name:		**Name:**	
Address:		**Address:**	
P.O. Box or Suite No.		**P.O. Box or Suite No.**	
City		**City**	
State	**Zip**	**State**	**Zip**
Contact Person:			
Telephone No.	**Fax No.**	**E-Mail Address:**	
FEDERAL EMPLOYER I.D. NUMBER:		**SOCIAL SECURITY NUMBER:** (If Federal I.D. is not applicable)	
SYSTEM FOR AWARD MANAGEMENT DUNS and CAGE Codes		**FL DIVISION OF CORPORATIONS (SUNBIZ.ORG) Document Number**	
Payment Terms:		**Age of Firm:**	
Disadvantaged Business Enterprise: ( ) Yes ( ) No If yes, certified by which agency?			
Minority Busness Category: ( ) Female ( ) Black ( ) Hispanic ( ) Asian American ( ) Indian/Alaskan Native ( ) Other ( ) Not Applicable			
Annual Gross Receipts: ( ) less than $500,000 ( ) $500,000 to $1 million ( ) $1 million to $5 million ( ) greater than $5 million			
PROPOSER's License Type:			
PROPOSER's License Number:			
License Expiration Date:			
NAME OF PROPOSER (Type or Print)		**TITLE OF PROPOSER**	
Signature of PROPOSER's Authorized Official		**(Date Signed)**	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT

The prospective Proposer certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Central Florida Regional Transportation Authority. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____
Signature of Proposer's Authorized Official

_____
Name of Proposer's Authorized Official

_____
Title of Proposer's Authorized Official

_____
Date

** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM

EXHIBIT H
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each proposal or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Proposer,_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official: _____

Name and Title of Proposer's Authorized Official: _____

Date: _____

** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM

"EXHIBIT K" (BASE CONTRACT)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT #_____

For

RETIREMENT PLAN ADMINISTRATION AND RECORDKEEPING SERVICES (GOVERNMENTAL/NON-ERISA)

THIS CONTRACT (the "**Contract**") is made as of the _____ day of _____, 2020 (the "**Effective Date**") by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes ("**LYNX**"), having an address of 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

_____, a _____ (the "**Contractor**"), having an address of _____, and having a Federal Employer Identification Number of _____.

W I T N E S S E T H:

WHEREAS, LYNX was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business;

WHEREAS, LYNX is the plan sponsor of the following three retirement plans (the "**Plans**"): (i) the LYNX Money Purchase Plan, a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a), originally adopted on October 1, 1994; (ii) the LYNX Defined Contribution Plan for BU Employees, a governmental (non-ERISA) money purchase pension plan under Internal Revenue Code section 401(a), originally adopted on March 1, 2014; and (iii) the LYNX Deferred

Compensation Plan, a governmental (non-ERISA) eligible deferred compensation plan under Internal Revenue Code section 457(b), originally adopted on March 17, 1994;

WHEREAS, LYNX desires to obtain third-party administration, recordkeeping and participant education services for the three Plans (collectively, the "**Services**"), according to the requirements in Request for Proposal 20-R[___] originally dated [___], 2020 (together will all amendments thereto, the "**Solicitation**") and as further described herein;

WHEREAS, the Contractor has submitted a proposal originally dated [___], 2020 in connection with the Solicitation, which has been selected by LYNX (together with all amendments thereto, including any accepted best and final offer submittals, the "**Response**");

WHEREAS, the Contractor represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the Supplemental Service Agreements (as attached hereto as composite **Exhibit "1"** (the "**Supplemental Service Agreements**"), and as hereinafter stated; and

WHEREAS, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. RECITALS. The Recitals set forth above are incorporated herein by this reference.

2. DEFINITIONS. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3** (CONTRACT DOCUMENTS) hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX's Administrative Rules as the same may be amended and restated from time to time and which are available at www.golynx.com (the "**Administrative Rules**"). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. CONTRACT DOCUMENTS. For the purposes of this Contract, the following documents are collectively referred to herein as the "**Contract Documents**":

(a) This Contract;

(b) The Supplemental Service Agreements;

(c) The Solicitation; and

(d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. FURNISHING OF SERVICES. The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

5. NOT TO EXCEED AMOUNT. The Contractor shall not provide Services of an amount that would be greater than [___][1] (the "**Not To Exceed Amount**"), unless otherwise agreed to in writing by LYNX. The Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

6. TERM.

(a) **[Initial] Term**. Subject to the further provisions set forth in this Section (TERM) and the termination rights set forth below, the [initial] term of this Contract shall commence on the Effective Date and remain in effect for a period of [___] [years][months] following the conversion/implementation go-live date.

(b) **[Options**. LYNX shall have the option to extend this Contract for [___] renewal terms of [___] year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option. The exercise of any such options may be subject to supplemental terms of exercise set forth in the Supplemental Service Agreements.][2]

7. CONSIDERATION.

(a) **Payment**. LYNX agrees to pay the Contractor for the Services the amounts provided in the Supplemental Service Agreements.

[1] Note to Draft: Not To Exceed Amount may be a fixed dollar amount or a percentage formula.

[2] Note to Draft: To the extent that the final Contract does not include option terms, references to "initial" term and subsection (b) (dealing with options) to be deleted.

(b) **Maximum Contract Amount**. In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing**. If any Services are subject to an invoicing process as set forth in the Supplement Service Agreements, such invoices must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(d) **Time of Payment by LYNX**. If any Services are subject to an invoicing process as set forth in the Supplement Service Agreements, LYNX will pay undisputed invoices within ninety (90) days after receipt and approval by LYNX of the Contractor's invoice.

(e) **Additional Information**. LYNX may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by Contractor as Waiver Against LYNX**. The acceptance by the Contractor, its successors, or assigns, of any payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against LYNX or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subcontractors**. In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said subcontractor(s).

8. CONTRACTOR'S OBLIGATIONS.

(a) **Furnishing of Materials and Labor**. The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care**. The Contractor shall furnish, provide or fulfill its obligations under this Contract in accordance with the performance standards set forth in the Supplemental Services Agreement and additionally, in a professional manner to the satisfaction of the duly authorized representatives of LYNX, who shall have, at all times, full opportunity to monitor the services performed under this Contract.

(c) **Compliance with Applicable Requirements**. The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT). [NOTE: this Contract is not federally funded].

(d) **Payment of Taxes and Fees**. The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the Contractor authorized to use LYNX's tax exemption number in securing such materials.

(e) **FICA**. The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Indemnification**. The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs,

expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's negligent performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(g) **Insurance**. During the term of this Contract [(as well as during all option terms)][3], the Contractor shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the Contractor with coverages and limits of liability not less than those specified below. All insurance coverage provided by the contractor shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Services provided for in this Contract. If any part of the Services is subcontracted, the Contractor shall require any and all subcontractors performing Services under the Contract to carry insurance of the type and limits of liability as set forth below. In the event a subcontractor is unable to furnish adequate limits as provided below, the Contractor shall endorse the subcontractor as an Additional Insured on its policies. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractor's insurance coverage.

(i) *Worker's Compensation Insurance*: Providing statutory benefits as provided under the Workers' Compensation Act of the State of Florida and/or any other state or Federal law or laws applicable to the Contractor's employees performing Services under the Contract.

(ii) *Commercial General Liability*: Bodily Injury and Property Damage $1,000,000 each occurrence/$2,000,000 general aggregate; $1,000,000 products/completed operations aggregate. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the Contractor's obligations herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

(iii) *Comprehensive Automobile Liability*: Insurance covering all owned or hired and non-owned vehicles used in the performance of the Services under the Contract with limits of liability not less than $1,000,000 each person and $1,000,000 each accident for bodily injury and $1,000,000 each occurrence for property damage or a

[3] Note to Draft: parenthetical to be deleted if the Contract does not contain option terms.

combined single limit for bodily injury and property damage liability of not less than $500,000.

(iv) *Errors and Omissions (E&O), Technology/Cyber E&O), Technology Products E&O*: With minimum limits of $[___] and $[___] in the annual aggregate, inclusive of defense costs.

(v) *Network Security/Privacy Liability*: Insurance coverage to include computer or network system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access or use of computer systems, privacy liability and breach of response.

(vi) *Professional Liability Insurance*: Coverage shall apply to damages resulting from any claim arising out of or related to the performance of the professional services or any error or omission of the Contractor arising out of the Services governed by the Contract. Minimum limits shall be $[___] per claim and $[___] per occurrence. If the coverage is provided on a claims made basis, the Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least six (6) years following the expiration or termination of this Contract.

Before commencing any work under the Contract, the Contractor shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as require above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall be endorsed to name LYNX, its officers, directors, employees and assigns as an Additional Insured for Services performed by or on behalf of the Contractor in performance of the Contract. All policies of insurance that are related in any way to the Services required by the Contract shall be endorsed to LYNX, waiving the insurance company's right of recovery against LYNX, whether by way of subrogation or otherwise. Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance should be provided by insurance companies licensed to do business in Florida with an A.M Best Rating of A-IX or better. To the extent that the Supplemental Service Agreements require additional types of insurance, greater coverage amounts or additional requirements pertaining to

insurance, the requirements contained in the Supplemental Service Agreements shall supplement the requirements contained herein.

(h) **Environmental Principles**. To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at https://www.golynx.com/corporate-info/administrative-rules-policies.stml.

(i) **Public Funding/Additional Terms or Conditions**. To the extent applicable and in the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided**, **however**, if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor. [NOTE: this Contract is not federally funded].

(j) **E-Verify**.

(i) The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the Effective Date of this Contract and thereafter during the remaining term of the Contract, including subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this contract and thereafter during the remaining term of the contract." The Contractor covenants and agrees that if it is found in violation of this Section (E-Verify) or Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, such violation shall be a material breach of this

Contract and, in addition to other remedies available to LYNX for such breach, Contractor shall indemnify, defend and hold harmless LYNX from any fines or penalties levied by a government agency against LYNX, including the loss or repayment of grant funds by LYNX.

(ii) The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

(k) **Audits and Inspections**. In addition to any other audit or inspection rights contained in the Contract Documents, the Contractor agrees to maintain books, records, documents, and other evidence directly pertinent to performance of the Services under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any change order or claim, and a copy of the cost summary submitted to LYNX. LYNX shall have access during normal business hours to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The rights granted LYNX under this provision shall remain in full force and effect for the longer of: (i) three (3) years after termination of the Contract for whatever reason, or (ii) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated.

9. DATA SECURITY.

(a) **Privacy and Data Security**.

(i) Contractor acknowledges and agrees that the LYNX is engaged in businesses that are subject to laws and/or industry standards regarding the protection of (i) data related to its operations; and (ii) personally identifiable information and related data (collectively, "**Privacy Information**").

(ii) When receiving or having access to Privacy Information, Contractor agrees to (i) collect, receive, transmit, store, dispose, use and disclose such Privacy Information in accordance with all privacy and data protection laws, as well as all other applicable regulations, (ii) keep and maintain such Privacy Information in strict confidence, using such degree of care as Contractor manages its own privacy information and is appropriate to avoid unauthorized access, use or disclosure and (iii) use and disclose such Privacy Information solely and exclusively for the purposes for which the Privacy Information, or access to it, is provided pursuant to the terms and conditions of the Contractor's Privacy Policy, which each end-user supplying Privacy Information must accept prior to providing such Privacy Information, provided that Contractor's treatment, use, storage, and protection of all Privacy Information shall conform to all requirements of this Section (DATA SECURITY). Contractor shall be responsible for, and remain liable to, LYNX for the actions and omissions of all employees, agents, contractors or other representatives who are engaged by Contractor concerning the treatment of Privacy Information as if they were Contractor's own actions and omission.

(iii) Contractor shall notify LYNX of any act or omission that compromises either the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract, or (ii) receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Contract relating to such privacy practices no later than twenty-four (24) hours after Contractor becomes aware of it. Contractor shall cooperate with LYNX as reasonably requested to investigate such security breach, and Contractor shall use best efforts to remedy any security breach as soon as commercially possible and prevent any further security breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards.

(iv) In the event of any unauthorized access to and acquisition of Privacy Information by a third party

while in the possession of Contractor or in transit to/from Contractor, which materially compromised the security, confidentiality or integrity of such Privacy Information ("**Data Security Breach**"), Contractor shall promptly investigate the cause of such Data Security Breach and shall at its sole expense take all reasonable steps to: (i) mitigate any harm caused to affected individuals; (ii) prevent any future reoccurrence; and (iii) comply at its sole expense with applicable data breach notification laws including the provision of credit monitoring and other fraud prevention measures. Contractor shall further reimburse LYNX for the costs associated with providing two (2) years of credit monitoring and identity theft protection to any data subjects affected by a Data Security Breach.

(v) Contractor agrees that no LYNX data at any time will be processed on or transferred to any portable or laptop computing device or any storage medium, unless that device or storage medium is in use as part of the Receiving Party's designated backup and recovery process and encrypted as stated below.

(vi) Contractor agrees that any and all electronic transmission or exchange of system and application data with LYNX and/or any other parties expressly designated by LYNX shall take place via secure means (using HTTPS or SFTP or equivalent).

(vii) Contractor agrees to store all LYNX back up data as part of its designated backup and recovery process in encrypted form, using commercially supported encryption solution. Receiving Party further agrees that any and all LYNX data defined as personally identifiable information under current legislation or regulations stored on any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

(b) **No Data Re-Use**.

(i) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor.

(ii) Contractor further agrees that no LYNX data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of LYNX.

(c) **End of Agreement Data Handling**. Contractor agrees that upon termination of this Contract or termination of the pertinent records retention period, whichever is later, it shall return in a usable format, if requested, erase, destroy, and render unreadable all LYNX data according to LYNX standards and certify in writing that these actions have been completed at a mutually predetermined date.

(d) **Data Breach**. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("**Notification Event**"), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend LYNX and its Board of Directors, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

10. NO DISCRIMINATION. Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate. [NOTE: this Contract is not a DOT-assisted contract]

11. PUBLIC RECORDS. To the extent that the Contractor is a "contractor" for purposes of Section 119.0701, Florida Statutes, the Contactor will comply with Florida's public records laws, and will, specifically:

(a) Keep and maintain public records required by LYNX to perform the Services.

(b) Upon request from LYNX's custodian of public records, provide LYNX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed

except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to LYNX.

(d) Upon completion of the Contract, transfer, at no cost, to LYNX all public records in possession of the Contractor or keep and maintain public records required by LYNX to perform the Services. If the Contractor transfers all public records to LYNX upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LYNX, upon request from LYNX's custodian of public records, in a format that is compatible with the information technology systems of LYNX.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE LYNX CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLICRECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.

12. LYNX PROPRIETARY INFORMATION. The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof. The Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the Contractor file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, Contractor may disclose the trade secret to the Contractor's attorney and use the trade secret information

in the court proceeding, if the Contractor: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

13. [TERMINATION.

(a) **Termination due to Default by Contractor.**

(b) **Termination by LYNX for Convenience.**

(c) **Termination due to Default by LYNX.]**[4]

14. [DISPUTE RESOLUTION.][5]

15. NOTICES. All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is:_____; _____; Telephone: _____; Facsimile: _____.

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is: _____; _____; Telephone: _____; Facsimile: _____.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates _____ (the "**Project Manager**") with respect to the Contractor's performance of this Contract, and who will also serve as the primary point of contact for

[4] Note to Draft: It is expected that the Supplemental Service Agreements will contain termination provisions addressing the termination bases set forth herein and that this Section will be revised to state that the Contract will be subject to termination as set forth in the Supplemental Service Agreements. However, if the Supplemental Service Agreements are silent as to termination or do not address all of the termination bases set forth herein, a termination provision addressing the termination bases set forth herein will need to be inserted as Section 13.

[5] Note to Draft: It is expected that the Supplemental Service Agreements will contain a dispute resolution provision and that this Section will be revised to state that disputes will be resolved in accordance with the Supplemental Service Agreements. It is LYNX's preference that disputes be resolved in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. If the Supplemental Service Agreement are silent as to dispute resolution, then an appropriate dispute resolution provision will need to be inserted as Section 14.

operational issues. LYNX may change such designation upon written notice to the Contractor.

(e) As of the date hereof, LYNX designates _____ (the "**Contracts Administrator**") as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

16. MISCELLANEOUS.

(a) **Governing Law**. The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **No Waiver of Sovereign Immunity**. The Contractor is aware and understands that LYNX is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Under the principles of sovereign immunity, LYNX is not permitted to agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity such that its liability for torts is extended beyond the limits established in Section 768.28, Florida Statutes. Nothing contained in this Contract or in any Contract Document shall be interpreted to constitute a waiver by LYNX of its sovereign immunity and, for the avoidance of doubt, no provision of the Contract Documents shall be interpreted to require that LYNX indemnify the Contractor.

(c) **Attorneys' Fees**. Subject to the terms of **Subsection (b)** (No Waiver of Sovereign Immunity) above, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable

attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(d) **Waiver Of Jury Trial**. **EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

(e) **Assignment by Contractor**. LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Contractor, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the consent of LYNX. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(f) **Captions and Headings**. The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(g) **Number And Gender**. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(h) **Multiple Counterparts**. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(i) **Survival**. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(j) **No Third-Party Beneficiary**. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

17. AMENDMENT OF CONTRACT. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

18. ENTIRE CONTRACT. This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

19. LYNX APPROVAL. This Contract shall be effective upon its approval by the LYNX Governing Board.

[SIGNATURE PAGE FOLLOWS]

"EXHIBIT K" (BASE CONTRACT)

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

"CONTRACTOR"

_____

By:_____
Name:_____
Title:_____

Date:_____

"LYNX"

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By:_____
Name:_____
Title:_____

Date:_____

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

AKERMAN LLP

By:_____
Name:_____
Title:_____

Date:_____

“EXHIBIT K” (BASE CONTRACT)

Exhibit “1”

SUPPLEMENTAL SERVICE AGREEMENTS

Exhibit Reference	Title of Supplemental Service Agreement
1-A	[___]
1-B	[___]
1-C	[___]
1-D	[___]

[add as many rows as necessary]

EXHIBIT M
REFERENCES AND LICENSING

(Indicate Proposer Company Name Above)

Please print legibly. Before adding information below be certain the information given is current and correct.

Name of Plan/Plan Sponsor	Contact/Reference Name	Phone	E-Mail

Reference List shall include the names of at least three (3) governmental plans, or governmental plan sponsors having plans, of a similar size to the three plans that are the subject of this RFP. Ideally (although not required) the plans or plan sponsors identified as references will be located in Florida.

PROPOSER CERTIFICATION AND/OR LICENSE

Certifying or Licensing Agency	Description of License or Certification	License or Cert. Number or ID

If a License or Licenses are required to perform the scope of work (including business licenses), or are otherwise requested in the solicitation documents, provide above (Attach additional sheets as necessary). For licenses at an individual person level, the licenses may be limited to those of the individuals who are anticipated to be the Proposer's primary team members for the services to be provided to LYNX.

"THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH YOUR PROPOSAL - PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT"

EXHIBIT N
NON-COLLUSION AFFADAVIT

Contract Description:

By submission of this Proposal, the Offeror _____, certifies
Name of Offeror
that (s)he is _____ of _____ and,
Title Name of Firm
under penalty of perjury, affirms:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and shall not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and

3. No attempt has been made or shall be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a Proposal for the purpose of restricting competition.

4. The Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.

5. Each person signing the Proposal certifies that:

   a. He/She is the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal and that he/she has not participated and shall not participate in any action contrary to (1-4] above; or
   b. He/She is not the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and shall not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and shall not participate in any action contrary to (1- 4) above.

** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM

EXHIBIT O
No-Bid Form

If for any reason, your business is not submitting a Proposal on this solicitation, please check one or more reasons below and return to the LYNX staff contact listed on the Proposal Cover Page to help LYNX develop future proposal packages which shall elicit your response to our solicitation.

We hereby submit a "No Bid" because:
( ) 1. We are not interested in selling through the proposal process.
( ) 2. We are unable to prepare the proposal form in time to meet the due date.
( ) 3. We do not wish to proposal under the terms and conditions of the Request for Proposal document. OBJECTIONS:

( ) 4. We do not feel we can be competitive.
( ) 5. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
( ) 6. We do not wish to sell to a State agency.
OBJECTIONS:

( ) 7. We do not sell the items on which proposals are requested.
( ) 8. Other:

FUTURE SOLICITATIONS

( ) We wish to remain on the list of Bidders

( ) Be deleted from Bidder's List

Firm_____

Signed_____

"THIS EXHIBIT SHALL BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A PROPOSAL. PLEASE PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT"

EXHIBIT P
FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Proposer during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to LYNX upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: _____ NAME: _____

TITLE: _____ PHONE NO.: _____

SIGNATURE: _____ DATE: _____

E-MAIL: _____

CORPORATE ADDRESS: _____

_____

** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM

EXHIBIT Q
VALIDITY OF PROPOSAL

Offers shall remain firm for a period of one hundred twenty (120) calendar days from the date specified in Block 10 of cover page or as amended.

By signing and submitting its Proposal, the Proposer certifies as follows:

The certification in this exhibit is a material representation of fact relied upon by the Central Florida Regional Transportation Authority dba LYNX. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority dba LYNX, the Proposal may be deemed non-responsive.

_____
Signature of Proposer's Authorized Official

_____
Name of Proposer's Authorized Official

_____
Title of Proposer’s Authorized Official

_____
Date

** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM

APPENDIX B

TO

EXHIBIT B

SCOPE OF SERVICES

Current Plan Documents attached:

LYNX Money Purchase Plan (Volume Submitter)

Amended and Restated Plan and Trust Document, effective January 1, 2019

LYNX Defined Contribution Plan for BU Employees (individually designed)

Restated Plan Document, effective January 1, 2016

Amendment #1, effective April 26, 2020

Trust Agreement, effective March 1, 2014

LYNX Deferred Compensation Plan (457(b)) (individually designed)

Plan Document, effective December 1, 2011

Amendment, effective December 1, 2011

Clarifying Amendment, effective June 26, 2013

Massachusetts Mutual Life Insurance Company
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN
ADOPTION AGREEMENT

By executing this Governmental Volume Submitter Money Purchase Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a Money Purchase Plan for its Employees. The Money Purchase Plan adopted by the Employer consists of the Governmental Defined Contribution Volume Submitter Plan and Trust Basic Plan Document #05 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

SECTION 1
EMPLOYER INFORMATION

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the IRS Favorable Letter.

1-1 **EMPLOYER INFORMATION:**

Name: Central Florida Regional Transportation Authority d/b/a LYNX

Address:

2500 Lynx Lane
Orlando, FL 32804

Telephone: (407) 254-6219 Fax: _____

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN):** 59-2982959

1-3 **FORM OF BUSINESS:**

- ☐ State or political subdivision of a State
- ☑ State agency or instrumentality
- ☐ Indian Tribal Government
- ☐ Describe other Employer qualified to adopt a Governmental Plan: _____

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends 9/30

1-5 **RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.78 of the Plan)?

- ☐ Yes
- ☑ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

_____

[***Note:*** *This AA §1-5 is for informational purposes. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.*]

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** LYNX Money Purchase Plan

2-2 **PLAN NUMBER:** 001

2-3 **TYPE OF PLAN:** This Plan is a Money Purchase Defined Contribution Plan.

☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 4.03 of the Plan).

2-4 **PLAN YEAR:**

☑ (a) Calendar year.

☐ (b) The 12-consecutive month period ending on _____ each year.

☐ (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 **FROZEN PLAN**: Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

☐ This Plan is a frozen Plan effective _____. (See Section 3.02(a)(1)(iv) of the Plan.)

[***Note:*** *As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 **PLAN ADMINISTRATOR:**

☑ (a) The Employer identified in AA §1-1.

☐ (b) Name: _____

Address: _____

Telephone: _____

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

☐ (a) No exclusions

☐ (b) Collectively Bargained Employees

☐ (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income

☑ (d) Leased Employees

☐ (e) Employees paid on an hourly basis

☐ (f) Employees paid on a salaried basis

☐ (g) Employees in an elected or appointed position

☐ (h) Part-Time Employees (as defined in Section 1.68 of the Plan)

☑ (i) Seasonal Employees (as defined in Section 1.84 of the Plan

☑ (j) Temporary Employees (as defined in Section 1.88 of the Plan)

☑ (k) Other: Any Collectively Bargained Employee who is covered by a collective bargaining agreement that does not provide for coverage under the Plan, contract Employees, casual Employees and interns. For purpose of Matching Contributions only, common law employees of the Employer as determined in accordance with its payroll records, hired (or last hired) as Eligible Employees prior to October 1, 2013.

[***Note:*** *The elections under this AA §3-1apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (k).*]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

☑ (1) There is no minimum service requirement for participation in the Plan.

☐ (2) ____ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).

☐ (3) The completion of at least ____ Hours of Service during the first __ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).

☐ (4) The completion of ___ Hours of Service during an Eligibility Computation Period. [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]

☐ (5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

☐ (A) There is no minimum service requirement for participation in the Plan.

☐ (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (C) Under the Elapsed Time method as defined in AA §4-3(c) below.

☐ (D) Describe: _____

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

☐ (A) ____ hours per week.

☐ (B) ____ hours per month.

☐ (C) ____ hours per year.

☐ (6) Under the Elapsed Time method as defined in AA §4-3(c) below.

☐ (7) Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age to participate under the Plan.

☑ (1) There is no minimum age for Plan eligibility.

☐ (2) Age 21.

☐ (3) Age 20½.

☐ (4) Age ___.

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[***Note:*** *The elections under this AA §4-1 apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (c). Subsection (c) may be used to apply the eligibility*

conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special eligibility rules must be definitely determinable.]

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.

☑ (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).

☐ (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

☐ (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

☐ (d) **Monthly.** The first day of each calendar month.

☐ (e) **Payroll period.** The first day of the payroll period.

☐ (f) **The first day of the Plan Year.**

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

☐ (g) **next following** satisfaction of the minimum age and service requirements.

☐ (h) **coinciding with or next following** satisfaction of the minimum age and service requirements.

☐ (i) **nearest** the satisfaction of the minimum age and service requirements.

☐ (j) **preceding** the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for different groups of Employees, such different Entry Date provisions may be described below.

☑ (k) **Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: An Employee's Entry Date is the Entry Date coinciding with or next following satisfaction of the minimum age and service requirements.

[***Note:*** *The elections under this AA §4-2 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (k). Any special rules under subsection (k) must be definitely determinable.*]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan.) If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed, the default eligibility rules apply.**

☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.

☐ (b) **Eligibility Computation Period (ECP).** The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)

☐ (c) **Elapsed Time method.** Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ___ period of service to participate in the Plan. (See Section 2.03(a)(6) of the Plan.)

[***Note:*** *Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.*]

☐ (d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

Hours of Service for eligibility will be determined under the following Equivalency Method.

☐ (3) **Monthly.** 190 Hours of Service for each month worked.

☐ (4) **Weekly.** 45 Hours of Service for each week worked.

☐ (5) **Daily.** 10 Hours of Service for each day worked.

☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

☐ (e) **Special eligibility provisions:** _____

[***Note:*** *The elections under this AA §4-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (e). Any special rules under subsection (e) must be definitely determinable.*]

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

☐ An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):

☐ (a) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable).

☐ (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (c) _____ [*insert date*]

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.

☐ (d) This AA §4-4 only applies to the minimum service condition.

☐ (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: __

☐ (g) Describe special rules: _____

[***Note:*** *An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g). Any special rules under subsection (g) must be definitely determinable.*]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

☑ (a) The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
☑ (1) First Predecessor Employer (as defined in subsection (b) below). _____	☐	☑	☐
☑ (2) Second Predecessor Employer (as defined in subsection (b) below). __	☐	☑	☐

☑ (b) **Describe** any special provisions applicable to Predecessor Employer service: For purposes of this AA §4-5, the term "Predecessor Employer" means only a public organization within the State of Florida or any public transportation agency. Years of Service with such a Predecessor Employer will be counted for purposes of vesting under this Plan, but only if the following conditions are satisfied: If the Participant's previous employment that "occurred immediately prior" to the Participant's employment with the Employer (LYNX) was with a Predecessor Employer (i.e., a public organization within the State of Florida or any public transportation agency), then all continuous Years of Service with the Predecessor Employer shall be counted for purposes of vesting under this Plan. The Predecessor Employer described in the preceding sentence is referred to as a First Predecessor Employer. With respect to a First Predecessor Employer scenario, the term "occurred immediately prior" means that both of the following criteria are satisfied: (i) a period of thirty-one (31) calendar days or less had elapsed between the Participant's last day of employment at the First Predecessor Employer and the Participant's first day of employment at the Employer (LYNX); and (ii) the Participant had no other employment (including self-employment) during that 31-calendar-days-or-less period. In addition, if the Participant's previous employment that "occurred immediately prior" to the Participant's employment with the First Predecessor Employer was also with an employer meeting the definition of a Predecessor Employer (i.e., a different public organization within the State of Florida or a different public transportation agency), then all continuous Years of Service with that employer (referred to as a Second Predecessor Employer) will also be counted for purposes of vesting under this Plan so long as the Participant's employment with the Second Predecessor Employer, the First Predecessor Employer, and the Employer (LYNX) "all occurred consecutively and without interruption." With respect to a Second Predecessor Employer scenario, the terms "occurred immediately prior" and "all occurred consecutively and without interruption" mean that all of the following criteria are satisfied: (x) a period of thirty-one (31) calendar days or less had elapsed between the Participant's last day of employment at the Second Predecessor Employer and the Participant's first day of employment at the First Predecessor Employer; and (y) a period of thirty-one (31) calendar days or less had elapsed between the Participant's last day of employment at the First Predecessor Employer and the Participant's first day of employment at the Employer (LYNX); and (z) the Participant had no other employment (including self-employment) during either 31-calendar-days-or-less period described in clauses (x) and (y).

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

☐ (b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [*Enter "0" if prior service will be disregarded for all rehired Employees.*]

☐ (c) Describe: _____

SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.89 of the Plan for a specific definition of the various types of Total Compensation.

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[*For purposes of determining Total Compensation, each definition includes Elective Deferrals, as defined in Section 1.35 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.89(b) of the Plan.

☑ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation.

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☑ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the

Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[***Note:*** *Plan Compensation (as defined in Section 1.72 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l).*]

☐ (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.89(c) of the Plan.

5-3 **PLAN COMPENSATION**: Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

☐ (a) No exclusions.

☐ (b) Elective Deferrals (as defined in Section 1.35 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.

☑ (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.

☐ (d) Compensation above $___ is excluded.

☐ (e) Amounts received as a bonus are excluded.

☐ (f) Amounts received as commissions are excluded.

☐ (g) Overtime payments are excluded.

☐ (h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)

☐ (i) "Deemed §125 compensation" as defined in Section 1.89(d) of the Plan.

☐ (j) Amounts received after termination of employment are excluded. (See Section 1.89(b) of the Plan.)

☐ (k) Differential Pay (as defined in Section 1.89(e) of the Plan).

☐ (l) Describe adjustments to Plan Compensation: _____

[*Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under this AA §5-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (l).*]

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

(a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s). [*If a period other than the Plan Year applies, any reference to the Plan Year as it refers to Plan Compensation will be deemed to be a reference to the period designated under this AA §5-4.*]

☑ (1) The Plan Year.

☐ (2) The calendar year ending in the Plan Year.

☐ (3) The Employer's fiscal tax year ending in the Plan Year.

☐ (4) The 12-month period ending on _____ which ends during the Plan Year.

(b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan will be taken into account.

To count compensation for the entire Plan Year, including compensation earned while an individual is not a Participant, check below. (See Section 1.72(b) of the Plan.)

☑ All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

(c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(ii) of the Plan) will not apply unless designated otherwise under this subsection (c).

☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

SECTION 6
EMPLOYER AND EMPLOYEE CONTRIBUTIONS

6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer will contribute to the Plan each Plan Year the amount determined under the Employer Contribution formula designated in AA §6-2 below. If so elected under AA §6-6, the Employer also may authorize Employees to make After-Tax Employee Contributions and/or Employer Pick-Up Contributions under the Plan.

6-2 **EMPLOYER CONTRIBUTION FORMULA:** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below.

☑ (a) **Fixed contribution.**

☑ (1) **Fixed percentage.** 6____ % of each Participant's Plan Compensation.

☐ (2) **Fixed dollar.** $ ____ for each Participant.

☐ (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. [*If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.*]

☐ (b) **Permitted disparity contribution.**

☐ (1) **Individual method.** The Employer will contribute:

☐ (i) ____% of each Participant's Plan Compensation plus

☐ (ii) ____% of each Participant's Excess Compensation.

[***Note:*** *The percentage of Excess Compensation may not exceed the Maximum Disparity Rate. See Section 3.02(b)(2)(i)(C) of the Plan.*]

☐ (2) **Group method.** The Employer will contribute ____% (not more than 25%) of total Plan Compensation of all Participants who satisfy the allocation conditions under AA §6-5 below. The Employer Contribution will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan).

☐ (3) **Modification of permitted disparity rules.**

☐ (i) **Integration Level.** For purposes of determining the permitted disparity contribution under (1) or (2) above, instead of the Taxable Wage Base (as defined in Section 1.87 of the Plan), the Integration Level is:

☐ (A) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

☐ (I) N/A ☐ (II) $1

☐ (III) $100 ☐ (IV) $1,000

☐ (B) $____ (not to exceed the Taxable Wage Base)

☐ (C) 20% of the Taxable Wage Base

[***Note:*** *See Section 3.02(b)(2)(i)(C) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

☐ (ii) **Describe** special rules for applying permitted disparity allocation formula: _____

[***Note:*** *Any special rules under subsection (ii) must be definitely determinable.*]

☐ (c) **Contribution for designated Employee groups.** The Employer will make an Employer Contribution to the Participants in the following designated groups. The amount to be contributed with respect to a designated Employee group will be determined under subsection (2) below.

(1) **Designated Employee groups.** A separate Employer Contribution will be made to the following Employee groups:

☐ **Group 1:** _____

[***Note**: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(i).*]

(2) **Employer Contribution percentages.**

☐ The contribution for each Participant in **Group 1** will be:

☐ (A) ___% of Plan Compensation

☐ (B) $___.

☐ (C) Maximum amount permitted under Code §415.

☐ (3) **Special rules.**

☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (1) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(b)(3) of the Plan.)

☐ **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

☐ (ii) **Describe:** _____

[***Note:** Any special rules under subsection (ii) must be definitely determinable.*]

☐ (d) **Age-based contribution.** The Employer will contribute ___% of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

☐ (3) **Describe special rules applicable to age-based allocation:** _____

[***Note:** See Exhibit A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

☐ (e) **Service-based contribution.** The Employer will make the following contribution based on units of service designated under (3) – (5) below.

☐ (1) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.

☐ (2) **Fixed dollar.** $___ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

☐ (3) Each Hour of Service

☐ (4) Each week of employment

☐ (5) Describe period: _____

The service-based contribution is subject to the following rules.

☐ (6) Describe any special provisions that apply to service-based contribution: _____

☑ (f) **Describe special rules for determining contributions under Plan:** The fixed Employer Contribution in subsection (a)(1) above shall only apply to Participants who were hired or re-hired as Eligible Employees by the Employer on or after October 1, 2013. For Participants who were hired or last hired as Eligible Employees by the Employer prior to October 1, 2013, the fixed Employer Contribution is 12% of each Participant's Plan Compensation. Also, refer to Addendum I for Matching Contributions.

[***Note:*** *Any special rules under subsection (f) must be definitely determinable.*]

6-3 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-3.

☐ (a) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ____% of Plan Compensation

☐ (2) $____

☐ (3) Describe: _____

☐ (b) **Offset of Employer Contribution.**

☐ (1) A Participant's contribution of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*]. (See Section 3.02(b) of the Plan.)

☐ (2) In applying the offset under this subsection (b), the following rules apply: _____

☐ (c) **Special rules:** _____

[***Note:*** *Any special rules under subsection (c) must be definitely determinable.*]

6-4 **PERIOD FOR DETERMINING EMPLOYER/EMPLOYEE CONTRIBUTION.** Unless designated otherwise in this AA §6-4, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

Alternatively, instead of the Plan Year, the Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [*The Plan Year must be used if the permitted disparity contribution formula is selected under AA §6-2(b) above.*]

☐ (a) Plan Year quarter

☐ (b) calendar month

☑ (c) payroll period

☐ (d) Other: _____

[***Note:*** *Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this AA §6-4, this does not require the Employer to actually make contributions on the basis of such period. Employer Contributions may be contributed to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6-4.*]

6-5 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. [***Note****: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-6.*]

☑ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ___ Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (2) ___ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment due to becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition under subsection (a) above.

☐ (ii) a minimum service condition under subsection (b) above.

☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

[***Note:*** *Any special rules under subsection (e) must be definitely determinable.*]

6-6 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

☐ (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).

☐ (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:

☐ (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:

☐ (A) _____% of Plan Compensation

☐ (B) $_____

for the following period:

☐ (C) the entire Plan Year.

☐ (D) the portion of the Plan Year during which the Employee is eligible to participate.

☐ (E) each separate payroll period during which the Employee is eligible to participate.

☐ (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (A) _____% of Plan Compensation

☐ (B) $_____

☐ (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume Voluntary After-Tax Employee Contributions will be effective as of the dates designated under the Voluntary After-Tax Employee Contribution election form or other written procedures adopted by the Plan Administrator. Alternatively, the Employer may designate under this subsection (2) specific dates as of which a Participant may change or resume Voluntary After-Tax Employee Contributions. (See Section 3.04 of the Plan.)

☐ (i) The first day of each calendar quarter.

☐ (ii) The first day of each Plan Year.

☐ (iii) The first day of each calendar month.

☐ (iv) The beginning of each payroll period.

☐ (v) Other: _____

[***Note:*** *A Participant must be permitted to change or revoke a Voluntary After-Tax Employee Contribution election at least once per year. Unless designated otherwise under subsection (v), a Participant may revoke an election to make Voluntary After-Tax Employee Contributions (on a prospective basis) at any time. This subsection (2) also applies to any Employer Pick-Up Contributions selected under subsection (c) below, unless designated otherwise under subsection (c)(2).*]

☐ (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** _____

[***Note:*** *Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.*]

☐ (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.

☐ (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:

☐ (i) _____% of each Employee's Total Compensation.

☐ (ii) $_____ for each Participant.

☐ (iii) Describe rate or amount: _____

☐ (2) **Special rules** applicable to Mandatory After-Tax Employee Contributions: _____

☐ (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)

☐ (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:

☐ (i) _____% of Plan Compensation.

☐ (ii) $_____ per pay period.

☐ (iii) Any amount from _____% to _____% of Plan Compensation, as designated by the Participant.

☐ (2) Special rules applicable to Employer Pick-Up Contributions: _____

[***Note:*** *Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.*]

SECTION 7
RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

☐ (a) Age ___ (not to exceed 65).

☑ (b) The later of age 62___ (not to exceed 65) or the 5th (not to exceed 5th) anniversary of:

☑ (1) the Employee's participation commencement date (as defined in Section 1.64 of the Plan).

☐ (2) the Employee's employment commencement date.

☐ (c) _____

[***Note:*** *Effective for Plan Years beginning on or after January 1, 2015 (or such later date as permitted under Notice 2012-29), the election of a Normal Retirement Age less than age 62 must comply with the requirements of Treas. Reg. §1.401(a)-1(b)(2).*]

7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

☐ (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:

☐ (1) Attainment of age ___

☐ (2) The ___ anniversary of the date the Employee commenced participation in the Plan, and/or

☐ (3) The completion of ___ Years of Service, determined as follows:

☐ (i) Same as for eligibility.

☐ (ii) Same as for vesting.

☐ (b) **Describe.** _____

SECTION 8
VESTING AND FORFEITURES

8-1 **VESTING OF EMPLOYER CONTRIBUTIONS.** The Employer Contributions authorized under AA §6-2 will vest in accordance with the vesting schedule designated under AA §8-2.

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

☑ (a) **Vesting schedule:**

☐ (1) Full and immediate vesting.

☐ (2) Three-year cliff vesting schedule

☐ (3) Six-year graded vesting schedule

☑ (4) Modified vesting schedule

0 % after 1 Year of Service
0 % after 2 Years of Service
0 % after 3 Years of Service
0 % after 4 Years of Service
100 % after 5 Years of Service
100 % after 6 Years of Service
100 % after 7 Years of Service
100 % after 8 Years of Service
100 % after 9 Years of Service
100% after 10 Years of Service

☐ (5) Other vesting schedule: _____

☑ (b) **Special provisions applicable to vesting schedule:** Matching Contributions will use the same vesting schedule as Employer Contributions described above. Notwithstanding any other provision that may be to the contrary, Plan benefits are subject to Section 112.3173, Florida Statutes.

[***Note:*** *This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.

☐ (b) Service completed before the Employee's ___ birthday is excluded.

☐ (c) Describe vesting service exclusions: _____

[***Note:*** *See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.*]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

☑ (a) dies

☑ (b) becomes Disabled

☐ (c) reaches Early Retirement Age

☐ (d) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [***Note:*** *No election should be made under this AA §8-5 if full and immediate vesting is selected under AA §8-2.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during a Vesting Computation Period.

☐ (b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is:

☐ (1) The 12-month period beginning with the Employee's date of hire and, for subsequent Vesting Computation Periods, the 12 month period beginning with the anniversary of the Employee's date of hire.

☐ (2) Describe:_____

[***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]

☐ (c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 6. 05 of the Plan. (See Section 6.04(b) of the Plan.)

☑ (d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☑ (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.

Hours of Service for vesting will be determined under the following Equivalency Method.

☐ (3) **Monthly.** 190 Hours of Service for each month worked.

☑ (4) **Weekly.** 45 Hours of Service for each week worked.

☐ (5) **Daily.** 10 Hours of Service for each day worked.

☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.

☐ (e) **Special rules:** _____

[***Note:*** *Any special rules under subsection (e) must be definitely determinable.*]

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.

☐ (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. [*Enter "0" if prior service will be disregarded for all rehired Employees.*]

☐ (c) Describe any special rules for applying the vesting Break in Service rules: _____

[***Note:*** *Any special rules under subsection (c) must be definitely determinable.*]

8-7 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

☐ (a) N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-7.*]

☐ (b) Reallocated as additional Employer Contributions.

☑ (c) Used to reduce Employer Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

☑ (d) for the Plan Year in which the forfeiture occurs.

☐ (e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c).

☑ (f) Forfeitures will be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)

☐ (g) Forfeitures will not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as under AA §6-5, unless designated otherwise below.

☐ (h) Forfeitures are not subject any allocation conditions.

☐ (i) Forfeitures are subject to a last day of employment allocation condition.

☐ (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

☑ (k) Describe: Forfeitures of Matching Contributions will be treated the same as forfeitures of Employer Contributions described above.

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

☑ The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

☐ A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

☐ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☐ (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.

☐ (c) **Describe distribution options:** _____

[***Note:*** *Any distribution option described in (c) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

☑ (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of $5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds $5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Sections 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.

☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)

☐ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $_____.

☐ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below $1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below $1,000).

☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

☑ (5) **Treatment of Rollover Contributions**. Unless elected otherwise under this (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this (5).

☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds $_____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

☐ (c) **Describe** any special rules affecting Participant or Spousal consent: _____

[***Note:*** *Any special rules under subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding $5,000.** A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the end of the calendar quarter following the date the Participant terminates employment.

☐ (5) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (6) Describe: _____

[***Note:*** *Any special rules under subsection (6) must be definitely determinable.*]

(b) **Distribution of vested Account Balances not exceeding $5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the end of the calendar quarter following the date the Participant terminates employment.

☐ (5) Describe: _____

[***Note:*** *Any special rules under subsection (5) must be definitely determinable.*]

☐ (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of $5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the forms of distribution available under subsections (a) and (b) will be based on a vested Account Balance of $_____**.**

☐ (d) **Describe additional distribution options:** _____

[***Note:*** *Any additional distribution option described in (d) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.

☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

☐ (3) **Describe:** _____

[***Note:*** *Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.28 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

☐ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

☐ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

☑ (3) Alternative definition of Disabled: Disabled under the Plan means the individual can no longer continue in the service of his Employer because of a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration of not less than 12 months. A Participant is Disabled only if the Participant is either (a) eligible for Social Security under Section 223(d) of the Social Security Act for determining eligibility for Social Security benefits, and/or (b) eligible for benefits under the Employer's long term disability program. Each of (a) and (b) require that the permanence and degree of impairment be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 7.07(c)(3) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☑ If this subsection (a) is checked, the default beneficiaries under Section 7.07(c)(3) of the Plan are modified as follows: If no Beneficiary has been designated by the Participant, the default Beneficiary will be as follows: (1) Participant's surviving Spouse (if the Participant was married at the time of death); and (2) the Participant's estate (if the Participant does not have a surviving Spouse at the time of death).

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the

Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[***Note:*** *Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.*]

SECTION 10
IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §10-1.

☑ (a) No in-service distributions are permitted.

☐ (b) Attainment of age ___ [*may not be earlier than age 62*].

☐ (c) Attainment of Normal Retirement Age.

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-6, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
☐	☐	☐	(a) No in-service distributions are permitted.
☐	☐	☐	(b) Attainment of age ___.
☐	☐	☐	(c) Attainment of Normal Retirement Age.
☐	☐	☐	(d) Attainment of Early Retirement Age.
☑	☐	☐	(e) Describe: Upon becoming Disabled

10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.

☐ (b) A Participant may take no more than ___ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $___.

☐ (d) A Participant may not take an in-service distribution of more than $___.

☑ (e) Other distribution rules: A Participant who has reached age 70 ½ and is still employed may elect to commence retirement benefits as of that date.

10-4 **REQUIRED MINIMUM DISTRIBUTIONS.**

(a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan apply. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under the 5-year rule.

☐ The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.

(b) **Waiver of Required Minimum Distribution for 2009.** For purposes of applying the Required Minimum Distribution rules for the 2009 Distribution Calendar Year, as described in Section 8.06(d) of the Plan, a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who is eligible to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year may elect whether or not to receive the 2009 Required Minimum Distribution (or any portion of such distribution). If a Participant does not specifically elect to leave the 2009 Required Minimum Distribution in the Plan, such distribution will be made for the 2009 Distribution Calendar Year as set forth in Section 8 of the Plan.

☐ (1) **No Required Minimum Distribution for 2009.** If this box is checked, 2009 Required Minimum Distributions will not be made to Participants who are otherwise required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year under Section 8 of the Plan, unless the Participant elects to receive such distribution.

☐ (2) **Describe any special rules applicable to 2009 Required Minimum Distributions:** _____

SECTION 11
MISCELLANEOUS PROVISIONS

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

☑ (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

☑ (1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.

☐ (2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.

☐ (3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.

☐ (4) **Describe:**_____

[***Note:*** *The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).*]

☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.

[***Note:*** *If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.*]

☐ (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Nonhighly Compensated Participant who terminates employment on account of becoming Disabled. (See Section 5.02(c)(7)(iii) of the Plan.)

☐ (c) **Special rules:** _____

[***Note:*** *Any special rules under this subsection (c) must be consistent with the requirements of Code §415.*]

11-3 **HEART ACT PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

☐ (a) An Employee may make a one-time irrevocable election not to participate under the Plan.

☐ (b) An Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.

APPENDIX A
SPECIAL EFFECTIVE DATES

☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

_____

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

_____

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

_____

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

_____

☐ A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under AA §6-6 of the Plan are effective as follows:

_____

☐ A-6 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

_____

☐ A-7 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

_____

☐ A-8 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

_____

☐ A-9 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

_____

☐ A-10 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

_____

☐ A-11 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply, as follows:

_____

☐ A-12 **Other special effective dates:**

_____

APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the IRS Favorable Letter.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

☐ (a) Yes

☑ (b) No

B-2 **LOAN PROCEDURES.**

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.

☐ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, check (a) and/or (b) below:

☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.

☐ (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.

☐ (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to $10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

☐ A Participant may take a loan equal to the greater of $10,000 or 50% of the Participant's vested Account Balance. [*If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

☐ (a) A Participant may have ____ loans outstanding at any time.

☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than $1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

☐ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is $_____.

☐ (c) The maximum loan amount is $_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

☐ (a) The prime interest rate

☐ plus ____ percentage point(s).

☐ (b) Describe: _____

[***Note:*** *Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.

☐ (b) A Participant may only receive a Participant loan under the following circumstances: _____

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.

☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).

☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.

☐ A Participant loan will not become due and payable in full upon the Participant's termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

☐ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

☐ (a) A Participant may **not** renegotiate the terms of a loan.

☐ (b) The following special provisions apply with respect to renegotiated loans: _____

B-15 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: _____

[***Note:*** *Any provision under this AA §B-15 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

☐ (a) No

☑ (b) Yes

☑ (c) Describe any special rules that apply for purposes of direction of investments: It is the sole and exclusive responsibility of the Trustee (and no other party) to select the menu of investment options available for Participant direction of investments. The Trustee (and no other party) will designate how accounts will be invested in the absence of proper affirmative direction from the Participant. The Trustee (and no other party) may designate a default fund under the Plan in which the Trustee shall deposit contributions to the Trust on behalf of Participants who have been identified by the Plan Administrator as having not specified investment choices under the Plan.

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

☐ (a) No

☑ (b) Yes

☐ (1) If this subsection (1) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

☑ (2) Check this subsection (2) if the Plan will not accept Rollover Contributions from former Employees.

☑ (3) Describe any special rules for accepting Rollover Contributions: Any Eligible Employee may make a Rollover Contribution to the Plan even if the Eligible Employee is not a Participant with respect to other contributions under the Plan, unless otherwise prohibited under separate administrative procedures adopted by the Plan Administrator.

[***Note:*** *The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.*]

C-3 **LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

☑ (a) No

☐ (b) Yes

C-4 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.05 of the Plan apply?

☑ (a) No

☐ (b) Yes

☐ The provisions of Section 11.05 are modified as follows: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

☐ (a) The adoption of a **new plan**, effective [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☐ (b) The **restatement** of an existing plan, in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011-49.

(1) Effective date of restatement: _____. [***Note:*** *Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.*]

(2) Name of plan(s) being restated: _____

(3) The original effective date of the plan(s) being restated: _____

☑ (c) An **amendment or restatement** of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date(s) of amendment/restatement: 1-1-2019

(2) Name of plan being amended/restated: LYNX Money Purchase Plan

(3) The original effective date of the plan being amended/restated: 10-1-1993

(4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): Massachusetts Mutual Life Insurance Company

Address: 1295 State Street Springfield, MA 01111-0001

Telephone number: (800) 309-3539

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Central Florida Regional Transportation Authority d/b/a LYNX
(Name of Employer)

_____ _____
(Name of authorized representative) *(Title)*

_____ 8/8/19
(Signature) *(Date)*

TRUSTEE DECLARATION

This Trustee Declaration may be used to identify the Trustees under the Plan. A separate Trustee Declaration may be used to identify different Trustees with different Trustee investment powers.

Effective date of Trustee Declaration: 1-1-2019

The Trustee's investment powers are:

☑ (a) **Discretionary.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

☐ (b) **Nondiscretionary.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

☐ (c) **Fully funded.** There is no Trustee under the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. (See Section 12.15 of the Plan.)

☐ (d) **Determined under a separate trust agreement.** The Trustee's investment powers are determined under a separate trust document which replaces (or is adopted in conjunction with) the trust provisions under the Plan.

Name of Trustee: _____

Title of Trust Agreement: _____

[*Note: To qualify as a Volume Submitter Plan, any separate trust document used in conjunction with this Plan must be approved by the Internal Revenue Service. Any such approved trust agreement is incorporated as part of this Plan and must be attached hereto. The responsibilities, rights and powers of the Trustee are those specified in the separate trust agreement.*]

Description of Trustee powers. This section can be used to describe any special trustee powers or any limitations on such powers. This section also may be used to impose any specific rules regarding the decision-making authority of individual trustees. In addition, this section can be used to limit the application of a trustee's responsibilities, e.g., by limiting trustee authority to only specific assets or investments.

☑ **Describe Trustee powers:** The Trustee's exercise of the Trustee's powers, and the Trustee's power to invoke any Plan or Trust provision providing for limitation of the Trustee's liability (or providing for indemnification of the Trustee), are subject to applicable Florida law governing or limiting same, including but not limited to, any applicable provisions of Chapter 112 of the Florida Statutes.

[*The addition of special trustee powers under this section will not cause the Plan to lose Volume Submitter status provided such language merely modifies the administrative provisions applicable to the Trustee (such as provisions relating to investments and the duties of the Trustee). Any language added under this section may not conflict with any other provision of the Plan and may not result in a failure to qualify under Code §401(a).*]

Trustee Signature. By executing this Adoption Agreement, the designated Trustee(s) accept the responsibilities and obligations set forth under the Plan and Adoption Agreement. By signing this Trustee Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee. If a separate trust agreement is being used, list the name of the Trustee. No signature is required if a separate trust agreement is being used under the Plan or if there is no named Trustee under the Plan.

Albert J. Francis II
(Print name of Trustee)

Albert J. Francis II
(Signature of Trustee or authorized representative) 8-13-19 *(Date)*

Donna Tefertiller
(Print name of Trustee)

Donna Tefertiller
(Signature of Trustee or authorized representative) 8-13-19 *(Date)*

Brian Anderson
(Print name of Trustee)

(Signature of Trustee or authorized representative) 8/13/19 *(Date)*

ADDENDUM I

SECTION 6A
MATCHING CONTRIBUTIONS

6A-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan? [*Note that this Section 6A only applies if the Employer is matching Elective Deferral made under another plan maintained by the Employer or with respect to Pick-Up Contributions or After-Tax Employee Contributions under this Plan.*]

☑ **Yes.**

☐ **No.** [*If "No" is checked, skip to Section 7.*]

6A-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6A-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6A-6 below. [*See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.*]

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

☑ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) 50 % of Eligible Contributions made for each period designated in AA §6A-5 below.

☐ (2) $____ for each period designated in AA §6A-5 below.

☐ (c) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation.

Eligible Contributions	Fixed Match	Discretionary Match
☐ (1) Up to ___% of Plan Compensation	_____%	☐
☐ (2) From __% up to __% of Plan Compensation	_____%	☐
☐ (3) From __% up to __% of Plan Compensation	_____%	☐
☐ (4) From __% up to __% of Plan Compensation	_____%	☐

☐ (d) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions (as defined in AA §6A-3) to all Participants based on Years of Service with the Employer.

Years of Service	Matching %
☐ (1) From ___ up to ___ Years of Service	_____%
☐ (2) From ___ up to ___ Years of Service	_____%
☐ (3) From ___ up to ___ Years of Service	_____%
☐ (4) From ___ up to ___ Years of Service	_____%
☐ (5) Years of Service equal to and above ___	_____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[***Note:*** *Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.*]

☐ (e) **Based on employment agreement.** The Employer will make a Matching Contribution determined in accordance with the terms of the Employment agreement between an Eligible Employee and the Employer. [*If this subsection (e) is checked, the provisions of an Employment agreement addressing retirement benefits will override any selection under this AA §6A-2.*]

☐ (f) **Describe special rules for determining Matching Contribution formula:** _____

6A-3 **ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6A-3, the Matching Contribution described in AA §6A-2 will apply to all Eligible Contributions authorized under AA §6-6.

☐ (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6A-2 will apply only to the Eligible Contributions selected below:

☐ (1) Voluntary After-Tax Employee Contributions under AA §6-6(a).

☐ (2) Mandatory After-Tax Employee Contributions under AA §6-6(b).

☐ (3) Employer Pick-Up Contributions under AA §6-6(c).

☑ (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6A-2 will apply to elective deferrals under the following plan maintained by the Employer: LYNX Deferred Compensation Plan

☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6A-3: _____

[***Note:*** *Subsection (c) may be used to describe any special provisions applicable to Matching Contributions provided with respect to Eligible Contributions under this Plan or elective deferrals made under another plan maintained by the Employer.*]

6A-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6A-2 above, all Eligible Contributions designated under AA §6A-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6A-4.

☑ (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6A-2 above apply only to Eligible Contributions under AA §6A-3 that do not exceed:

☑ (1) 3 % of Plan Compensation.

☐ (2) $_____.

☐ (3) A discretionary amount determined by the Employer.

[***Note:*** *If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

☑ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6A-2 above will not exceed:

☑ (1) 1.5 % of Plan Compensation.

☐ (2) $_____.

☐ (c) **Special limits applicable to Matching Contributions:** _____

6A-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6A-2 above (including any limitations on such amounts under AA §6A-4) are based on Eligible Contributions under AA §6A-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6A-2 and AA §6A-4, complete this AA §6A-5.

☑ (a) payroll period

☐ (b) Plan Year quarter

☐ (c) calendar month

☐ (d) Other: _____

[***Note:*** *Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6A-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6A-5.*]

[***Note:*** *In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6A-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions under AA §6A-3 and/or Plan Compensation for the entire period selected in this AA §6A-5. If a period other than the Plan Year is selected under this AA §6A-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6A-5. See Section 3.02(a)(2)(ii) of the Plan.*]

6A-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6A-6 to receive an allocation of Matching Contributions under the Plan.

☑ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment as a result of becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under subsection (b) above.

☐ (ii) a minimum service condition designated under subsection (c) above.

☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter Money Purchase Pension Plan
FFN: 3153883BH05-002 Case: 201204365 EIN: 04-1590850
Letter Serial No: J598544a
Date of Submission: 04/02/2012

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 STATE STREET
SPRINGFIELD, MA 01111

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

GOVERNMENTAL DEFINED CONTRIBUTION VOLUME SUBMITTER PLAN AND TRUST

BASIC PLAN DOCUMENT

[DC-BPD #05]

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SECTION 1
PLAN DEFINITIONS

This Section contains definitions for common terms that are used throughout the Plan. All capitalized terms under the Plan are defined in this Section or in the relevant section of the Plan document where such term is used.

1.01 **Account.** The separate Account maintained for each Participant under the Plan. A Participant may have any (or all) of the following separate Accounts, to the extent authorized under the Plan:

- Employer Contribution Account
- Matching Contribution Account
- After-Tax Employee Contribution Account
- Employer Pick-Up Contribution Account
- Rollover Contribution Account
- Transfer Account

In addition, if this Plan qualifies as a Grandfathered 401(k) Arrangement (as defined in Section 1.54), a Participant also may have any (or all) of the following separate Accounts:

- Pre-Tax Salary Deferral Account
- Roth Deferral Account
- Roth Rollover Contribution Account

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

1.02 **Account Balance.** Account Balance shall mean a Participant's balances in all of the Accounts maintained by the Plan on his or her behalf.

1.03 **Actuarial Factor.** A Participant's Actuarial Factor is used for purposes of determining the Participant's allocation under the age-based formula under AA §6-3(f) of the Profit Sharing Plan Adoption Agreement or under the age-based contribution formula under AA §6-2(d) of the Money Purchase Plan Adoption Agreement. See Section 3.02(a)(1)(i)(E) or 3.02(b)(4).

1.04 **Adoption Agreement ("Agreement").** The Adoption Agreement contains the elective provisions that an Employer may complete to supplement or modify the provisions under the Plan. Each adopting Employer must complete and execute the Adoption Agreement. If the Plan covers Employees of an Employer other than the Employer that executes the Employer Signature Page of the Adoption Agreement, such additional Employer(s) must execute a Participating Employer Adoption Page under the Adoption Agreement. (See Section 16 for rules applicable to adoption by Participating Employers.) An Employer may adopt more than one Adoption Agreement associated with this Plan document. Each executed Agreement is treated as a separate Plan. The Employer may adopt a Profit Sharing Plan Adoption Agreement or a Money Purchase Plan Adoption Agreement. The Employer also may elect under the Profit Sharing Plan Adoption Agreement to provide for a Grandfathered 401(k) Arrangement under the Plan. Any reference to the Profit Sharing Plan Adoption Agreement includes the Grandfathered 401(k) Plan Adoption Agreement, unless specifically provided otherwise.

1.05 **After-Tax Employee Contributions.** Employee Contributions that may be made to the Plan by a Participant that are included in the Participant's gross income in the year such amounts are contributed to the Plan and are maintained under a separate After-Tax Employee Contribution Account to which earnings and losses are allocated. See Section 3.04. For this purpose, Roth Deferrals are not considered as After-Tax Employee Contributions.

1.06 **Alternate Payee.** A person designated to receive all or a portion of the Participant's benefit pursuant to a QDRO. See Section 1.76.

1.07 **Anniversary Years.** An alternative period for measuring Eligibility Computation Periods (under Section 2.03(a)(3)) and Vesting Computation Periods (under Section 6.05). An Anniversary Year is any 12-month period which commences with the Employee's Employment Commencement Date or which commences with the anniversary of the Employee's Employment Commencement Date.

1.08 **Annual Additions.** The amounts taken into account under a Defined Contribution Plan for purposes of applying the limitation on allocations under Code §415. See Section 5.02(c)(1) for the definition of Annual Additions.

1.09 **Annuity Starting Date.** The date an Employee commences distribution from the Plan. If a Participant commences distribution with respect to a portion of his/her Account Balance, a separate Annuity Starting Date applies to any subsequent distribution. If

distribution is made in the form of an annuity, the Annuity Starting Date is the first day of the first period for which annuity payments are made.

1.10 **Beneficiary.** A person designated by the Participant (or by the terms of the Plan) to receive a benefit under the Plan upon the death of the Participant. See Section 7.07(c) for the applicable rules for determining a Participant's Beneficiaries under the Plan.

1.11 **Break in Service.** The Computation Period (as defined in Section 2.03(a)(3) for purposes of eligibility and Section 6.05 for purposes of vesting) during which an Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects under AA §4-3(a) or AA §8-5(a) to require less than 1,000 Hours of Service to earn a Year of Service for eligibility or vesting purposes, a Break in Service will occur for any Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a Year of Service for eligibility or vesting purposes, as applicable. However, if the Elapsed Time method applies under AA §4-3(c) (for purposes of eligibility) or AA §8-5(c) (for purposes of vesting), an Employee will incur a Break in Service if the Employee incurs at least a one year Period of Severance (as defined under Section 1.69). (See Section 2.07 for a discussion of the eligibility Break in Service rules and Section 6.08 for a discussion of the vesting Break in Service rules.)

1.12 **Cash-Out Distribution.** A total distribution made to a terminated Participant in accordance with Section 6.10(a).

1.13 **Catch-Up Contributions.** Salary Deferrals that may be made under a Grandfathered 401(k) Arrangement that are in excess of an otherwise applicable Plan limit and that are made by a Participant who is aged 50 or over by the end of the taxable year. See Section 3.02(c)(2)(iv).

1.14 **Catch-Up Contribution Limit.** The annual limit applicable to Catch-Up Contributions as set forth in Section 3.02(c)(2)(iv)(A).

1.15 **Code.** The Internal Revenue Code of 1986, as amended.

1.16 **Code §415 Limitation.** The limit on the amount of Annual Additions a Participant may receive under the Plan during a Limitation Year. See Section 5.02.

1.17 **Collectively Bargained Employee.** An Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining. Such Employees may be excluded from the Plan if designated under AA §3-1(b). See Section 2.02(b)(1) for additional requirements related to the exclusion of Collectively Bargained Employees.

1.18 **Compensation Limit.** The maximum amount of compensation that can be taken into account for any Plan Year for purposes of determining a Participant's Plan Compensation. For Plan Years beginning on or after January 1, 1994, and before January 1, 2002, the Compensation Limit taken into account for determining benefits provided under the Plan for any Plan Year is $150,000, as adjusted for increases in cost-of-living in accordance with Code §401(a)(17)(B). For any Plan Years beginning on or after January 1, 2002, the Compensation Limit is $200,000, as adjusted for cost-of-living increased in accordance with Code §401(a)(17)(B). In determining the Compensation Limit for any applicable period (the "determination period"), the cost-of-living adjustment in effect for a calendar year applies to any determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the Compensation Limit for such period is an amount equal to the otherwise applicable Compensation Limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. A determination period will not be considered to be less than 12 months merely because compensation is taken into account only for the period the Employee is a Participant. If Salary Deferrals, Matching Contributions, or After-Tax Employee Contributions are separately determined on the basis of specified periods within the determination period (e.g., on the basis of payroll periods), no proration of the Compensation Limit is required with respect to such contributions.

If compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the compensation for such prior determination period is subject to the applicable Compensation Limit in effect for that prior period. However, solely for purposes of determining a Participant's allocations for Plan Years beginning on or after January 1, 2002, the Compensation Limit in effect for determination periods beginning before that date is $200,000.

In determining the amount of a Participant's Salary Deferrals under a Grandfathered 401(k) Arrangement, a Participant may defer with respect to Plan Compensation that exceeds the Compensation Limit, provided the total deferrals made by the Participant satisfy the Elective Deferral Dollar Limit and any other limitations under the Plan.

1.19 **Computation Period.** The 12-consecutive month period used for measuring whether an Employee completes a Year of Service for eligibility or vesting purposes.

(a) **Eligibility Computation Period.** The 12-consecutive month period used for measuring Years of Service for eligibility purposes. See Section 2.03(a)(3).

(b) **Vesting Computation Period.** The 12-consecutive month period used for measuring Years of Service for vesting purposes. See Section 6.05.

1.20 **Custodian.** An organization that has custody of all or any portion of the Plan assets. See Section 12.13.

1.21 **Defined Benefit Plan.** A plan under which a Participant's benefit is based solely on the Plan's benefit formula without the establishment of separate Accounts for Participants.

1.22 **Defined Contribution Plan.** A plan that provides for individual Accounts for each Participant to which all contributions, forfeitures, income, expenses, gains and losses under the Plan are credited or deducted. A Participant's benefit under a Defined Contribution Plan is based solely on the fair market value of his/her vested Account Balance.

1.23 **Designated Beneficiary.** A Beneficiary who is designated by the Participant (or by the terms of the Plan) and whose life expectancy is taken into account in determining minimum distributions under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4. See Section 8.05(a).

1.24 **Differential Pay.** Certain payments made by the Employer to an individual while the individual is performing service in the Uniformed Services. See Section 1.89(e).

1.25 **Directed Account.** The Plan assets under a Trust which are held for the benefit of a specific Participant. See Section 10.03(d)(2).

1.26 **Directed Trustee.** A Trustee is a Directed Trustee to the extent that the Trustee's investment powers are subject to the direction of another person. See Section 12.02(a).

1.27 **Direct Rollover.** A rollover, at the Participant's direction, of all or a portion of the Participant's vested Account Balance directly to an Eligible Retirement Plan. See Section 7.04.

1.28 **Disabled.** Unless provided otherwise under AA §9-4(b), an individual is considered Disabled for purposes of applying the provisions of this Plan if the individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

1.29 **Discretionary Trustee.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion to invest, manage or control the Plan assets without direction from any other person. See Section 12.02(b).

1.30 **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. See Section 8.05(b).

1.31 **Early Retirement Age.** The age and/or Years of Service set forth in AA §7-2. Early Retirement Age may be used to determine distribution rights and/or vesting rights. If a Participant separates from service before satisfying the age requirement for early retirement, but has satisfied the service requirement, the Participant will be entitled to elect an early retirement benefit upon satisfaction of such age requirement. The Plan is not required to have an Early Retirement Age.

1.32 **Effective Date.** The date this Plan, including any restatement or amendment of this Plan, is effective. The Effective Date of the Plan is designated on the Employer Signature Page under the Adoption Agreement. See Section 14.01(d)(2) for special rules concerning the retroactive effective date of provisions under the Plan designed to comply with the requirements of the Pension Protection Act of 2006 (PPA).

1.33 **Elapsed Time.** A special method for crediting service for eligibility or vesting. See Section 2.03(a)(6) for more information on the Elapsed Time method of crediting service for eligibility purposes and Section 6.04(b) for more information on the Elapsed Time method of crediting service for vesting purposes. Also see Section 3.07 for the ability to use the Elapsed Time method for applying allocation conditions under the Plan.

1.34 **Elective Deferral Dollar Limit.** The maximum amount of Elective Deferrals a Participant may make for any calendar year. See Section 5.03.

1.35 **Elective Deferrals.** A Participant's Elective Deferrals is the sum of all Salary Deferrals (as defined in Section 1.83) and other contributions made pursuant to a Salary Deferral Election under a SARSEP described in Code §408(k)(6), a SIMPLE IRA plan described in Code §408(p), a plan described under Code §501(c)(18), and a custodial account or other arrangement described in Code §403(b). Elective Deferrals shall not include any amounts properly distributed as an Excess Amount under Code §415.

1.36 **Eligible Employee.** An Employee who is not excluded from participation under Section 2.02 of the Plan or AA §3-1.

1.37 **Eligible Retirement Plan.** A qualified retirement plan or IRA that may receive a rollover contribution. See Section 7.04(a)(2).

1.38 **Eligible Rollover Distribution.** An amount distributed from the Plan that is eligible for rollover to an Eligible Retirement Plan. See Section 7.04(a)(1).

1.39 **Employee.** An Employee is any individual employed by the Employer (including any Related Employers). An independent contractor is not an Employee. An Employee is not eligible to participate under the Plan if the individual is not an Eligible Employee under Section 2.02. A Leased Employee is also treated as an Employee of the recipient organization, as provided in Section 2.02(b)(3).

1.40 **Employer.** Except as otherwise provided, Employer means the Employer that adopts this Plan and any Related Employer. The Employer must be qualified to maintain a Governmental Plan under Code §414(d). (See Section 2.02(c) for rules regarding coverage of Employees of Related Employers. Also see Section 16 for rules that apply to Employers that execute a Participating Employer Adoption Page.)

1.41 **Employer Contributions.** Contributions the Employer makes pursuant to AA §6. See Section 3.02.

1.42 **Employer Pick-up Contributions.** Contributions made by the Employee and picked up by the Employer in accordance with Code §414(h)(2). See Section 3.03.

1.43 **Employment Commencement Date.** The date the Employee first performs an Hour of Service for the Employer.

1.44 **Entry Date.** The date on which an Employee becomes a Participant upon satisfying the Plan's minimum age and service conditions. See Section 2.03(b).

1.45 **Equivalency Method.** An alternative method for crediting Hours of Service for purposes of eligibility and vesting. See Section 2.03(a)(5) for eligibility provisions and Section 6.04(a)(2) for vesting provisions.

1.46 **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

1.47 **Excess Amount.** Amounts which exceed the Code §415 Limitation. See Section 5.02(c)(4).

1.48 **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level for purposes of applying the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.49 **Excess Deferrals.** Elective Deferrals that exceed the Elective Deferral Dollar Limit (as defined in Section 5.03). (See Section 5.03(b) for rules regarding the correction of Excess Deferrals.)

1.50 **Favorable IRS Letter.** An advisory letter issued by the IRS to a Volume Submitter Sponsor as to the qualified status of a Volume Submitter Plan.

1.51 **FICA Replacement Plan.** This Plan may qualify as a FICA Replacement Plan under Code §3121(b)(7)(F) if the requirements under Section 4.03 are satisfied.

1.52 **General Trust Account.** The Plan assets under a Trust which are held for the benefit of all Plan Participants as a pooled investment. See Section 10.03(d)(1).

1.53 **Governmental Plan.** A plan established and maintained for its Employees by any State or political subdivision of a State, any State agency or instrumentality or an Indian Tribal Government (provided the requirements under Section 4.02 of the Plan are satisfied), as provided under Code §414(d).

1.54 **Grandfathered 401(k) Arrangement.** An arrangement under Code §401(k) maintained by a governmental employer that was in existence on May 6, 1986. If a governmental entity adopted a 401(k) plan before May 6, 1986, then all 401(k) plans adopted

by the governmental entity are treated as adopted before such date, including a 401(k) plan that is actually adopted after such date. A Grandfathered 401(k) Arrangement also may be adopted by an Indian Tribal Government, as defined in Section 1.57.

The Employer may elect to provide a Grandfathered 401(k) Arrangement under AA §2-3 of the Profit Sharing Plan Adoption Agreement. Any such election under AA §2-3 will be null and void if the Employer does not satisfy the requirements for maintaining a Grandfathered 401(k) Arrangement. If the Employer elects a Grandfathered 401(k) Arrangement under AA §2-3, the Employer may authorize Employees to make Salary Deferrals under the Plan in addition to Matching Contributions, Employer Contributions and After-Tax Employee Contributions, to the extent provided under AA §6 - §6B of the Adoption Agreement.

1.55 **Hardship.** A heavy and immediate financial need which meets the requirements of Section 7.10(e).

1.56 **Hour of Service.** Each Employee of the Employer will receive credit for each Hour of Service he/she works for purposes of applying the eligibility and vesting rules under the Plan. An Employee will not receive credit for the same Hour of Service under more than one category listed below.

(a) **Performance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed. In the case of Hours of Service to be credited to an Employee in connection with a period of no more than 31 days which extends beyond one computation period, all such Hours of Service may be credited to the first computation period or the second computation period. Hours of Service under this subsection (a) must be credited consistently for all Employees within the same job classifications.

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

(c) **Back pay award.** Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subsection (a) or subsection (b), as the case may be, and under this subsection (c). These hours will be credited to the Employee for the Computation Period(s) to which the award or agreement pertains rather than the Computation Period(s) in which the award, agreement or payment is made.

(d) **Related Employers/Leased Employees.** Hours of Service will be credited for employment with any Related Employer. Hours of Service also include hours credited as a Leased Employee or as an employee under Code §414(o).

(e) **Maternity/paternity leave.** Solely for purposes of determining whether a Break in Service has occurred in a Computation Period, an individual who is absent from work for maternity or paternity reasons will receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

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

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

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

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

The Hours of Service credited under this paragraph will be credited in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following Computation Period.

1.57 **Indian Tribal Government.** The governing body of any tribe, band, community, village, or group of Indians, or (if applicable) Alaska Natives, which is determined by the Secretary of Treasury, after consultation with the Secretary of Interior, to exercise governmental functions, as defined under Code §7701(a)(40) and regulations thereunder. See Section 4.02 of the Plan for special rules applicable to Indian Tribal Governments.

1.58 **Insurer.** An insurance company that issues a life insurance policy on behalf of a Participant under the Plan in accordance with the requirements under Section 10.08.

1.59 **Integration Level.** The amount used for purposes of applying the permitted disparity allocation formula. The Integration Level is the Taxable Wage Base, unless the Employer designates a different amount under the Adoption Agreement. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.60 **Leased Employee.** An individual who performs services for the Employer pursuant to an agreement between the Employer and a leasing organization, and who satisfies the definition of a Leased Employee under Code §414(n). See Section 2.02(b)(3) for rules regarding the treatment of a Leased Employee as an Employee of the Employer.

1.61 **Limitation Year.** The measuring period for determining whether the Plan satisfies the Code §415 Limitation under Section 5.02. See Section 5.02(c)(5).

1.62 **Matching Contributions.** Matching Contributions are contributions made by the Employer on behalf of a Participant on account of other contributions made by the Participant under this Plan or another plan maintained by the Employer. See Section 3.02(c)(3).

1.63 **Maximum Disparity Rate.** The maximum amount that may be allocated with respect to Excess Compensation under the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.64 **Normal Retirement Age.** The age selected under AA §7-1. For purposes of applying the Normal Retirement Age provisions under AA §7-1, an Employee's participation commencement date is the first day of the first Plan Year in which the Employee commenced participation in the Plan.

1.65 **Participant.** Except as provided under AA §3-1, a Participant is an Employee (or former Employee) who has satisfied the conditions for participating under the Plan, as described in Section 2.03 and AA §4-1. A Participant also includes any Employee (or former Employee) who has an Account Balance under the Plan, including an Account Balance derived from a rollover or transfer from another qualified plan or IRA. A Participant is entitled to share in an allocation of contributions or forfeitures under the Plan for a given year only if the Participant is an Eligible Employee as defined in Section 2.02, and satisfies the allocation conditions set forth in Section 3.07.

An Employee is treated as a Participant with respect to Salary Deferrals and After-Tax Employee Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for making such contributions, even if the Employee chooses not to actually make such contributions to the Plan. An Employee is treated as a Participant with respect to Matching Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for receiving such contributions, even if the Employee does not receive a Matching Contribution because of the Employee's failure to make contributions eligible for the Matching Contribution.

1.66 **Participating Employer.** An Employer that adopts this Plan by executing the Participating Employer Adoption Page under the Adoption Agreement. See Section 16 for the rules applicable to contributions and deductions for contributions made by a Participating Employer.

1.67 **Participating Employer Adoption Page.** The signature page in the Adoption Agreement for a Related Employer to adopt the Plan as a Participating Employer.

1.68 **Part-Time Employee.** Unless designated otherwise under AA 3-1(k), a Part-Time Employee is an Employee who is normally scheduled to work 20 or fewer hours per week. Notwithstanding the foregoing, if the Employer is a post-secondary educational institution, an Employee who is a teacher shall not be considered a Part-Time Employee if he/ she normally has classroom hours of one-half or more of the number of classroom hours designated by the Employer as constituting full-time employment, provided that such designation is reasonable under all of the facts and circumstances.

1.69 **Period of Severance.** A continuous period of time during which the Employee is not employed by the Employer and which is used to determine an Employee's Participation under the Elapsed Time method. See Section 2.03(a)(6) for rules regarding eligibility and Section 6.04(b) for rules regarding vesting.

1.70 **Plan.** The Plan is **t**he retirement plan established or continued by the Employer for the benefit of its Employees under this Plan document. The Plan consists of the basic plan document and the elections made under the Adoption Agreement. The basic plan document is the portion of the Plan that contains the non-elective provisions. The Employer may supplement or modify the basic plan document through its elections in the Adoption Agreement or by separate governing documents that are expressly

authorized by the Plan. If the Employer adopts more than one Adoption Agreement under this Plan, then each executed Adoption Agreement represents a separate Plan.

1.71 **Plan Administrator.** The Plan Administrator is the person designated to be responsible for the administration and operation of the Plan. Unless otherwise designated by the Employer, the Plan Administrator is the Employer. If another Employer has executed a Participating Employer Adoption Page, the Employer referred to in this Section is the Employer that executes the Employer Signature Page of the Adoption Agreement. A Plan Administrator also includes a Qualified Termination Administrator (QTA) that assumes the responsibilities of Plan Administrator.

1.72 **Plan Compensation.** Plan Compensation is Total Compensation, as modified under AA §5-3, which is actually paid to an Employee during the determination period (as defined in subsection (a) below). In determining Plan Compensation, the Employer may elect under AA §5-3(b) to exclude all Elective Deferrals (as defined in Section 1.35), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code§132(f)(4). In addition, the Employer may elect under AA §5-3 to exclude other designated elements of compensation.

Plan Compensation generally includes amounts an Employee earns with a Participating Employer and amounts earned with a Related Employer (even if the Related Employer has not executed a Participating Employer Adoption Page under the Adoption Agreement). However, the Employer may elect under AA §5-3(h) to exclude all amounts earned with a Related Employer that has not executed a Participating Employer Adoption Page.

In no case may Plan Compensation for any Participant exceed the Compensation Limit (as defined in Section 1.18).

(a) **Determination period.** Unless designated otherwise under AA §5-4(a), Plan Compensation is determined based on the Plan Year. Alternatively, the Employer may elect under AA §5-4(a) to determine Plan Compensation on the basis of the calendar year ending in the Plan Year or any other 12-month period ending in the Plan Year. If the determination period is the calendar year or other 12-month period ending in the Plan Year, for any Employee whose date of hire is less than 12 months before the end of the designated 12-month period, Plan Compensation will be determined over the Plan Year.

(b) **Partial period of participation.** If an Employee is a Participant for only part of a Plan Year, Plan Compensation may be determined over the entire Plan Year or over the period during which such Employee is a Participant. In determining whether an Employee is a Participant for purposes of applying this subsection (b), the Employee's status will be determined solely with respect to the contribution type for which the definition of Plan Compensation is being determined. Plan Compensation does not include any amounts earned for any period while an individual is not an Eligible Employee (as defined in Section 2.02).

1.73 **Plan Year.** The 12-consecutive month period designated under AA §2-4 on which the records of the Plan are maintained. The Plan Year can be a 52-53 week period by designating the appropriate ending date in AA §2-4(b).If the Plan Year is amended to create a Short Plan Year or if a new Plan has an initial Short Plan Year, the Employer may document such Short Plan Year under AA §2-4(c).

1.74 **Predecessor Employer.** An employer that previously employed the Employees of the Employer. See Sections 2.06 (eligibility), 3.07(b) (allocation conditions) and 6.07 (vesting) for the rules regarding the crediting of service with a Predecessor Employer.

1.75 **Pre-Tax Deferrals.** Pre-tax Deferrals are a Participant's Salary Deferrals that are not includible in the Participant's gross income at the time deferred.

1.76 **Qualified Domestic Relations Order (QDRO).** A domestic relations order that provides for the payment of all or a portion of the Participant's benefits to an Alternate Payee and satisfies the requirements under Code §414(p). See Section 11.05.

1.77 **Reemployment Commencement Date.** The first date upon which an Employee is credited with an Hour of Service following a Break in Service (or Period of Severance, if the Plan is using the Elapsed Time method of crediting service).

1.78 **Related Employer.** A Related Employer includes all members of a controlled group of corporations (as defined in Code §414(b)), all commonly controlled trades or businesses (as defined in Code §414(c)) or affiliated service groups (as defined in Code §414(m)) of which the Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under Code §414(o). For purposes of applying the provisions under this Plan, the Employer and any Related Employers are treated as a single Employer, unless specifically stated otherwise. See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also see Section 16 for rules regarding participation of Employees of Related Employers.

1.79 **Required Beginning Date.** The date by which minimum distributions must commence under the Plan. See Section 8.05(e).

1.80 **Rollover Contribution.** A contribution made by an Employee to the Plan attributable to an Eligible Rollover Distribution (as defined in Section 7.04(a)(1) from another qualified plan or IRA. See Section 3.05 for rules regarding the acceptance of Rollover Contributions under this Plan.

1.81 **Roth Deferrals.** Roth Deferrals are Salary Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Deferrals in the Participant's Salary Deferral Election. A Participant's Roth Deferrals will be maintained in a separate Account containing only the Participant's Roth Deferrals and gains and losses attributable to those Roth Deferrals. See Section 3.02(c)(2)(v).

1.82 **Salary Deferral Election.** An agreement between a Participant and the Employer, whereby the Participant elects to have a specific percentage or dollar amount withheld from his/her Plan Compensation and the Employer agrees to contribute such amount into the Plan. A Salary Deferral Election may only be made if the Plan qualifies as a Grandfathered 401(k) Arrangement as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement. See Section 3.02(c)(2)(i).

1.83 **Salary Deferrals.** Amounts contributed under a Grandfathered 401(k) Arrangement at the election of the Participant, in lieu of cash compensation, which are made pursuant to a Salary Deferral Election or other deferral mechanism. Salary Deferrals include Roth Deferrals and Pre-Tax Deferrals. Salary Deferrals shall not include any amounts properly distributed as an Excess Amount under Code §415 pursuant to Section 5.02(c)(4). An Employee's Salary Deferrals are treated as employer contributions for all purposes under this Plan, except as otherwise provided under the Code or Treasury regulations. See Section 3.02(c)(2).

1.84 **Seasonal Employee.** An Employee who normally works on a full-time basis less than five months during any year.

1.85 **Short Plan Year.** Any Plan Year that is less than 12 months long, either because of the amendment of the Plan Year, or because the Effective Date of a new Plan is less than 12 months prior to the end of the first Plan Year.

1.86 **Spouse.** Subject to any additional guidance by the IRS or other agency or court, a Spouse is any individual who is lawfully married to the Participant under a state or foreign jurisdiction, without regard to the location of the Employer or the state where the Participant and Spouse are domiciled. However, a former Spouse of the Participant will be treated as the Spouse or surviving Spouse and any current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a valid QDRO.

1.87 **Taxable Wage Base.** The maximum amount of wages taken into account for Social Security purposes. The Taxable Wage Base is used to determine the Integration Level for purposes of applying the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.88 **Temporary Employee.** Any Employee performing services under a contractual arrangement with the Employer of two years or less duration. Possible contract extensions may be considered in determining the duration of a contractual arrangement, but only if, under the facts and circumstances, there is a significant likelihood that the Employee's contract will be extended. Future contract extensions are considered significantly likely to occur for purposes of this rule if:

(a) on average 80 percent of similarly situated Employees have had bona fide offers to renew their contracts in the immediately preceding two academic or calendar years; or

(b) the Employee with respect to whom the determination is being made has a history of contract extensions with respect to his or her current position.

An Employee is not considered a Temporary Employee solely because he or she is included in a unit of Employees covered by a collective bargaining agreement of two years or less duration.

1.89 **Total Compensation.** A Participant's compensation for services with the Employer, as defined in this Section 1.89. Total Compensation may be defined in AA §5-1 to be either W-2 Wages, Wages under Code §3401(a), or Code §415 Compensation. Each definition of Total Compensation includes Elective Deferrals (as defined in Section 1.35), elective contributions to a cafeteria plan under Code §125 or to an eligible deferred compensation plan under Code §457, Employer Pick-Up Contributions under Code §414(h)(2), and elective contributions that are not includible in the Employee's gross income as a qualified transportation fringe under Code §132(f)(4).

(a) **Total Compensation definitions.** The Employer may elect under AA §5-1 to define Total Compensation as any of the following definitions:

(1) **W-2 Wages.** Wages within the meaning of Code §3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is

required to furnish the Employee a written statement under Code §6041(d), 6051(a)(3), and 6052, determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(2) **Wages under Code §3401(a).** Wages within the meaning of Code §3401(a) 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.

(3) **Code §415 Compensation.** Wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer (without regard to whether or not such amounts are paid in cash) to the extent that the amounts are includible in gross income, including amounts that are includible in the gross income of an Employee under the rules of Code §409A or §457(f)(1)(A) or because the amounts are constructively received by the Employee. Such amounts include, but are not limited to, commissions, compensation for services on the basis of a percentage of profits, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treas. Reg. §1.62-2(c)), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code §402(e)(3), §408(k)(6), §408(p)(2)(A)(i), or §457(b)) to a plan of deferred compensation (including a SEP described in Code §408(k) or a SIMPLE IRA described in Code §408(p), 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);

(ii) Amounts realized from the exercise of a non-qualified stock option, 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.

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option.

(iv) Other amounts which received special tax benefits, or contributions made by the Employer (other than Elective Deferrals) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Post-severance compensation.** Effective for the first Limitation Year beginning on or after July 1, 2007, Total Compensation includes compensation that is paid after an Employee severs employment with the Employer, provided the compensation is paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes such date of severance from employment. For this purpose, compensation paid after severance of employment may only be included in Total Compensation to the extent such amounts would have been included as compensation if they were paid prior to the Employee's severance from employment.

For purposes of applying this subsection (b), unless designated otherwise under AA §5-2(a), the following amounts that are paid after a Participant's severance of employment are included in Total Compensation:

(1) **Regular pay.** Compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;

(2) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued; and

(3) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

Other post-severance payments (such as severance pay, parachute payments within the meaning of Code §280G(b)(2), or post-severance payments under a nonqualified unfunded deferred compensation plan that would not have been paid if the Employee had continued in employment) are not included as Total Compensation, even if such amounts are paid within the time period described in this subsection (b).

In determining the amount of a Participant's Employer Contributions, Matching Contributions or Salary Deferrals, Plan Compensation may not include any amounts that do not satisfy the requirements of this subsection (b) or subsection (c). If Total Compensation is defined to include post-severance compensation, the Employer may elect to exclude all such compensation paid after termination of employment from the definition of Plan Compensation under AA §5-3(j) or may elect to exclude any of the specific types of post-severance compensation defined in subsections (1), (2) and/or (3) above, by designating such compensation types under AA §5-3(l). The exclusion of post-severance compensation from the definition of Plan Compensation that is otherwise includible in Total Compensation may cause the Plan to fail the nondiscriminatory compensation rules under Treas. Reg. §1.414(s)-1.

(c) **Continuation payments for disabled Participants.** Unless designated otherwise under AA §5-2(b), Total Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). If elected under AA §5-2(b), the Plan may take into account compensation the Participant would have received for the year if the Participant was paid at the rate of compensation paid immediately before becoming permanently and totally disabled (if such compensation is greater than the Participant's compensation determined without regard to this subsection (c)), provided contributions made with respect to amounts treated as compensation under this subsection (c) are nonforfeitable when made. If so elected under AA §5-2(b), payment to disabled Participants will be included as Total Compensation, notwithstanding the rules under subsection (b).

(d) **Deemed §125 compensation.** A reference to elective contributions under a Code §125 cafeteria plan includes any amounts that are not available to a participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. Such deemed §125 compensation will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. If the Employer elects under AA §5-3(i) to exclude deemed §125 compensation from the definition of Plan Compensation, such exclusion also will apply for purposes of determining Total Compensation under this Section 1.89.

(e) **Differential Pay.** Effective for years beginning on or after January 1, 2009, in the case of an individual who receives Differential Pay from the Employer:

(1) such individual will be treated as an Employee of the Employer making the payment, and

(2) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit based on Differential Pay. However, for purposes of applying this subparagraph, the provisions of Code §§410(b)(3), (4), and (5) shall apply. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation under AA §5-3(k).

For purposes of this subsection (e), Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this subsection (e), Uniformed Services are services as described in Code §3401(h)(2)(A).

1.90 **Trust.** The Trust is the separate funding vehicle under the Plan.

1.91 **Trustee.** The Trustee is the person or persons (or any successor to such person or persons) identified in the Adoption Agreement or under a separate Trust document. The Trustee may be a Discretionary Trustee or a Directed Trustee. See Section 12 for the rights and duties of a Trustee under this Plan.

1.92 **Valuation Date.** The date or dates upon which Plan assets are valued. Plan assets will be valued as of the last day of each Plan Year. In addition, the Employer may elect under AA §11-1 to establish additional Valuation Dates. Notwithstanding any election under AA §11-1, Plan assets may be valued on a more frequent basis within the complete discretion of the Employer. See Section 10.02.

1.93 **Year of Service.** A Year of Service is a 12-consecutive month Computation Period during which an Employee completes 1,000 Hours of Service. For purposes of applying the eligibility rules under Section 2.03 of the Plan, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in Section 2.03(a)(3)). For purposes of applying the vesting rules under Section 6, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during a Vesting Computation Period (as defined in

Section 6.05). The Employer may elect under AA §4-3(a) (for eligibility purposes) and AA §8-5(a) (for vesting purposes) to require the completion of any lesser number of Hours of Service to earn a Year of Service. Alternatively, the Employer may elect to apply the Elapsed Time method (for eligibility and/or vesting purposes) in calculating an Employee's Years of Service under the Plan.

SECTION 2
ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility.** In order to participate in the Plan, an Employee must be an Eligible Employee (as defined in Section 2.02) and must satisfy the Plan's minimum age and service conditions (as defined in Section 2.03). Once an Employee satisfies the Plan's minimum age and service conditions, such Employee shall become a Participant on the appropriate Entry Date (as selected in AA §4-2). An Employee who meets the minimum age and service requirements set forth herein, but who is not an Eligible Employee, will be eligible to participate in the Plan only upon becoming an Eligible Employee. For purposes of determining eligibility to make Salary Deferrals, an Employee will be deemed to commence participation on a timely basis if the Employee is permitted to commence making Salary Deferrals as soon as administratively feasible after satisfying the eligibility conditions under the Plan.

2.02 **Eligible Employees.** Unless specifically excluded under AA §3-1 or under this Section 2.02, all Employees of the Employer are Eligible Employees. AA §3-1 lists various classes of Employees that may be excluded from Plan participation. If an Employee is not an Eligible Employee (e.g., such Employee is a member of a class of Employees excluded under AA §3-1), that individual may not participate under the Plan, unless he/she subsequently becomes an Eligible Employee.

(a) **Only Employees may participate in the Plan.** To participate in the Plan, an individual must be an Employee. If an individual is not an Employee (e.g., the individual performs services with the Employer as an independent contractor) such individual may not participate under the Plan. If an individual who is classified as a non-Employee is later determined by the Employer or by a court or other government agency to be an Employee of the Employer, the reclassification of such individual as an Employee will not create retroactive rights to participate in the Plan. Thus, for example, if the IRS or DOL should find that an independent contractor is really an Employee, such individual will be eligible to participate in the Plan as of the date the IRS or DOL issues a final determination declaring such individual to be an Employee (provided the individual has satisfied all conditions for participating in the Plan (as described in this Section 2)). For periods prior to the date of such final determination, the reclassified Employee will not have any rights to accrued benefits under the Plan, except as agreed to by the Employer or mandated by a court or government agency, or as set forth in an amendment adopted by the Employer.

(b) **Excluded Employees.** The Employer may elect under AA §3-1 to exclude designated classes of Employees. Since a governmental plan is exempt from minimum coverage testing, the Employer may elect to exclude any class of Employees without subjecting the Plan to minimum coverage or nondiscrimination testing.

(1) **Collectively Bargained Employees.** The Employer may elect under AA §3-1(b) to exclude Collectively Bargained Employees. For this purpose, a Collectively Bargained Employee is an Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining.

(2) **Nonresident aliens.** The Employer may elect under AA §3-1(c) to exclude Employees who are nonresident aliens. For this purpose, a nonresident alien is neither a citizen of the United States nor a resident of the United States for U.S. tax purposes (as defined in Code §7701(b)), and who does not have any earned income (as defined in Code §911) for the Employer that constitutes U.S. source income (within the meaning of Code §861). If a nonresident alien Employee has U.S. source income, he/she is treated as satisfying this definition if all of his/her U.S. source income from the Employer is exempt from U.S. income tax under an applicable income tax treaty.

(3) **Leased Employees.** The Employer may elect under AA §3-1(d) to exclude Leased Employees. For this purpose, a Leased Employee is any person (other than an Employee of the Employer) who pursuant to an agreement between the recipient Employer and a leasing organization performs services for the recipient Employer on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the recipient Employer. (See Code §414(n) for rules applicable to the determination of Leased Employees.)

(c) **Employees of Related Employers.** If the Employer is a member of a Related Employer group, Employees of each member of the Related Employer group may participate under this Plan, provided the Related Employer executes a Participating Employer Adoption Page under the Adoption Agreement. If a Related Employer does not execute a Participating Employer Adoption Page, any Employees of such Related Employer are not eligible to participate in the Plan. See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also see Section 16 for rules regarding participation of Employees of Related Employers.

(d) **Ineligible Employee becomes Eligible Employee.** If an Employee changes status from an ineligible Employee to an Eligible Employee, such Employee will become a Participant immediately on the date he/she changes status to an Eligible Employee, provided the Employee has satisfied the Plan's minimum age and service conditions and has passed

the Entry Date (as defined in AA §4-2) that would otherwise have applied had the Employee been an Eligible Employee. If the Employee's original Entry Date (determined as if the Employee was always an Eligible Employee) has not passed as of the date the Employee becomes an Eligible Employee, the Employee will not become a Participant until such Entry Date. This requirement is deemed satisfied with respect to Salary Deferrals if the Employee is permitted to commence making Salary Deferrals under the Plan as soon as administratively feasible after the Employee becomes an Eligible Employee. If an ineligible Employee has not satisfied the Plan's minimum age and service conditions at the time such Employee becomes an Eligible Employee, such Employee will become a Participant on the appropriate Entry Date following satisfaction of the Plan's minimum age and service requirements.

(e) **Eligible Employee becomes ineligible Employee.** If an Employee ceases to qualify as an Eligible Employee (i.e., the Employee changes status from an eligible class to an ineligible class of Employees), such Employee will immediately cease to participate in the Plan. If such Employee should subsequently become an Eligible Employee, he/she will be able to participate in the Plan in accordance with subsection (d) above.

(f) **Improper exclusion of eligible Participant.** If the Plan improperly excludes a Participant who has satisfied the requirements under this Section 2 for participating under the Plan, the Employer may take reasonable action to correct such violation, provided such corrective action is consistent with the requirements of the Employee Plans Compliance Resolution System (EPCRS) program. For example, the violation may be corrected by making an additional contribution to the Plan on behalf of the omitted Participant or by allocating any available forfeitures under the Plan to such Participant to restore any missed contributions under the Plan. (See Rev. Proc. 2013-12 or subsequent IRS guidance for a description of the EPCRS program.)

2.03 **Minimum Age and Service Conditions.** AA §4-1 contains specific elections as to the minimum age and service conditions which an Employee must satisfy prior to becoming eligible to participate under the Plan. A Governmental Plan is exempt from both the ERISA and pre-ERISA eligibility requirements. Therefore, the Plan may provide any minimum age and service requirements under AA §4-1 without the need to comply with the requirements of Code §410(a).

The Employer may elect to apply different minimum age and service requirements for different groups of Employees or for different contribution formulas under AA §4-1(c). In addition, the Employer may select different age and service conditions under AA §4-1 for Salary Deferrals, Matching Contributions, and/or Employer Contributions if the Plan qualifies as a Grandfathered 401(k) Arrangement.

(a) **Application of age and service conditions.** The Employer may elect under AA §4-1 to impose minimum age and service conditions that an Employee must satisfy in order to participate under the Plan.

(1) **Year of Service.** In applying the minimum service requirements under AA §4-1, unless designated otherwise under AA §4-3, an Employee will earn a Year of Service if the Employee completes at least 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in subsection (3) below). The Employer may modify the definition of Year of Service under AA §4-3(a) to require a different number of Hours of Service to earn a Year of Service. An Employee will receive credit for a Year of Service, as of the end of the Eligibility Computation Period during which the Employee completes the required Hours of Service needed to earn a Year of Service. Unless otherwise provided under AA §4-3, an Employee need not be employed for the entire Eligibility Computation Period to receive credit for a Year of Service, provided the Employee completes the required Hours of Service during such period.

(2) **Months of service.** The Employer may elect under AA§4-1(a) to require a specific number of Hours of Service during a designated number of months of employment. If an Employee is required under AA §4-1(a) to complete a certain number of Hours of Service during a designated period, an Employee generally will satisfy the eligibility conditions as of the end of the designated period, regardless of whether the Employee is employed during the entire period. Alternatively, the Employer may elect under AA §4-1(a)(3)(ii) to require an Employee to be employed continuously throughout the designated period provided the Employee is eligible to participate in the Plan upon completing a Year of Service as defined in subsection (1) above.

If an Employee does not complete the required Hours of Service during the designated period or does not work continuously during the designated period, if required under AA §4-1(a)(3)(ii), the Employee will satisfy eligibility upon completion of a Year of Service as defined in subsection (1) above. For purposes of applying the Year of Service requirement, an Employee need not be employed during the entire measuring period as long as the Employee completes the required Hours of Service, as specified under subsection (1) above. For example, an Employee who is not employed throughout the designated period, if required under AA §4-1(a)(5)(ii), would still satisfy the eligibility conditions as of the end of the Eligibility Computation Period if the Employee completes a Year of Service, regardless of whether the Employee is employed during the entire period.

(3) **Eligibility Computation Periods.** Unless provided otherwise under AA §4-3, in determining whether an Employee has earned a Year of Service for eligibility purposes, an Employee's initial Eligibility Computation Period is the 12-month period beginning on the Employee's Employment Commencement Date. Subsequent Eligibility Computation Periods will either be based on Plan Years or Anniversary Years (as set forth in AA §4-3).

(i) **Plan Years.** If the Employer elects under AA §4-3 to base subsequent Eligibility Computation Periods on Plan Years, the Plan will begin measuring Years of Service on the basis of Plan Years beginning with the first Plan Year commencing after the Employee's Employment Commencement Date. Thus, for the first Plan Year following the Employee's Employment Commencement Date, the initial Eligibility Computation Period and the first Plan Year Eligibility Computation Period may overlap.

(ii) **Anniversary Years.** If the Employer elects under AA §4-3(b) to base subsequent Eligibility Computation Periods on Anniversary Years, the Plan will measure Years of Service after the initial Eligibility Computation Period on the basis of 12-month periods commencing with the anniversaries of the Employee's Employment Commencement Date.

(iii) **Rehired Employee.** If an Employee is rehired following a Break in Service, the Employee's initial Eligibility Computation Period following the Employee's return to employment will be measured from the Employee's Reemployment Commencement Date. Subsequent Eligibility Computation Periods will be measured based on the Plan Year or anniversaries of the Reemployment Commencement Date, as designated under subsection (i) or (ii) above. For this purpose, an Employee's Reemployment Commencement Date is the first day the Employee is entitled to be credited with an Hour of Service after the first Eligibility Computation Period in which the Employee incurs a Break in Service.

(4) **Hours of Service.** In calculating an Employee's Hours of Service for purposes of applying the eligibility rules under this Section 2.03, the Employer will count the actual Hours of Service an Employee works during the year. (See Section 1.56 for the definition of Hours of Service). The Employer may elect under AA §4-3 to use an alternative method for crediting service, such as the Equivalency Method or Elapsed Time method (instead of counting the actual Hours of Service an Employee works). (See subsections (5) and (6) below for a description of the Equivalency Method and Elapsed Time method of crediting service.)

(5) **Equivalency Method.** Instead of counting actual Hours of Service in applying the minimum service conditions under this Section 2.03, the Employer may elect under AA §4-3(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(6) **Elapsed Time method.** Instead of counting actual Hours of Service in applying the minimum service requirements under this Section 2.03, the Employer may elect under AA §4-3(c) to apply the Elapsed Time method for calculating an Employee's service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee terminates employment with the Employer. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

In calculating an Employee's aggregate period of service, the Employer may credit an Employee with service for any Period of Severance that lasts less than 12 consecutive months. For this purpose, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary

of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence

(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 a child of the Employee for a period beginning immediately following the birth or placement of such child.

(7) **Amendment of age and service requirements.** If the Plan's minimum age and service conditions are amended, the amendment may consider an Employee who is a Participant immediately prior to the effective date of the amendment as satisfying the amended requirements or may require all Employees to satisfy the amended minimum age and service conditions. If an Employee has not satisfied the minimum age and service conditions as of the effective date of the amendment, the Employee must satisfy the eligibility requirements as amended.. This provision may be modified under the special Effective Date provisions under Appendix A of the Adoption Agreement or under a separate amendment implementing the updated minimum age and service provisions.

(b) **Entry Dates.** Once an Eligible Employee satisfies the minimum age and service conditions (as set forth in AA §4-1), the Employee will be eligible to participate under the Plan as of his/her Entry Date (as set forth in AA §4-2). If the Employer adopts a Grandfathered 401(k) Arrangement as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement, the Employer may elect different Entry Dates with respect to Salary Deferrals, Matching Contributions, and Employer Contributions.

2.04 **Participation on Effective Date of Plan.** Unless designated otherwise under AA §4-4, an Eligible Employee who has satisfied the minimum age and service conditions and reached his/her Entry Date as of the Effective Date of the Plan will be eligible to participate in the Plan as of such Effective Date. If an Employee has satisfied the minimum age and service conditions as of the Effective Date of the Plan but has not yet reached his/her Entry Date, the Employee will be eligible to participate on the appropriate Entry Date. The Employer may modify this rule under AA §4-4 by electing to treat all Employees employed on the Effective Date of the Plan as Participants (regardless of whether they have satisfied the Plan's minimum age and service conditions) or by designating a specific date as of which all Eligible Employees will be deemed to be a Participant, (regardless of whether the Employee has otherwise satisfied the minimum age and service conditions).

2.05 **Rehired Employees**. If a terminated Employee is subsequently rehired, such Employee will be eligible to participate in the Plan on his/her reemployment date, if the Employee is an Eligible Employee and the Employee had satisfied the Plan's minimum age and service conditions prior to his/her termination of employment. If a rehired Employee had not satisfied the Plan's minimum age and service conditions prior to termination of employment, such Employee is eligible to participate in the Plan on the appropriate Entry Date following satisfaction of the eligibility requirements under this Section 2.

2.06 **Service with Predecessor Employers.** To the extent provided under AA §4-5, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan.

2.07 **Break in Service Rules.** Generally, an Employee will be credited with all service earned for the Employer, including service earned prior to the effective date of the Plan and service earned while the Employee is an ineligible Employee. However, the Employer may elect under AA §4-6 to disregard an Employee's service with the Employer under the Break in Service rules. For this purpose, an Employee incurs a Break in Service for any Eligibility Computation Period (as defined in Section 2.03(a)(3)) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects to require less than 1,000 Hours of Service to earn a Year of Service for eligibility purposes, a Break in Service will occur for any Eligibility Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn an eligibility Year of Service.

2.08 **Waiver of Participation.** An Employee may not waive participation under the Plan unless specifically permitted under AA §11-4. For this purpose, the mere failure to make Salary Deferrals or After-Tax Employee Contributions is not a waiver of participation. The Employer may elect under AA §11-4 to permit Employees to make a one-time irrevocable election to not participate under the Plan or may permit Employees to make a one-time irrevocable election to waive any Employer Pick-Up Contributions under the Plan.

SECTION 3
PLAN CONTRIBUTIONS

This Section 3 describes the type of contributions that may be made to the Plan. The type of contributions that may be made to the Plan and the method for allocating such contributions may vary depending on the type of Plan involved. (See Section 5 for a discussion of the limits that apply to any contributions made under the Plan.)

3.01 **Types of Contributions.** An Employer may designate under the Adoption Agreement the amount and type of contributions that may be made under the Plan. The Plan may provide for Employer Contributions (as authorized under AA §6) and, if so elected under AA §6-6, After-Tax Employee Contributions. In addition, the Profit Sharing Plan may provide for Matching Contributions with respect to any After-Tax Employee Contributions under the Plan or Elective Deferrals made under another plan maintained by the Employer. If the Plan qualifies as a Grandfathered 401(k) Arrangement (as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement, the Plan may provide for Salary Deferrals, Employer Contributions, Matching Contributions and After-Tax Employee Contributions.

To share in a contribution under the Plan, an Employee must satisfy all of the conditions for being a Participant (as described in Section 2) and must satisfy any allocation conditions (as described in Section 3.07) applicable to the particular type of contribution. The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions or Matching Contributions with respect to Plan Compensation earned after the date identified in AA §2-5 and no Participant will be permitted to make Salary Deferrals or Employee After-Tax Employee Contributions to the Plan for any period following the effective date of the freeze as identified in AA §2-5.

3.02 **Employer Contribution Formulas.** If permitted under AA §6, the Employer may make an Employer Contribution to the Plan, in accordance with the contribution formula selected under AA §6-2. Subsection (a) below describes the Employer Contributions that may be selected under the Profit Sharing Plan Adoption Agreement, subsection (b) below describes the Employer Contributions that may be made under the Money Purchase Plan Adoption Agreement and subsection (c) below describes the Employer Contributions that may be made under a Grandfathered 401(k) Arrangement Since a governmental plan is exempt from the nondiscrimination requirements, the contribution formulas described in this Section 3.02 need not satisfy the nondiscrimination tests under Code §401(a)(4) or the regulations thereunder.

(a) **Contribution formulas (Profit Sharing Plan).** The Employer may elect under AA §6-2 of the Profit Sharing Plan Adoption Agreement to make any of the following Employer Contributions. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas. Any reference to the Adoption Agreement under this subsection (a) is a reference to the Profit Sharing Plan Adoption Agreement.

(1) **Employer Contributions.** An Employer may designate under AA §6 of the Profit Sharing Adoption Agreement the amount of Employer Contributions that may be made under the Plan. Any Employer Contributions selected under AA §6 will be made in accordance with the contribution formula selected under AA §6-2. Any Employer Contribution must be allocated in accordance with a definite allocation formula as set forth in AA §6-3. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

In determining the amount of Employer Contributions to be allocated to Participants under the Plan, the Plan will take into account Plan Compensation (as defined in Section 1.72) for the Plan Year. The Employer may designate under AA §6-4(a) alternative periods for determining the allocation of Employer Contributions. If alternative periods are designated under AA §6-4(a), a Participant's allocation of Employer Contributions will be determined separately for each designated period based on Plan Compensation earned during such period. If an alternative period is designated under AA §6-4(a), the Employer need not actually make the Employer Contribution during the designated period, provided the total Employer Contribution for the Plan Year is allocated based on the proper Plan Compensation. (If the permitted disparity allocation method applies under AA §6-2(b), the allocation will be based on the Plan Year.)

If the Employer maintains any other qualified plan(s) which cover any Participants under this Plan, the Employer may elect under AA §6-4(c) to reduce such Participants' allocation under this Plan to take into account the benefits provided under the Employer's other qualified plan(s). The Employer describe how the offset will be applied under AA §6-4(c)(2).

(i) **Discretionary Employer Contribution.** If a discretionary contribution is selected under AA §6-2(a), the Employer may decide on an annual basis how much (if any) it wishes to contribute to the Plan as an Employer Contribution. If the Employer elects to make a discretionary contribution, such amount may be allocated under the pro rata, permitted disparity, Employee group, age-based or uniform points allocation method (as selected in AA §6-3).

(A) **Pro rata allocation formula**. Under the pro rata allocation formula, a pro rata share of the Employer Contribution is allocated to each Participant's Employer Contribution Account. A Participant's pro rata share may be determined based on the ratio such Participant's Plan Compensation bears to the total Plan Compensation of all Participants or as a uniform dollar amount, as designated in AA§6-3(a).

(B) **Permitted disparity allocation formula.** Under the permitted disparity allocation formula, the Employer Contribution is allocated to Participants' Employer Contribution Accounts using a two-step method. The Employer may not elect the permitted disparity allocation formula under the Plan if the Employer maintains another qualified plan, covering any of the same Employees, which uses permitted disparity in determining the allocation of contributions or the accrual of benefits under such plan.

(I) **Two-step method.** Under the two-step method, the discretionary Employer Contribution is allocated under the following method:

(a) **Step one.** The Employer Contribution is allocated to each Participant's Employer Contribution Account in the ratio that the sum of each Participant's Plan Compensation plus Excess Compensation (as defined in subsection (II) below) bears to the sum of the total Plan Compensation plus Excess Compensation of all Participants, but not in excess of the Maximum Disparity Rate (as defined in subsection (IV) below).

(b) **Step two.** Any Employer Contribution remaining after the allocation in subsection (a) above one will be allocated in the ratio that each Participant's Plan Compensation bears to the total Plan Compensation of all Participants.

(II) **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level.

(III) **Integration Level.** The Taxable Wage Base, unless specified otherwise under AA §6-3(c)(1).

(IV) **Maximum Disparity Rate.** The Maximum Disparity Rate is the maximum amount that may be allocated with respect to Excess Compensation. Unless provided otherwise under AA §6-3(c)(2), the maximum amount that may be allocated as a percentage of Plan Compensation and Excess Compensation under step one of the two-step allocation method under subsection (I) above, may not exceed the following percentage:

Integration Level (as a percentage of the Taxable Wage Base)	Maximum Disparity Rate
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% and not more than 80%	4.3%
20% or less	5.7%

The Employer may elect to apply a greater Maximum Disparity Rate under AA §6-3(c)(2).

(V) **Taxable Wage Base.** The maximum amount of wages that are considered for Social Security purposes as in effect at the beginning of the Plan Year.

(C) **Uniform points allocation.** Under the uniform points allocation, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's total points for the Plan Year, as determined under AA §6-3(d). A Participant's allocation of the Employer Contribution is determined by multiplying the Employer Contribution by a fraction, the numerator of which is the Participant's total points for the Plan Year and the denominator of which is the sum of the points for all Participants for the Plan Year.

A Participant will receive points for each year(s) of age and/or each Year(s) of Service designated under AA §6-3(d). In addition, a Participant also may receive points based on his/her Plan Compensation. Each Participant will receive the same number of points for each designated year of age and/or service and the same number of points for each designated level of Plan Compensation.

(D) **Employee group allocation.** Under the Employee group allocation method, the Employer may make a different discretionary contribution to each Participant's Employer Contribution Account based on the Employee allocation groups designated under AA §6-3(e). The Employer Contribution made for an allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount. If the Employer Contribution is allocated as a percentage of Plan Compensation, the amount that will be allocated to each Participant within an allocation group is determined by multiplying the Employer Contribution made for that allocation group by the following fraction:

$$\frac{\text{Participant's Plan Compensation}}{\text{Plan Compensation of all Participants in the allocation group}}$$

Alternatively, the Employer may set forth in the description of the Employee groups under AA §6-3(e)(2) a fixed contribution amount for a designated Employee group. If a fixed contribution is provided for a specific Employee group, the amount designated as the fixed contribution will be allocated to each Participant within the designated Employee group.

The Employer must designate how much of the Employer Contribution is made for each of the Employee allocation groups and whether such amounts are allocated on the basis of Plan Compensation or as a uniform dollar amount. The portion of the Employer Contribution designated for a specific allocation group will be allocated only to Participants within that allocation group. If a Participant is in more than one allocation group during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. In the event a Participant is in two or more allocation groups on the last day of the Plan Year, the Participant will receive an Employer Contribution based on the first allocation group listed under AA §6-3(e)(2) in which the Participant is a part. The Employer can provide for a different treatment of Employees in multiple groups under AA §6-3(e)(3)(i).

(E) **Age-based allocation formula.** Under the age-based allocation formula, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor. A Participant's Actuarial Factor is determined based on standard actuarial assumptions using a testing age that is the later of Normal Retirement Age or the Employee's current age. Unless designated otherwise under AA §6-3(f), a Participant's Actuarial Factor is determined based on an 8.5% interest rate and the UP-1984 mortality table. (See Appendix A of the Plan for the Actuarial Factors associated with an 8.5% interest rate and the UP-1984 mortality table and a testing age of 65. If an interest rate other than 8.5% or a mortality table other than the UP-1984 mortality table is selected under AA §6-3(f), or if a testing age other than age 65 is used, the Plan must determine the appropriate Actuarial Factors based on the designated interest rate, mortality table and testing age.)

(ii) **Fixed Employer Contribution.** The Employer may elect under AA §6-2(b) to make a fixed contribution to the Plan. The Employer may elect under AA §6-2(b)(1) or (2) to make a fixed contribution as a designated percentage of Plan Compensation or as a uniform dollar amount. If a fixed contribution is selected under AA §6-2(b)(1) or (2), the Employer Contribution will be allocated under the fixed contribution formula under AA §6-3(b) in accordance with the selections made in AA §6-2(b).

(iii) **Service-based Employer Contribution.** If elected in AA §6-2(c), the Employer may make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4(a)).The Employer may elect to make the service-based contribution as a discretionary contribution or as a fixed contribution. Any such contribution will be allocated on the basis of Participants' Hours of Service, weeks of employment or other measuring period selected under AA §6-2(c). The Employer Contribution will be allocated under the service-based allocation formula under AA §6-3(g).

(iv) **Frozen Plan.** The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions with respect to Plan Compensation earned after the date identified in AA §2-5. If the Plan holds any unallocated forfeitures at the time the Plan is frozen, such forfeitures may be allocated to all eligible Participants in accordance with Section 6.11 in the year the Plan is frozen, regardless of any contrary selections under AA §8-7.

(2) **Matching Contributions.** The Employer may elect under AA §6A of the Profit Sharing Plan Adoption Agreement to authorize Matching Contributions under the Plan. The Employer may elect to provide Matching Contributions with respect to After-Tax Employee Contributions or Employer Pick-Up Contributions authorized under AA §6-6 or with respect to Elective Deferrals under another plan, 457(b) plan or 403(b) plan maintained by the Employer. If the Employer elects to make a Matching Contribution based on the Employee's Elective Deferrals or Roth Deferrals under another plan, 457(b) plan or 403(b) plan, the Employer shall make a Matching Contribution on behalf of any Eligible Participant who makes Elective Deferrals or Roth Deferrals to the plan designated under AA §6A-3(b). Any such Matching Contribution made to the Plan will be allocated under the formula elected in AA §6A-2. Any such Matching Contributions will be in addition to any Matching Contributions made with respect to After-Tax Employee Contributions or Employer Pick-Up Contributions under the Plan.

If the Employer elects more than one Matching Contribution formula under AA §6A-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

(i) **Period for determining Matching Contributions.** AA §6A-5 sets forth the period for which the Matching Contribution formula(s) applies. For this purpose, the period designated in AA §6A-5 applies for purposes of determining the amount of Elective Deferrals (and After-Tax Employee Contributions or Employer Pick-Up Contributions, if applicable) taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Elective Deferrals, After-Tax Employee Contributions or Employer Pick-Up Contributions that may be taken into account under the Matching Contribution formula(s). (See subsection (ii) for rules applicable to true-up contributions where the Employer contributes Matching Contributions to the Plan on a different period than selected under AA §6A-5.)

(ii) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make true-up contributions for Participants. Such true-up contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than is used for purposes of determining the amount of Salary Deferrals taken into account under AA §6A-5. If a true-up contribution is required under this subsection (ii), the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan.

(b) **Employer Contribution formulas (Money Purchase Plan).** The Employer may elect under AA §6 of the Money Purchase Plan Adoption Agreement to make any of the following Employer Contributions. Each Participant will receive an allocation of Employer Contributions equal to the amount determined under the contribution formula elected under AA §6-2. Any reference to the Adoption Agreement under this subsection (b) is a reference to the Money Purchase Plan Adoption Agreement. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

In determining the amount of Employer Contributions to be allocated to Participants under the Plan, the Plan will take into account Plan Compensation (as defined in Section 1.72) for the Plan Year. The Employer may designate under AA §6-4 alternative periods for determining the allocation of Employer Contributions. If alternative periods are designated under AA §6-4, a Participant's allocation of Employer Contributions will be determined separately for each designated period based on Plan Compensation earned during such period. If an alternative period is designated under AA §6-4, the Employer need not actually make the Employer Contribution during the designated period, provided the total Employer Contribution for the Plan Year is allocated based on the proper Plan Compensation. (If the permitted disparity allocation method applies under AA §6-2(b), the allocation will be based on the Plan Year.)

If the Employer maintains any other qualified plan(s) which cover any Participants under this Plan, the Employer may elect under AA §6-3(b) to reduce such Participants' allocation under this Plan to take into account the benefits provided under the Employer's other qualified plan(s). The Employer may describe under AA §6-3(b)(2) how the offset will be applied.

(1) **Uniform Employer Contribution.** If elected under AA §6-2(a), the Employer will make a contribution to each Participant under the Plan as a uniform percentage of Plan Compensation or as a uniform dollar amount, as designated in AA§6-2(a).

(2) **Permitted disparity contribution formula.** If elected under AA §6-2(b), the Employer will make a permitted disparity contribution to each Participant using either the individual or group method. The Employer may not elect the permitted disparity contribution formula under the Plan if the Employer maintains another qualified plan, covering any of the same Employees, which uses permitted disparity in determining the allocation of contributions or the accrual of benefits under such plan.

(i) **Individual method**. Under the individual method, each Participant will receive an allocation of the Employer Contribution equal to the amount determined under the contribution formula under AA §6-2(b)(1). A Participant may not receive an allocation with respect to Excess Compensation that exceeds the Maximum Disparity Rate.

(A) **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level.

(B) **Integration Level.** The Taxable Wage Base, unless specified otherwise under AA §6-2(b)(3).

(C) **Maximum Disparity Rate.** The Maximum Disparity Rate is the maximum amount that may be allocated with respect to Excess Compensation under the permitted disparity formula. Unless provided otherwise under AA §6-2(b)(3), the maximum amount that may be allocated as a percentage of Plan Compensation and Excess Compensation is the following percentage:

Integration Level (as a percentage of the Taxable Wage Base)	Maximum Disparity Rate
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% and not more than 80%	4.3%
20% or less	5.7%

The Employer may elect to apply a greater Maximum Disparity Rate under AA §6-2(b)(3)(ii).

(D) **Taxable Wage Base.** The maximum amount of wages that are considered for Social Security purposes as in effect at the beginning of the Plan Year.

(ii) **Group method.** Under the group method, the Employer contributes a fixed percentage of total Plan Compensation of all Participants. The Employer Contribution is then allocated under the two-step method (as described in subsection (a)(1)(i)(B)(I) above). In determining Excess Compensation, the Integration Level is the Taxable Wage Base, unless designated otherwise under AA §6-2(b)(3).

(3) **Employee group contribution formula.** Under the Employee group contribution formula, the Employer may make a different contribution to each Participant's Employer Contribution Account based on the designated Employee groups identified under AA §6-2(c).

The Employer Contribution made for a designated Employee group will be allocated to each eligible Participant in such group as a uniform percentage of Plan Compensation or as a uniform dollar amount, as designated in AA §6-2(c)(2). The Employer also may elect to allocate an amount to each eligible Participant in a designated Employee group the maximum amount permissible under Code §415. See Section 5.02.

The Employee groups designated in AA §6-2(c) must be clearly defined in a manner that will not violate the definite determinable requirement of Treas. Reg. §1.401-1(b)(1)(ii). The portion of the Employer Contribution designated for a specific Employee group will be allocated only to Participants within that group. If a Participant is in more than one Employee group during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. In the event a Participant is in two or more Employee groups on the last day of the Plan Year, the Participant will receive an Employer Contribution based on the first Employee group listed under AA §6-2(c) in which the Participant is a part. The Employer can provide for a different treatment of Employees in multiple groups as part of the group description in AA §6-2(c)(1).

(4) **Age-based contribution formula.** Under the age-based contribution formula, the Employer will contribute a specific percentage of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor. A Participant's Actuarial Factor must be determined based on standard actuarial assumptions using a testing age that is the later of Normal Retirement Age or the Employee's current age. Unless designated otherwise under AA §6-2(d), a Participant's Actuarial Factor is determined based on an 8.5% interest rate and the UP-1984 mortality table. (See Appendix A of the Plan for the Actuarial Factors associated with an 8.5% interest rate and the UP-1984 mortality table and a testing age of 65. If an interest rate other than 8.5% or a mortality table other than the UP-1984 mortality table is selected under AA §6-2(d), or if a testing age other than age 65 is used, the Plan must determine the appropriate Actuarial Factors based on the designated interest rate, mortality table and testing age.)

(5) **Service-based Employer Contribution.** If elected in AA §6-2(e), the Employer will make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4.) The Employer Contribution will be allocated on the basis of Participants' Hours of Service, weeks of employment or other measuring period selected under AA §6-2(e).

(6) **Frozen Plan.** The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions with respect to Plan Compensation earned after the date identified in AA §2-5. If the Plan holds any unallocated forfeitures at the time of the termination, such forfeitures may be allocated to all eligible Participants in accordance with Section 6.11 in the year of the termination, regardless of any contrary selections under AA §8-5.

(c) **Contribution formulas (Grandfathered 401(k) Plan).** If the Employer is eligible to maintain a Grandfathered 401(k) Arrangement (as defined under Section 2-3(b)), the Employer may elect under the Adoption Agreement to make Employer Contributions, Matching Contributions and/or Salary Deferrals. Any reference to the Adoption Agreement under this subsection (c) is a reference to the Grandfathered 401(k) Plan Adoption Agreement.

(1) **Employer Contributions.** An Employer may designate under AA §6 of the Grandfathered 401(k) Plan Adoption Agreement the amount of Employer Contributions that may be made under the Plan. The same rules apply with respect to Employer Contributions under the Grandfathered 401(k) Arrangement as apply under the Profit Sharing Plan, as set forth under subsection (a), above. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas.

(2) **Salary Deferrals.** The Employer may elect under AA §6A of the Grandfathered 401(k) Plan Adoption Agreement to authorize Participants to make Salary Deferrals under the Plan. A Participant's total Salary Deferrals may not exceed the lesser of any limitation designated under AA §6A-2, the Elective Deferral Dollar Limit described under Section 5.03, or the amount permitted under the Code §415 Limitation described under Section 5.02. The Employer may elect under AA §6A-2(b) of the Grandfathered 401(k) Plan Adoption Agreement to apply a different limit on Salary Deferrals to the extent such Salary Deferrals are withheld from a Participant's bonus payments.

(i) **Salary Deferral Election.** In order to make Salary Deferrals under the Plan, a Participant must enter into a Salary Deferral Election which authorizes the Employer to withhold a specific dollar amount or a specific percentage from the Participant's Plan Compensation. The Salary Reduction Agreement may permit a Participant to specify a different percentage or dollar amount be withheld from specified components of Plan Compensation, such as base pay, bonuses, commissions, etc. In addition, the Salary Deferral Election may provide that the Employee's deferral election will increase by a designated amount unless the Employee affirmatively elects otherwise. The Employer will deposit any amounts withheld from a Participant's Plan Compensation as Salary Deferrals into the Participant's Salary Deferral Account under the Plan. A Salary Deferral Election may only relate to Plan Compensation that is not currently available at the time the Salary Deferral Election is completed. In determining the amount to be withheld from a Participant's Plan Compensation, a Salary Deferral election may be rounded to the next highest or lowest whole dollar amount.

The Employer may designate under AA §6A-8 of the Grandfathered 401(k) Plan Adoption Agreement to apply a special effective date as of which Participants may begin making Salary Deferrals under the Plan. Regardless of any special effective date designated under AA §6A-8, a Salary Deferral Election may not be effective prior to the later of:

(A) the date the Employee becomes a Participant;

(B) the date the Participant executes the Salary Deferral Election; or

(C) the date the Plan is first adopted or effective.

In addition, Salary Deferrals made pursuant to a Salary Deferral Election may not be made earlier than the date the Participant performs the services to which such Salary Deferrals relate or the date the compensation subject to such Salary Deferral Election would be currently available to the Participant absent the deferral election (if earlier). Regardless of when a Participant elects to commence making Salary Deferrals, the Employer may delay commencement for a reasonable period of time in order to implement the Salary Deferral election.

A Salary Deferral Election is valid even though it is executed by an Employee before he/she actually has qualified as a Participant, so long as the Salary Deferral Election is not effective before the date the Employee is a Participant.

(ii) **Change in deferral election.** An Employee must be permitted to enter into a new Salary Deferral Election or to modify or terminate an existing Salary Deferral Election at least once a year. The Employer may designate additional dates on the Salary Deferral Election form (or other written procedures) as to when a Participant may modify or terminate a Salary Deferral Election Alternatively, the Employer may designate under AA §6A-6 of the Grandfathered 401(k) Plan Adoption Agreement specific dates for a Participant to modify or terminate an existing Salary Deferral Election. Any election to modify or terminate a Salary Deferral Election will take effect within a reasonable period following such election and will apply only on a prospective basis. Regardless of any specific dates designated under AA §6A-6, the Employer may allow an Employee to increase his/her deferral election up to the Elective Deferral Dollar Limit at any time during the last two months of the Plan Year.

(iii) **Automatic Contribution Arrangement.** The Employer may elect under AA §6A-7 of the Grandfathered 401(k) Plan Adoption Agreement to provide for an automatic deferral election under the Plan. If the Employer elects to apply an automatic deferral election, the Employer will automatically withhold the amount designated under AA §6A-7 from Participants' Plan Compensation, unless the Participant completes a Salary Deferral Election electing a different deferral amount (including a zero deferral amount). Unless provided otherwise under AA §6A-7, an Employee who is automatically enrolled under a prior plan document will continue to be automatically enrolled under the current Plan document.

(A) **Automatic increase.** The Plan may provide under AA §6A-7 of the Grandfathered 401(k) Plan Adoption Agreement that the automatic deferral amount will automatically increase by a designated percentage each Plan Year. Unless designated otherwise under AA §6A-7(a)(4), in applying any automatic deferral increase under AA §6A-7, the initial deferral amount will apply for the period that begins when the employee first participates in the automatic contribution arrangement and ends on the last day of the following Plan Year. The automatic increase will apply for each Plan Year beginning with the Plan Year immediately following the initial deferral period and for each subsequent Plan Year.

(B) **Annual notice requirement.** Each eligible Employee must receive a written notice describing the Participant's rights and obligations under the Plan which is sufficiently accurate and comprehensive to apprise the Employee of such rights and obligations, and is written in a manner calculated to be understood by the average Plan Participant. The annual notice only needs to be provided to those Employees who are covered under the Automatic Contribution Arrangement. If it is impractical to provide the annual notice to a newly eligible Participant before the date such individual becomes eligible to participate under the Plan, the notice will be treated as timely if it is provided as soon as practicable after such date and the Employee is permitted to defer from Plan Compensation earned beginning on the date of participation.

(C) **Timing of annual notice.** The annual notice must be provided within a reasonable period before the beginning of each Plan Year (or, in the year an Employee becomes an eligible Employee, within a reasonable period before the Employee becomes an eligible Employee). In addition, a notice satisfies the timing requirements only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice and before the first Salary Deferral made under the arrangement to make an alternative deferral election. The annual notice will be deemed timely if it is provided to each eligible Employee at least 30 days (and no more than 90 days) before the beginning of each Plan Year. In the case of an Employee who does not

receive the notice within such period because the Employee becomes an eligible Employee after the 90th day before the beginning of the Plan Year, the timing requirement is deemed to be satisfied if the notice is provided no more than 90 days before the Employee becomes an eligible Employee (and no later than the date the Employee becomes an eligible Employee).

(D) **Timing of automatic deferral.** Generally, the automatic deferral will commence as of the date the Employee is otherwise eligible to make Salary Deferrals under the Plan, if the Employee had completed a Salary Deferral Election. However, the automatic deferral will be treated as timely if the automatic deferral commences no later than the earlier of the pay date for the second payroll period or the pay date that occurs at least 30 days following the later of:

(I) the date on which the Employee first becomes an Eligible Employee (or becomes an Eligible Employee following a rehire); or

(II) the date on which such Employee is provided notice of the automatic deferral,

but in no event later then the time period prescribed in Code §410(a) or any other regulations thereunder.

(E) **Permissible Withdrawals.** If so elected under AA §6A-7(b) of the Grandfathered 401(k) Plan Adoption Agreement, effective for Plan Years beginning on or after January 1, 2008, any Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election may elect to withdraw such contributions (and earnings attributable thereto) in accordance with the requirements of this subsection (E). A permissible withdrawal under this subsection (E) may be made without regard to any elections under AA §10 and will not cause the Plan to fail the prohibition on in-service distribution applicable to Salary Deferrals under Section 7.10(c).

(I) **Amount of distribution.** A distribution satisfies the requirement of this subsection (E) if the distribution is equal to the amount of Salary Deferrals made pursuant to the automatic deferral election through the effective date of the withdrawal election (as described in subsection (III)) adjusted for allocable gains and losses as of the date of the distribution.

The distribution amount determined under this subsection (I) may be reduced by any generally applicable fees. However, the Plan may not charge a greater fee for a permissible distribution under this subsection (E) than applies with respect to other Plan distributions.

(II) **Timing of permissive withdrawal election.** An election to withdraw Salary Deferrals under this subsection (E) must be made no later than 90 days after the date of the first default Salary Deferral. The date of the first default Salary Deferral is the date that the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income. The Employer may designate an alternative period for making permissive withdrawals under AA §6A-7(b)(3).

(III) **Effective date of permissible withdrawal.** The effective date of a permissible withdrawal election cannot be later than the pay date for the second payroll period that begins after the election is made or, if earlier, the first pay date that occurs at least 30 days after the election is made. If an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

(IV) **Consequences of permissible withdrawal.** Any amount distributed under this subsection (E) is includible in the Employee's gross income for the taxable year in which the distribution is made. However, the portion of any distribution consisting of Roth Deferrals is not included in an Employee's gross income a second time. In addition, a permissible withdrawal under this subsection (E) is not subject to any penalty tax under Code §72(t). Unless the Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Salary Deferrals made on the Employee's behalf as of the date specified in subsection (III) above.

(iv) **Catch-Up Contributions.** If permitted under AA §6A-4 of the Grandfathered 401(k) Plan Adoption Agreement, a Participant who is aged 50 or over by the end of his/her taxable year beginning in the calendar year may make Catch-Up Contributions, provided such Catch-Up Contributions are in excess

of an otherwise applicable limit under the Plan. For this purpose, an otherwise applicable Plan limit is a limit in the Plan that applies to Salary Deferrals without regard to Catch-up Contributions, such as a Plan-imposed Salary Deferral limit under AA §6A-2, the Code §415 Limitation (described in Section 5.02), or the Elective Deferral Dollar Limit (described in Section 5.03).

(A) **Catch-Up Contribution Limit.** Catch-up Contributions for a Participant for a taxable year may not exceed the Catch-Up Contribution Limit. The Catch-Up Contribution Limit for taxable years beginning in 2010 through 2014 is $5,500. For taxable years beginning after 2014, the Catch-Up Contribution Limit will be adjusted for cost-of-living increases under Code §414(v)(2)(C). The Employer may operationally limit Catch-Up Contributions so that a Participant's total Catch-Up Contributions, when added to other Salary Deferrals, may not exceed 75 percent of the Participant's Plan Compensation for the taxable year.

(B) **Special treatment of Catch-Up Contributions.** Catch-up Contributions are not subject to the Elective Deferral Dollar Limit or the Code §415 Limitation.

(v) **Roth Deferrals.** For Plan Years beginning on or after January 1, 2006, if permitted under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement, a Participant may designate all or a portion of his/her Salary Deferrals as Roth Deferrals. For this purpose, a Roth Deferral is a Salary Deferral that satisfies the following conditions.

(A) **Irrevocable election.** The Participant makes an irrevocable election (at the time the Participant enters into his/her Salary Deferral Election) designating all or a portion of his/her Salary Deferrals as Roth Deferrals. The irrevocable election applies with respect to Salary Deferrals that are made pursuant to such election. A Participant may modify or change a Salary Deferral Election to increase or decrease the amount of Salary Deferrals designated as Roth Deferrals, provided such change or modification applies only with respect to Salary Deferrals made after such change or modification. (See subsection (ii) above for rules regarding the timing of permissible changes or modifications to a Participant's Salary Deferral Election.)

(B) **Subject to immediate taxation.** To the extent a Participant designates all or a portion of his/her Salary Deferrals as Roth Deferrals, such amounts will be includible in the Participant's income at the time the Participant would have received the contribution amounts in cash if the Employee had not made the Salary Deferral election.

(C) **Separate account.** Any amounts designated as Roth Deferrals will be maintained by the Plan in a separate Roth Deferral Account. The Plan will credit and debit all contributions and withdrawals of Roth Deferrals to such separate Account. The Plan will separately allocate gains, losses, and other credits and charges to the Roth Deferral Account on a reasonable basis that is consistent with such allocations for other Accounts under the Plan. However, in no event may the Plan allocate forfeitures under the Plan to the Roth Deferral Account. The Plan will separately track Participants' accumulated Roth Deferrals and the earnings on such amounts.

(D) **Satisfaction of Salary Deferral requirements.** Roth Deferrals are subject to the same requirements as apply to Salary Deferrals. Thus Roth Deferrals are subject to the following requirements:

(I) Roth Deferrals are always 100% vested, as provided in Section 6.01.

(II) Roth Deferrals are subject to the Elective Deferral Dollar Limit, as described in Section 5.03. For this purpose, all Salary Deferrals (both Pre-Tax Salary Deferrals and Roth Deferrals) are aggregated in applying the Elective Deferral Dollar Limit.

(III) Roth Deferrals are subject to the same distribution restrictions as apply to Salary Deferrals under Section 7.10(c). See Section 7.11(b) for special distribution provisions applicable to Roth Deferrals.

(IV) Roth Deferrals are subject to the required minimum distribution requirements under Code §401(a)(9), as set forth in Section 8.

(E) Rollover of Roth Deferrals.

(I) Rollovers from this Plan. For purposes of the rollover rules under Section 7.04, a Direct Rollover of a distribution from a Participant's Roth Deferral Account will only be made to another Roth Deferral Account under a qualified plan described in Code §401(a) or an annuity contract or custodial account described in Code §403(b) or to a Roth IRA described in §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

(II) Rollovers to this Plan. Subject to the provisions under Section 3.05, a Participant may make a Rollover Contribution to his/her Roth Deferral Account only if the rollover is a Direct Rollover from another Roth Deferral Account under a qualified retirement plan (as described in Section 3.05) and only to the extent the rollover is permitted under the rules of Code §402(c). A rollover of Roth Deferrals may not be made to this Plan from a Roth IRA. Any rollover of Roth Deferrals to this Plan will be held in a separate Roth Rollover Account.

(III) Minimum rollover amount. The Plan will not provide for a Direct Rollover for distributions from a Participant's Roth Deferral Account if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200. In addition, any distribution from a Participant's Roth Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year.

(IV) Separate treatment of Roth Deferrals. The provisions under Section 7.04 that allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from the Participant's Roth Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(3) Matching Contributions. The Employer may elect under AA §6B of the Grandfathered 401(k) Plan Adoption Agreement to authorize Matching Contributions under the Plan. If the Employer elects more than one Matching Contribution formula under AA §6B-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

(i) Contributions eligible for Matching Contributions. The Matching Contribution formula(s) apply to Salary Deferrals, Catch-Up Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions made under the Plan, to the extent authorized under the Adoption Agreement. In addition, the Employer may elect under AA §6B-3(g) to match Elective Deferrals under another qualified plan, 403(b) plan or 457(b) plan maintained by the Employer. If the Employer elects to make a Matching Contribution based on the Employee's Elective Deferrals or Roth Deferrals under another qualified plan, 403(b) plan or 457(b) plan, the Employer shall make a Matching Contribution on behalf of any eligible Participant who makes Elective Deferrals or Roth Deferrals to the plan designated under AA §6B-3(g). Any such Matching Contribution made to the Plan will be allocated in accordance with any special provisions added under AA §6B-3(b). Any such Matching Contributions will be in addition to any Matching Contributions made with respect to Salary Deferrals, After-Tax Employee Contributions, Catch-Up Contributions and/or Employer Pick-Up Contributions under this Plan.

(ii) Period for determining Matching Contributions. AA §6B-5 sets forth the period for which the Matching Contribution formula(s) applies. For this purpose, the period designated in AA §6B-5 applies for purposes of determining the amount of Salary Deferrals, Catch-Up Contributions, After-Tax Employee Contributions, and/or Employer Pick-Up Contributions taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Salary Deferrals that may be taken into account under the Matching Contribution formula(s). (See subsection (iii) for rules applicable to true-up contributions where the Employer contributes Matching Contributions to the Plan on a different period than selected under AA §6B-5.)

If the Employer elects a discretionary Matching Contribution under the Plan, the Employer may elect to make a different Matching Contribution for each period for which Matching Contributions are determined under the Plan. Thus, for example, if the discretionary Matching Contribution is based on the

Plan Year quarter, the Employer may elect to make a different level of Matching Contribution for each Plan Year quarter. The Matching Contribution for the full Plan Year must be taken into account in applying the ACP Test with respect to such Plan Year.

(iii) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make true-up contributions for Participants. True-up contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than the period that is used to determine the amount of the Matching Contributions under AA §6B-5. For example, if Matching Contributions apply with respect to Salary Deferrals made for the Plan Year, but the Employer contributes the Matching Contributions on a quarterly basis, the Employer may have to make a true-up contribution to any Participant based on Salary Deferrals for the Plan Year. If a true-up contribution is required under this subsection (iii), the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan. If true-up contributions will not be made for any Participant under the Plan, payroll period should be selected under AA §6B-5(a).

If Matching Contributions are determined on a period other than the Plan Year, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Matching Contributions were determined on a Plan Year basis. If an additional discretionary Matching Contribution is made under this subsection (iii), such contribution must be provided to all eligible Participants who would otherwise be entitled to a true-up contribution based on Plan Compensation for the Plan Year.

3.03 **Employer Pick-Up Contributions.** The Employer may elect under AA §6-6(c) to make Employer Pick-Up Contributions. A Employer Pick-Up Contribution is a contribution made by an Employee that is "picked up" by the Employer in accordance with Code §414(h)(2). If the Employer elects to provide Employer Pick-Up Contributions under AA §6-6(c), a Participant who meets the eligibility requirements of AA §4-1 shall be deemed to have authorized the Employer to deduct the amount designated under AA §-6-6(c) from the Participant's Plan Compensation prior to payment. Contributions picked-up under this Section 3.03 will be withheld from the Employee's compensation and deposited into the Participant's Employer Pick-up Contribution Account. Contributions that are picked up under this Section 3.03 will be treated as Employer Contributions under the Plan and such contributions and earnings thereon will be 100% vested at all times.

To constitute an Employer Pick-up Contribution under this Section 3.03, the Employer must:

(a) specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee,

(b) take the action necessary to effectuate the pick-up, which must be completed before the period to which such contributions relate,

(c) exclude from the Employee's gross income the contributions picked up by the Employer until such time as they are distributed to the Employee, and

(d) prohibit an Employee from opting out of the Employer Pick-up Contribution and prohibit the receipt of the contributed amounts directly instead of having them paid by the Employer to the Plan.

To satisfy the requirements of this Section 3.03, the Employer Pick-Up Contributions must be effectuated by a person duly authorized to take such action with respect to the Employer and must be evidenced by a contemporaneous written document, such as minutes from a meeting, a resolution, an ordinance or this Plan document. Any Participating Employee may not enter into a cash or deferred election (within the meaning of Treas. Reg. § 1.401(k)-1(a)(3)) with respect to the designated Employee contributions, at any time from or after the date of the implementation of the Employer Pick-Up Contribution. For example, a Participant may not opt out of the Employer Pick-Up Contribution or receive the contributed amounts directly instead of having them paid by the Employer into the Plan.

3.04 **After-Tax Employee Contributions.** The Employer may elect under AA §6-6 to allow Participants to make After-Tax Employee Contributions under the Plan. If permitted under AA §6-6, a Participant's compensation will be reduced by the amount the Participant elects to contribute as an After-Tax Employee Contribution. The After-Tax Employee Contributions may be Voluntary After-Tax Employee Contributions as designated under AA §6-6(a) or may be Mandatory After-Tax Employee Contributions as designated under AA §6-6(b). Any After-Tax Employee Contributions made under the Plan will be held in Participants' After-Tax Employee Contribution Account, which is always 100% vested.

A Participant may increase, decrease, discontinue or resume his/her After-Tax Employee Contributions as designated under AA §6-6. An Employee must be permitted to modify or terminate an existing After-Tax Employee Contribution election at least once a year. The Employer may designate additional dates on the After-Tax Employee Contribution election form (or other

written procedures) as to when a Participant may commence, modify or terminate After-Tax Employee Contributions. Alternatively, the Employer may designate under AA §6-6(a)(2) specific dates as of which a Participant may commence, modify or terminate Voluntary After-Tax Employee Contributions. Any election to modify or terminate an After-Tax Employee Contribution election will take effect within a reasonable period following such election and will apply only on a prospective basis.

A Participant may withdraw amounts from his/her After-Tax Employee Contribution Account at any time, in accordance with the distribution rules under Section 7.10(a), except as otherwise provided under AA §10. No forfeitures will occur solely as a result of an Employee's withdrawal of After-Tax Employee Contributions. The Employer may collect Participants' After-Tax Employee Contributions using payroll reduction or other collection procedures. The Employer may designate in AA §6-6(a)(3) or AA §6-6(b)(2), as applicable, or in separate administrative procedures any special rules regarding the acceptance of After-Tax Employee Contributions. Any separate procedures will apply uniformly to all Participants under the Plan.

3.05 **Rollover Contributions.** An Employee (or former Employee) may make a Rollover Contribution to this Plan from a qualified retirement plan or from an IRA, if the acceptance of rollovers is permitted under AA §C-2 or if the Plan Administrator adopts administrative procedures regarding the acceptance of Rollover Contributions. Subject to the provisions under Section 3.02(c)(2)(v)(E) relating to rollovers of Roth Deferrals, any Rollover Contribution an Employee (or former Employee) makes to this Plan will be held in the Employee's Rollover Contribution Account, which is always 100% vested. A Participant may withdraw amounts from his/her Rollover Contribution Account at any time, in accordance with the distribution rules under Section 7, except as prohibited under AA §10. Any amounts received as a Rollover Contribution under this Section 3.05 will not be treated as an Annual Addition for purposes of applying the Code §415 Limitation described in Section 5.02.

For purposes of this Section 3.05, a qualified retirement plan is a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in §403(b) of the Code, or an eligible plan under §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. To qualify as a Rollover Contribution under this Section, the Rollover Contribution must be transferred directly from the qualified retirement plan or IRA in a Direct Rollover or must be transferred to the Plan by the Employee within sixty (60) days following receipt of the amounts from the qualified plan or IRA.

If Rollover Contributions are permitted, an Employee (or former Employee) may make a Rollover Contribution to the Plan even if the Employee is not a Participant with respect to any or all other contributions under the Plan, unless otherwise prohibited under AA §C-2 or separate administrative procedures adopted by the Plan Administrator. An Employee who makes a Rollover Contribution to this Plan prior to becoming a Participant shall be treated as a Participant only with respect to such Rollover Contribution Account, but shall not be treated as a Participant with respect to other contribution sources under the Plan until he/she otherwise satisfies the eligibility conditions under the Plan. To the extent Participant loans are authorized under the Plan, a "limited Participant" under this paragraph may request a Participant loan from the Rollover Contribution Account, unless provided otherwise under AA §B-3 or separate administrative procedures adopted by the Plan Administrator.

The Plan Administrator may refuse to accept a Rollover Contribution if the Plan Administrator reasonably believes the Rollover Contribution:

(a) is not being made from a proper plan or IRA;

(b) is not being made within sixty (60) days from receipt of the amounts from a qualified retirement plan or IRA;

(c) could jeopardize the tax-exempt status of the Plan; or

(d) could create adverse tax consequences for the Plan or the Employer.

Prior to accepting a Rollover Contribution, the Plan Administrator may require the Employee to provide satisfactory evidence establishing that the Rollover Contribution meets the requirements of this Section.

The Plan Administrator may apply different conditions for accepting Rollover Contributions from qualified retirement plans and IRAs. For example, the Plan Administrator may decide in its discretion whether to accept a Direct Rollover of a loan note from another qualified plan. Any conditions on Rollover Contributions must be applied uniformly to all Employees under the Plan.

3.06 **Deductible Employee Contributions.** The Plan Administrator will not accept deductible employee contributions that are made for a taxable year beginning after December 31, 1986. Contributions made prior to that date will be maintained in a separate Account which will be nonforfeitable at all times. The Account will share in the gains and losses under the Plan in the same manner as described in Section 10.03(d). No part of the deductible voluntary contribution Account will be used to purchase life insurance. The Participant may withdraw any part of the deductible voluntary contribution Account by making a written application to the Plan Administrator.

3.07 **Allocation Conditions.** In order to receive an allocation of Employer Contributions and/or Matching Contributions, a Participant must satisfy any allocation conditions designated under the Adoption Agreement with respect to such contributions. If the Employer elects to apply a minimum service requirement for Employer Contributions and/or Matching Contributions, the Employer may elect to base such minimum service requirement on the basis of Hours of Service or on the basis of consecutive days of employment under the Elapsed Time method.

(a) **Special rule for year of termination.** A last day employment condition automatically applies for any Plan Year in which the Plan is terminated, regardless of whether the Employer has elected to apply a last day employment condition under the Adoption Agreement. If there are unallocated forfeitures at the time of Plan termination, such forfeitures will be allocated to Participants under the Plan's procedures for allocating forfeitures.

(b) **Service with Predecessor Employers.** To the extent provided by the Employer under AA §4-5, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the allocation conditions under this Section 3.07.

3.08 **Contribution of Property.** Subject to the consent of the Trustee, the Employer may make its contribution to the Plan in the form of property.

SECTION 4
SPECIAL RULES AFFECTING GOVERNMENTAL PLANS AND INDIAN TRIBAL GOVERNMENT PLANS

4.01 **Governmental Plan.** Provided the Plan is properly adopted by an entity that meets the requirements for establishing and maintaining a Governmental Plan under Code §414(d), this Plan is a qualified plan under Code §401(a).

(a) **Governmental Plan exemptions.** As a Governmental Plan, this Plan is exempt from Title I of ERISA and certain qualification rules under Code §401(a), including:

(1) The minimum age and service rules under Code §410(a) and the minimum coverage rules under Code §410(b).

(2) The minimum vesting requirements of Code §411, including minimum vesting schedules, consent requirements for plan distributions, and the anti-cutback rule under Code §411(d)(6).

(3) The nondiscrimination requirements under Code §§401(a)(4), 401(k) and 401(m).

(4) The top-heavy rules under Code §416.

(5) The joint and survivor annuity rules under Code §§401(a)(11) and 417.

(6) The requirements for protecting benefits pursuant to a plan merger or a transfer of plan assets and liabilities, as prescribed by Code §401(a)(12).

(7) The anti-assignment rule under Code §401(a)(13). However, the Code provisions relating to the taxability of benefits distributed pursuant to a Qualified Domestic Relations Order (QDRO) are applicable to benefits payable to an alternate payee under the QDRO. See Code §414(p)(11).

(8) The commencement of benefit requirements under Code §401(a)(14).

(9) The protections under Code §401(a)(19).

(b) **Adoption Agreement elections.** An Employer's election of provisions similar to requirements applicable to plans covered under Title I of ERISA or to otherwise inapplicable qualification requirements under Code §401(a) will not affect the Plan's status as a Governmental Plan under Section 1.53. Provided the Employer is qualified to maintain a Governmental Plan, the Plan remains exempt from ERISA and certain Code requirements as a Governmental Plan.

4.02 **Plan of Indian Tribal Government Treated as Governmental Plan.** A Plan established and maintained by:

(a) an Indian Tribal Government, as defined in Code §7701(a)(40),

(b) a subdivision of an Indian Tribal Government, determined in accordance with Code §7871(d), or

(c) an agency or instrumentality of either subsection (a) or (b)

is treated as a Governmental Plan, provided the conditions in this Section 4.02 are satisfied.

To qualify as a Governmental Plan, the Plan must cover only Employees substantially all of whose services are in the performance of essential government functions, but not in the performance of commercial activities (whether or not essential government functions). The interpretation of these conditions, including the meaning of essential government function and commercial activities, is determined under applicable regulations. Provided the requirements of this Sections 4.02 are satisfied, the Plan may include a cash or deferred arrangement as provided under Code §401(k).

4.03 **FICA Replacement Plan,** An Employee who satisfies the requirements as a Qualified Participant under subsection (b) will be exempt from FICA tax as provided under Code §3121(b)(7)(F) if the requirements under this Section 4.03are satisfied. The Plan may be identified as a FICA Replacement Plan under AA §2-3(c).

(a) **Minimum benefit requirement.** The Plan must provide a minimum retirement benefit as set forth under this subsection (a). For this purpose, the Plan satisfies the minimum retirement benefit requirement with respect to an Employee if allocations to the Employee's Account (without regard to any earnings allocated to the Employee's Account) are at least 7.5% of the Employee's Plan Compensation for service with the Employer. Matching Contributions by the Employer may be taken into account for this purpose.

(1) **Definition of Plan Compensation.** The definition of Plan Compensation used in determining whether the minimum retirement benefit requirement under this subsection (a) is satisfied must be at least equal to the Employee's base pay, provided such designation is reasonable under all the facts and circumstances. Thus, the Employer may elect under AA §5-3 to exclude items such as overtime pay, bonuses, or fringe benefits. In addition, the Employer may elect under AA §5-3(l) to exclude any compensation in excess of the contribution base described in Code §3121(x) as of the beginning of the Plan Year.

(2) **Reasonable rate of earnings.** An Employee's Account must be credited with a reasonable rate of earnings. This requirement is satisfied if Employees' Accounts are held in a separate trust that is subject to general fiduciary standards and are credited with actual earnings under the Plan.

(3) **Employee Contributions.** Contributions from both the Employer and Employee may be used to make up the 7.5% allocation requirement under subsection (a). If the Plan only provides for Employee Contributions, the Plan will satisfy the minimum benefit requirement under subsection (a) if the total Employee Contributions are at least 7.5% of Plan Compensation.

(b) **Qualified Participant.** An Employee is a Qualified Participant under the Plan with respect to the services performed on a given day if, on that day, the Employee has satisfied all conditions (other than vesting) for receiving an allocation under the Plan that meets the minimum retirement benefit requirement under subsection (a). An Employee will be a Qualified Participant on any day with respect to compensation earned during a period ending on that day and beginning on or after the beginning of the Plan Year, regardless of whether the allocations were made or accrued before the effective date of Code §3121(b)(7)(F).

(1) **Part-Time, Seasonal and Temporary Employees.** A Part-Time, Seasonal, or Temporary Employee is not a Qualified Participant on a given day unless any benefit relied upon to meet the minimum benefit requirement under subsection (a) is 100% vested. A Part-Time, Seasonal or Temporary Employee's benefit is considered 100% vested on a given day if on that day the Employee is unconditionally entitled to a single-sum distribution on account of death or separation from service of an amount that is at least equal to 7.5% of Plan Compensation for all periods of service taken into account in determining whether the Employee's benefit meets the minimum retirement benefit requirement under subsection (a).

(2) **Alternative lookback rule.** The Employer may elect to apply the alternative lookback rule described in Treas. Reg. §31.3121(b)(7)-2(d)(3) in determining whether an Employee is a Qualified Participant. Under the alternative lookback rule, an Employee may be treated as a Qualified Participant throughout a calendar year if the Employee is a Qualified Participant at the end of the Plan Year ending in the previous calendar year. For this purpose, if the alternative lookback rule is used, an Employee may be treated as a Qualified Participant on any given day during the first Plan Year of participation if it is reasonable on such day to believe that the Employee will be a Qualified Participant on the last day of such Plan Year.

(c) **Special rule for short period.**. An Employee may not be treated as a Qualified Participant if Plan Compensation for less than a full plan year or other 12-month period is regularly taken into account in determining allocations to the Employee's Account for the Plan Year unless, under all of the facts and circumstances, such arrangement is not a device to avoid the imposition of FICA taxes. For example, an arrangement under which Plan Compensation taken into account under AA §5-3 is limited to the contribution base described in section 3121(x)(1) is not considered a device to avoid FICA taxes by reason of such limitation.

SECTION 5
LIMITS ON CONTRIBUTIONS

5.01 **Limits on Employer Contributions.** Any contributions the Employer makes under the Plan are subject to the limitations set forth in this Section 5.

(a) **Limitation on total Employer Contributions.** All Employer Contributions the Employer makes under the Plan are subject to the Code §415 Limitation, as described in Section 5.02 below. For purposes of applying the Code §415 Limitation, Employer Contributions include any Employer Contributions, Matching Contributions, or Salary Deferrals made under the Plan. See the definition of Annual Additions under Section 5.02(c)(1) below.

(b) **Limitation on Salary Deferrals.** If the Employer adopts the Grandfathered 401(k) Arrangement, any Salary Deferrals made under the Plan are subject to the Elective Deferral Dollar Limit, as described in Section 5.03 below.

5.02 **Code §415 Limitation.**

(a) **No other plan participation.** If the Participant does not participate in, and has never participated in another qualified retirement plan, a welfare benefit fund (as defined under Code §419(e)), an individual medical account (as defined under Code §415(l)(2)), or a SEP (as defined under Code §408(k)) maintained by the Employer which provides an Annual Addition as defined in subsection (c)(1), then the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan.

If an Employer Contribution that would otherwise be contributed or allocated to a Participant's Account will cause that Participant's Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated to such Participant will be reduced so that the Annual Additions allocated to such Participant's Account for the Limitation Year will equal the Maximum Permissible Amount. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

(b) **Participation in another plan.** This subsection (b) applies if, in addition to this Plan, the Participant receives an Annual Addition during any Limitation Year from another Defined Contribution Plan, a welfare benefit fund (as defined under Code §419(e)), an individual medical account (as defined under Code §415(l)(2)), or a SEP (as defined under Code §408(k)) maintained by the Employer.

(1) **This Plan's Code §415 Limitation.** The Annual Additions that may be credited to a Participant's Account under this Plan for any Limitation Year will not exceed the Maximum Permissible Amount (defined in subsection (c)(6) below) reduced by the Annual Additions credited to a Participant's Account under any other Defined Contribution Plan, welfare benefit fund, individual medical account, or SEP maintained by the Employer for the same Limitation Year.

(2) **Annual Additions reduction.** If the Annual Additions with respect to the Participant under any other Defined Contribution Plan, welfare benefit fund, individual medical account, or SEP maintained by the Employer are less than the Maximum Permissible Amount and the Annual Additions that would otherwise be contributed or allocated to the Participant's Account under this Plan would exceed the Code §415 Limitation for the Limitation Year, the amount contributed or allocated will be reduced so that the Annual Additions under all such Plans and funds for the Limitation Year will equal the Maximum Permissible Amount. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

(3) **No Annual Additions permitted.** If the Annual Additions with respect to the Participant under such other Defined Contribution Plan(s), welfare benefit fund(s), individual medical account(s), or SEP(s) in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

(c) Definitions.

(1) **Annual Additions.** The amounts credited to a Participant's Account for the Limitation Year that are taken into account in applying the Code §415 Limitation, including:

(i) Employer Contributions, including Matching Contributions and Salary Deferrals;

(ii) After-Tax Employee Contributions;

(iii) Forfeitures;

(iv) Amounts allocated to an individual medical account (as defined in Code §415(l)(2)), which is part of a pension or annuity plan maintained by the Employer;

(v) Amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer ; and

(vi) Allocations under a SEP (as defined in Code §408(k)).

An Annual Addition is credited to a Participant's Account for a particular Limitation Year if such amount is allocated to the Participant's Account as of any date within that Limitation Year. An Annual Addition will not be deemed credited to a Participant's Account for a particular Limitation Year unless such amount is actually contributed to the Plan no later than 30 days after the time prescribed by law for filing the Employer's income tax return (including extensions) for the taxable year with or within which the Limitation Year ends. In the case of After-Tax Employee Contributions, such amount shall not be deemed credited to a Participant's Account for a particular Limitation Year unless the contributions are actually contributed to the Plan no later than 30 days after the close of that Limitation Year.

(2) **Defined Contribution Dollar Limitation.** $40,000, as adjusted under Code §415(d).

(3) **Employer.** For purposes of this Section 5.02, Employer shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations (as defined in §414(b) of the Code as modified by §415(h)), all commonly controlled trades or businesses (as defined in §414(c) of the Code as modified by §415(h)) or affiliated service groups (as defined in §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 §414(o) of the Code.

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

(5) **Limitation Year.** The Plan Year, unless the Employer elects another 12-consecutive month period under AA §11-2(a). 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. If the Plan has an initial Plan Year that is less than 12 months, the Limitation Year for such first Plan Year is the 12-month period ending on the last day of that Plan Year, unless otherwise specified in AA §11-2(a).

If an Employer has multiple Limitation Years (e.g., due to the maintenance of multiple Defined Contribution Plans by a group of Related Employers), and a Participant is credited with Annual Additions in only one Defined Contribution Plan, the Code §415 Limitation is applied only with respect to that Plan. If a Participant is credited with Annual Additions in more than one Defined Contribution Plan, each such Plan satisfies the Code §415 Limitation based on Annual Additions for the Limitation Year with respect to such plan, plus any amounts credited to the Participant's Account under all other plans required to be aggregated pursuant to Code §415(f).

(6) **Maximum Permissible Amount.** For Limitation Years beginning on or after January 1, 2002, the maximum Annual Additions that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) the Defined Contribution Dollar Limitation, or

(ii) 100 percent of the Participant's Total Compensation for the Limitation Year.

The Total Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code §401(h) or §419A(f)(2)) which is otherwise treated as an Annual Addition.

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

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

If a short Limitation Year is created because the Plan has an *initial* Plan Year that is less than 12 months, no proration of the Defined Contribution Dollar Limitation is required, unless provided otherwise under AA §11-2(d). (See subsection (5) above for the rule allowing the use of a full 12-month Limitation Year for the first year of the Plan, thereby avoiding the need to prorate the Defined Contribution Dollar Limitation.)

(7) **Total Compensation.** The amount of compensation as defined under Section 1.89, subject to the Employer's election under AA §5-2.

(i) **Self-Employed Individuals.** For a Self-Employed Individual, Total Compensation is such individual's Earned Income.

(ii) **Total Compensation actually paid or made available.** For purposes of applying the limitations of this Section 5.02, Total Compensation for a Limitation Year is the Total Compensation actually paid or made available to an Employee during such Limitation Year. However, if elected in AA §5-4(c), the Employer may include in Total Compensation for a Limitation Year amounts earned but not paid in the Limitation Year because of the timing of pay periods and pay days, but only if:

(A) the amounts are paid during the first few weeks of the next Limitation Year,

(B) such amounts are included on a uniform and consistent basis with respect to all similarly-situated employees, and

(C) no amounts are included in Total Compensation in more than one Limitation Year.

(iii) **Disabled Participants.** Total Compensation does not include any imputed compensation for the period a Participant is Disabled. However, the Employer may elect under AA §11-2(b) to include under the definition of Total Compensation, the amount a terminated Participant who is permanently and totally Disabled (as defined in Section 1.28) would have received for the Limitation Year if the Participant had been paid at the rate of Total Compensation paid immediately before becoming permanently and totally Disabled. If the Employer elects under AA §11-2(b) to include imputed compensation for a Disabled Participant, a Disabled Participant will receive an allocation of any Employer Contribution the Employer makes to the Plan based on the Employee's imputed compensation for the Plan Year. Any Employer Contributions made to a Disabled Participant under this subsection (iii) are fully vested when made and will be made only to Non-Highly Compensated Employees. Any modifications made to the definition of Disabled (under AA §9-4(b)) will not apply to this section.

(d) **Restorative payments.** Restorative payments are not considered Annual Additions for any Limitation Year. For this purpose, restorative payments are payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments.

(e) **Corrective provisions.** The Plan is amended to eliminate any specific correction methods for correcting excess annual additions. If the Plan is eligible for self-correction under Rev. Proc. 2013-12 (or successive guidance), the Employer may use reasonable correction methods (including the correction methods described in § 1.415-6(b)(6) of the 1981 IRS regulations) to the extent permitted under the IRS correction program.

(f) **Change of Limitation Year**. Where there is a change of Limitation Year, a "short" Limitation Year exists for the period beginning with the first day of the Limitation Year and ending on the day before the change in Limitation Year is effective. For this purpose, if the Plan is terminated effective as of a date other than the last day of the Limitation Year, the Plan is treated as if it were amended to change its Limitation Year.

5.03 **Elective Deferral Dollar Limit.** The Elective Deferral Dollar Limit under this Section 5.03 applies with respect to Salary Deferrals under the Grandfathered 401(k) Arrangement. Under this Elective Deferral Dollar Limit, an Employee may not make Elective Deferrals under this Plan (and any other plan, contract or arrangement maintained by the Employer) during any calendar year in an amount that exceeds the Elective Deferral Dollar Limit in effect for the Participant's

taxable year beginning in such calendar year. Additional restrictions apply if a Participant participates in a plan maintained by an unrelated employer. (See subsection (b)(6) below.)

The Elective Deferral Dollar Limit is $17,500 for taxable years beginning in 2013 and 2014. For taxable years beginning after 2014, the Elective Deferral Dollar Limit will be adjusted for cost-of-living increases under Code §402(g)(4). Any such adjustments will be in multiples of $500.

If a Participant is aged 50 or over by the end of the taxable year, the Elective Deferral Dollar Limit is increased by the Catch-Up Contribution Limit (as defined in Section 3.02(c)(2)(iv)(A)). If the Plan does not provide for Catch-up Contributions, the Elective Deferral Dollar Limit is not increased by the Catch-Up Contribution Limit.

(a) **Excess Deferrals.** Excess Deferrals are Elective Deferrals made during the Participant's taxable year that exceed the Elective Deferral Dollar Limit (as described above) for such year; counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer. (See subsection (b)(6) below for provisions that apply when a Participant makes Elective Deferrals to a plan of an unrelated Employer.)

(b) **Correction of Excess Deferrals.** If a Participant makes Excess Deferrals (i.e., Elective Deferrals in excess of the Elective Deferral Dollar Limit) under this Plan and any other plan maintained by the Employer, such Excess Deferrals (plus allocable income or loss) shall be distributed to the Participant. A distribution of Excess Deferrals may be made at any time (subject to the correction provisions under the IRS voluntary correction program as described in Rev. Proc. 2013-12 or subsequent guidance). If the corrective distribution of Excess Deferrals is made by April 15 of the calendar year following the year the Excess Deferrals are made to the Plan, such amounts will be taxable in the year of deferral but not in the year of distribution. If a corrective distribution of Excess Deferrals is made after April 15 of the following calendar year, such amounts will be taxable in both the year of deferral and the year of distribution. See subsection (3) below.

(1) **Amount of corrective distribution.** The amount to be distributed from this Plan as a correction of Excess Deferrals equals the amount of Elective Deferrals the Participant contributes during the taxable year to this Plan and any other plan maintained by the Employer in excess of the Elective Deferral Dollar Limit, reduced by any corrective distribution of Excess Deferrals the Participant receives during the calendar year from this Plan or other plan(s) maintained by the Employer. If a Participant has both a Pre Tax-Deferral Account and a Roth Deferral Account, the Participant may designate the extent to which the corrective distribution of Excess Deferrals is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account under AA §6A-5. If a Participant does not designate the Account(s) from which the distribution will be made, the corrective distribution will be made first from the Participant's Pre-Tax Deferral Account.

(2) **Allocable gain or loss.** A corrective distribution of Excess Deferrals must include any allocable gain or loss for the taxable year in which the Excess Deferrals are contributed to the Plan. The gain or loss allocable to Excess Deferrals may be determined in any reasonable manner, provided the manner used to determine allocable gain or loss is applied consistently for all Participants and in a manner that is reasonably reflective of the method used by the Plan for allocating income to Participants' Accounts. A corrective distribution of Excess Deferrals will not include any income or loss allocable to the period between the end of the taxable year and the date of distribution.

(3) **Taxation of corrective distribution.** If a corrective distribution of Excess Deferrals is made by April 15 of the following calendar year, amounts attributable to the Excess Deferrals will be includible in the Participant's gross income in the taxable year in which such amounts are deferred under the Plan and amounts attributable to income or loss on the Excess Deferrals will be includible in gross income in the year of distribution. However, a corrective distribution of Excess Deferrals will not be included in gross income to the extent such distribution is comprised of Roth Deferrals. A Roth Deferral is treated as an Excess Deferral only to the extent that the total amount of Roth Deferrals for an individual exceeds the applicable limit for the taxable year or the Roth Deferrals are identified as Excess Deferrals and the individual receives a distribution of the Excess Deferrals and allocable income under this paragraph.

If a corrective distribution of Excess Deferrals is made after April 15, the amount of the corrective distribution attributable to Excess Deferrals will be includible in the Participant's gross income in both the taxable year in which such amounts are deferred under the Plan and the taxable year in which such amounts are distributed. (See Section 7.11(b)(2) for a discussion of the ordering rules for determining the Accounts from which the corrective distribution is made where a Participant has both a Pre-Tax Deferral Account and a Roth Deferral Account.)

If a corrective distribution of Excess Deferrals made after April 15 of the following calendar year apply to Excess Deferrals that are Roth Deferrals, such amounts are includible in gross income (without adjustment for

any return of investment in the contract under Code §72(e)(8)). In addition, such distribution cannot be a "qualified distribution" as described in Code §402A(d)(2) and is not an Eligible Rollover Distributions (within the meaning of Code §402(c)(4)). For this purpose, if a Roth Deferral account includes any Excess Deferrals, any distributions from the Roth Deferral account are treated as attributable to those Excess Deferrals until the total amount distributed from the Roth Deferral account equals the total of such Excess Deferrals and attributable income.

(4) **Coordination with other provisions.** A corrective distribution of Excess Deferrals made by April 15 of the following calendar year may be made without consent of the Participant or the Participant's Spouse, and without regard to any distribution restrictions applicable under Section 7. A corrective distribution of Excess Deferrals made by the appropriate April 15 also is not treated as a distribution for purposes of applying the required minimum distribution rules under Section 8.

(5) **Suspension of Salary Deferrals.** If a Participant's Salary Deferrals under this Plan, in combination with any Elective Deferrals the Participant makes during the calendar year under any other plan maintained by the Employer, equal or exceed the Elective Deferral Dollar Limit, the Employer may suspend the Participant's Salary Deferrals under this Plan for the remainder of the calendar year without the Participant's consent.

(6) **Correction of Excess Deferrals under plans not maintained by the Employer.** The correction provisions under this subsection (b) apply only if a Participant makes Excess Deferrals under this Plan (or under this Plan and other plans maintained by the Employer). However, if a Participant has Excess Deferrals for a calendar year on account of making Elective Deferrals to a plan of an unrelated employer, the Participant may assign to this Plan any portion of his/her Elective Deferrals made under all plans during the calendar year to the extent such Elective Deferrals exceed the Elective Deferral Dollar Limit. The Participant must notify the Plan Administrator in writing on or before March 1 of the following calendar year of the amount of the Excess Deferrals to be assigned to this Plan. If any Roth Deferrals were made to a plan, the notification must also identify the extent to which, if any, the Excess Deferrals are comprised of Roth Deferrals.

Upon receipt of a timely notification, the Excess Deferrals assigned to this Plan will be distributed (along with any allocable income or loss) to the Participant in accordance with the corrective distribution provisions under this subsection (b). A Participant is deemed to notify the Plan Administrator of Excess Deferrals (including any portion of Excess Deferrals that are comprised of Roth Deferrals) to the extent such Excess Deferrals arise only under this Plan and any other plan maintained by the Employer.

SECTION 6
PARTICIPANT VESTING AND FORFEITURES

6.01 **Vesting of Contributions.** A Participant's vested interest in his/her Employer Contribution Account and Matching Contribution Account is determined based on the vesting schedule elected in AA §8. A Participant is always fully vested in his/her Employer Pick-Up Contribution Account, Salary Deferral Account, After-Tax Employee Contribution Account, and Rollover Contribution Account.

6.02 **Vesting Schedules.** A Participant's vested interest in his/her Employer Contribution Account and/or Matching Contribution Account is determined by multiplying the Participant's vesting percentage (determined under the applicable vesting schedule selected in AA §8) by the total amount under the applicable Account.

(a) **Full and immediate vesting schedule.** Under the full and immediate vesting schedule, the Participant is always 100% vested in his/her Account Balance.

(b) **6-year graded vesting schedule.** Under the 6-year graded vesting schedule, an Employee vests in his/her Employer Contribution Account and/or Matching Contribution Account in the following manner:

After 2 Years of Service – 20% vesting
After 3 Years of Service – 40% vesting
After 4 Years of Service – 60% vesting
After 5 Years of Service – 80% vesting
After 6 Years of Service – 100% vesting

(c) **3-year cliff vesting schedule.** Under the 3-year cliff vesting schedule, an Employee is 100% vested after 3 Years of Service. Prior to the third Year of Service, the vesting percentage is zero.

(d) **Modified vesting schedule.** Under the modified vesting schedule, the Employer may designate the vesting percentage that applies for each Year of Service.

6.03 **Special vesting rules.**

(a) **Normal Retirement Age.** Unless designated otherwise under AA §8-2(b), regardless of the Plan's vesting schedule, an Employee's right to his/her Account Balance is fully vested upon the date he/she attains Normal Retirement Age (as defined in AA §7-1), provided the Employee is still employed at such time.

(b) **100% vesting upon death, disability, or Early Retirement Age.** The Employer may elect under AA §8-4 to allow a Participant's vesting percentage to automatically increase to 100% if the Participant dies, becomes Disabled, and/or attains Early Retirement Age while employed by the Employer.

(c) **Vesting upon merger, consolidation or transfer.** No accelerated vesting will be required solely because a Defined Contribution Plan is merged with another Defined Contribution Plan, or because assets are transferred from a Defined Contribution Plan to another Defined Contribution Plan.

(d) **Vesting schedules applicable to prior contributions.** If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting, but the Plan no longer provides for such contributions, the Plan will continue to apply the vesting schedule applicable to those contributions as determined under the prior Plan document. See Section 6.11(e) for the rules applicable to forfeitures of such prior contributions. The Employer may document any prior vesting schedule in AA §A-7.

6.04 **Year of Service.** An Employee's position on the vesting schedule is dependent on the Employee's Years of Service with the Employer. Generally, an Employee will earn a vesting Year of Service for each Vesting Computation Period (as defined in Section 6.05) during which the Employee completes at least 1,000 Hours of Service (or the Hours of Service designated under AA §8-5(a)). Alternatively, the Employer may elect to calculate Years of Service using the Elapsed Time method (as defined in subsection (b) below).

(a) **Hours of Service.** Unless the Employer elects to use the Elapsed Time method under AA §8-5(c), vesting Years of Service will be determined based on an Employee's Hours of Service earned during the Vesting Computation Period.

(1) **Actual Hours of Service.** In determining an Employee's vesting Years of Service, the Employer will credit an Employee with the actual Hours of Service earned during the Vesting Computation Period, unless the Employer elects under AA §8-5(d) to determine Hours of Service using the Equivalency Method.

(2) **Equivalency Method.** Instead of counting actual Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(3) **Employee need not be employed for entire Vesting Computation Period.** Unless provided otherwise under AA §8-5(e), if an Employee completes the required Hours of Service during a Vesting Computation Period, the Employee will receive credit for a Year of Service as of the end of such Vesting Computation Period, even if the Employee is not employed for the entire Vesting Computation Period.

(b) **Elapsed Time method.** Instead of using Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(c) to apply the Elapsed Time method for calculating an Employee's vesting service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee terminates employment with the Employer. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

In calculating an Employee's aggregate period of service, the Employer may credit an Employee with service for any Period of Severance that lasts less than 12 consecutive months. For this purpose, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

(1) by reason of the pregnancy of the Employee,

(2) by reason of the birth of a child of the Employee,

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

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

For purposes of applying the Elapsed Time method, unless otherwise provided, service will be credited for employment with any Related Employer.

6.05 **Vesting Computation Period.** Generally, the Vesting Computation Period is the Plan Year. Alternatively, the Employer may elect under AA §8-5(b) to use the 12-month period commencing on the Employee's date of hire (or reemployment date, if applicable) and each subsequent 12-month period commencing on the anniversary of such date or the Employer may elect to use any other 12-consecutive month period as the Vesting Computation Period.

6.06 **Excluded service.** Generally, all service with the Employer counts for purposes of applying the Plan's vesting schedules. However, the Employer may elect under AA §8-3 to exclude certain service with the Employer in calculating an Employee's vesting Years of Service.

(a) **Service before the Effective Date of the Plan.** The Employer may elect under AA §8-3(b) to exclude service earned during any period prior to the date the Employer established the Plan or a Predecessor Plan. For this purpose, a Predecessor Plan is a qualified plan maintained by the Employer that is terminated within the 5-year period immediately preceding or following the establishment of this Plan. A Participant's service under a Predecessor Plan must be counted for purposes of determining the Participant's vested percentage under this Plan.

(b) **Service before a specified age.** The Employer may elect under AA §8-3(c) to exclude service before an Employee attains a specified age. An Employee will be credited with a Year of Service for the Vesting Computation Period during which the Employee attains the required age, provided the Employee satisfies all other conditions required for a Year of Service.

6.07 **Service with Predecessor Employers.** To the extent provided, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan.

6.08 **Break in Service Rules.** In addition to any service excluded under Section 6.06, the Employer may elect under AA §8-6 to disregard an Employee's vesting service with the Employer earned prior to a Break in Service. For this purpose, an Employee incurs a Break in Service for any Vesting Computation Period (as defined in Section 6.05) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects to require less than 1,000 Hours of Service to earn a vesting Year of Service, a Break in Service will occur for any Vesting Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a vesting Year of Service.

6.09 **Special Vesting Rule - In-Service Distribution When Account Balance is Less than 100% Vested.** If amounts are distributed from a Participant's Employer Contribution Account or Matching Contribution Account at a time when the Participant's vested percentage in such amounts is less than 100% and the Participant may increase the vested percentage in the Account Balance:

(a) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(b) At any relevant time the Participant's vested portion of the separate Account will be equal to an amount ("X") determined by the formula:

$X = P (AB + D) - D$

Where:

P is the vested percentage at the relevant time;

AB is the Account Balance at the relevant time; and

D is the amount of the distribution.

6.10 **Forfeiture of Benefits.** A Participant will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account upon the occurrence of any of the events described below or at any such time as the Plan Administrator determines. The Plan Administrator has the responsibility to determine the amount of a Participant's forfeiture. Until an amount is forfeited pursuant to this Section 6.10, a Participant's entire Account must remain in the Plan and continue to share in gains and losses of the Trust. A Participant will not forfeit any of his/her nonvested Account until the occurrence of one of the following events.

(a) **Cash-Out Distribution.** Following termination of employment, a Participant may receive a total distribution of his/her vested benefit under the Plan (a Cash-Out Distribution) in accordance with the distribution provisions under Section 7. If a Participant receives a Cash-Out Distribution upon termination of employment, the Participant's nonvested benefit under the Plan will be forfeited in accordance with subsection (1) below. If at the time of termination, a Participant is totally nonvested in his/her entire Account Balance, the Participant will be deemed to receive a total Cash-Out Distribution of his/her entire vested Account Balance (i.e., a deemed Cash-Out Distribution of zero dollars) as of the date of termination, subject to the forfeiture provisions under subsection (1) below.

A Cash-Out Distribution does not occur until such time as the Participant receives a distribution of his/her entire vested Account Balance, including amounts attributable to Salary Deferrals. If a Participant receives a distribution of less than the entire vested portion of his/her Account Balance (including any additional amounts to be allocated under subsection (1)(ii) below), the Participant will not be treated as receiving a Cash-Out Distribution until such time as the Participant receives a distribution of the remainder of the vested portion of his/her Account Balance.

(1) **Timing of forfeiture.** Unless elected otherwise under AA §8-8(b), if a Participant receives a Cash-Out Distribution of his/her vested Account Balance (as defined in subsection (a) above), the Participant will immediately forfeit the nonvested portion of such Account Balance, as of the date of the distribution or deemed distribution (as determined under subsection (i) or (ii) below, whichever applies). (See Section 6.11 below for a discussion of the treatment of forfeitures under the Plan.)

(i) **No further allocations.** For purposes of applying the Cash-Out Distribution rules, a terminated Participant who receives a total distribution of his/her vested Account Balance will be treated as receiving the Cash-Out Distribution as of the date the Participant receives such distribution (or in the case of a deemed Cash-Out Distribution (as described in subsection (a) above) as of the date the Participant terminates employment), provided the Participant is not entitled to any further allocations under the Plan for the Plan Year in which the Participant terminates employment. The Participant' will forfeit his/her nonvested benefit as of the date the Participant receives the Cash-Out Distribution, in accordance with the provisions under Section 6.11.

(ii) **Additional allocations.** For purposes of applying the Cash-Out Distribution rules, if upon termination of employment, a Participant is entitled to an additional allocation for the Plan Year in which the Participant terminates, such Participant will not be deemed to receive a Cash-Out Distribution until such time as the Participant receives a distribution of his/her entire vested Account Balance, including any amounts that are still to be allocated under the Plan. Thus, a terminated Participant who is entitled to an additional allocation (e.g., an additional Employer Contribution) for the Plan Year of termination will not be deemed to have a total Cash-Out Distribution until the Participant receives a distribution of such additional amounts. In the case of a deemed Cash-Out Distribution (as described in subsection (a) above), if the Participant is entitled to an additional allocation under the Plan for the Plan Year in which the Participant terminates employment, the deemed Cash-Out Distribution is deemed to occur on the first day of the Plan Year following the Plan Year in which the termination occurs, provided the Participant is still totally nonvested in his/her Account Balance.

(iii) **Modification of Cash-Out Distribution rules.** The Employer may elect under AA §8-8(a) to modify the Cash-Out Distribution provision under subsection (ii) above to provide that the Cash-Out Distribution and related forfeiture occur immediately upon distribution (or deemed distribution) of the terminated Participant's vested Account Balance, without regard to whether the Participant is entitled to an additional allocation under the Plan.

(b) **Five-Year Forfeiture Break in Service.** If a Participant has five (5) consecutive one-year Breaks in Service (a Five-Year Forfeiture Break in Service), all Years of Service after such Breaks in Service will be disregarded for the purpose of vesting in the portion of the Participant's Employer Contribution Account and/or Matching Contribution Account that accrued before such Breaks in Service. A Participant who incurs a Five-Year Forfeiture Break in Service will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account as of the end of the Vesting Computation Period in which the Participant incurs the fifth consecutive Break in Service. Except as provided under Section 6.08, a Participant who is rehired after incurring a Five-Year Forfeiture Break in Service will be credited with both pre-break and post-break service for purposes of determining his/her vested percentage in amounts that accrue under the Plan after the Five Year Forfeiture Break in Service.

(c) **Missing Participant or Beneficiary.** If a Participant or Beneficiary cannot be located within a reasonable period following a reasonable diligent search, the missing Participant's or Beneficiary's Account may be forfeited, as provided in subsection (2) below. An Employer will be deemed to have performed a reasonable diligent search if it performs the actions described in subsection (1) below. In determining whether a reasonable period has elapsed following a reasonable diligent search, the Employer or Plan Administrator may follow any applicable guidance provided under statute, regulation, or other IRS or DOL guidance of general applicability. However, the Employer or Plan Administrator will be deemed to have waited a reasonable period following a reasonable diligent search if the Employer or Plan Administrator waits at least 6 months following the completion of the actions described in subsection (1) below.

(1) **Reasonable diligent search.** The Employer or Plan Administrator will be deemed to have performed a reasonable diligent search if it performs the following actions:

(i) Send a certified letter to the Participant's or Beneficiary's last known address.

(ii) Check related plan records of the Employer (e.g., health plan records) to determine if a more current address exists for the Participant or Beneficiary.

(iii) If the Participant cannot be located, the Employer or Plan Administrator may attempt to identify and contact any individual that the Participant has designated as a Beneficiary under the Plan for updated information concerning the location of the missing Participant.

(iv) Utilize the Social Security Administration (SSA) letter-forwarding service for locating lost participants. Additional information regarding the SSA letter forwarding program can be located at www.ssa.gov.)

(v) In addition to the search methods discussed above, the Employer or Plan Administrator may use other search methods, including the use of Internet search tools, commercial locator services, and credit reporting agencies to locate the missing Participant.

(2) **Forfeiture of Account of missing Participant or Beneficiary.** If a Participant or Beneficiary is deemed to be missing (as described in this subsection (c)), the Plan Administrator may forfeit the distributable amount attributable to such missing Participant or Beneficiary, as permitted under applicable laws and regulations. If, after an amount is forfeited under this subsection (2), the missing Participant or Beneficiary is located, the Plan will restore the forfeited amount (unadjusted for gains or losses) to such Participant or Beneficiary within a reasonable time. However, if a missing Participant or Beneficiary has not been located by the time the Plan terminates, the forfeiture of such Participant's or Beneficiary's distributable amount will be irrevocable.

(3) **Expenses attributable to search for missing Participant,** Reasonable expenses attendant to locating a missing Participant may be charged to such Participant's Account, provided that the amount of such expenses is reasonable. The Plan Administrator may take into account the size of a Participant's Account in relation to the cost of the search when deciding how extensive a search is required before declaring such Participant as missing under subsection (c).

(d) **Excess Deferrals.** If a Participant receives a distribution of Excess Deferrals, the portion of his/her Matching Contribution Account (whether vested or not) which is attributable to such distributed amounts will be forfeited. A forfeiture of Matching Contributions under this subsection (d) occurs in the Plan Year in which the Participant receives the distribution of Excess Deferrals.

6.11 **Allocation of Forfeitures.** The Employer may elect in AA §8-7 how it wishes to allocate forfeitures under the Plan. Forfeitures may be used in the Plan Year in which the forfeitures occur or in the Plan Year following the Plan Year in which the forfeitures occur. In applying the forfeiture provisions under the Plan, if there are any unused forfeitures as of the end of the Plan Year designated in AA §8-7(d) or (e), as applicable, any remaining forfeiture will be used (as designated in AA §8-7) in the immediately following Plan Year. The Employer may elect under AA §8-7 to allocate forfeitures in any manner permitted under this Section 6.11.

(a) **Reallocation as additional contributions under Profit Sharing Plan Adoption Agreement.** The Employer may elect in AA §8-7 to reallocate forfeitures as additional contributions under the Plan. If the Employer elects under the Profit Sharing Plan Adoption Agreement to reallocate forfeitures as additional contributions, the Employer may allocate such amounts as additional Employer Contributions and/or additional Matching Contributions. If the forfeitures allocated under this subsection (a) relate to discretionary contributions, such amounts may be allocated in the same manner as selected under AA §6-3 with respect to the contribution type being allocated. If the forfeitures relate to fixed contributions, such amounts may be allocated in addition to such fixed contributions in the ratio that the Plan Compensation of each Participant bears to the Plan Compensation of all Participants. In allocating forfeitures under this subsection (a), the Employer may take into account any limits under AA §6B-4 in determining the amount of forfeitures to be allocated as additional Matching Contributions. In applying the provisions of this subsection (a), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of his/her own Account. A Participant may share in any additional forfeitures to the extent the Participant is eligible to receive an allocation of such forfeitures under AA §8-6.

(b) **Reallocation as additional Employer Contributions under Money Purchase Plan Adoption Agreement.** The Employer may elect in AA §8-7 to reallocate forfeitures as additional Employer Contributions under the Plan. If the Employer elects under the Money Purchase Plan Adoption Agreement to reallocate forfeitures as additional Employer Contributions, such amounts will be allocated in the ratio that the Plan Compensation of each Participant bears to the Plan Compensation of all Participants. In applying the provisions of this subsection (b), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of his/her own Account.

(c) **Reduction of contributions.** The Employer may elect in AA §8-7 to use forfeitures to reduce Employer Contributions and/or Matching Contributions under the Plan. If the Employer elects to use forfeitures to reduce contributions, the Employer may, in its discretion, use such forfeitures to reduce Employer Contributions, Matching Contributions, or both. The Employer may adjust its contribution deposits in any manner, provided the total Employer Contributions and/or Matching Contributions made for the Plan Year properly take into account the forfeitures that are to be used to

reduce such contributions for that Plan Year. If contributions are allocated over multiple allocation periods, the Employer may reduce its contribution for any allocation periods within the Plan Year in which the forfeitures are to be allocated so that the total amount allocated for the Plan Year is proper. If the Plan provides for a discretionary Employer or Matching Contribution and the Employer elects not to make an Employer or Matching Contribution for the Plan Year, any forfeitures will be allocated to eligible Participants as an additional Employer or Matching Contribution, as provided under subsection (a) above.

(d) **Payment of Plan expenses.** The Employer may elect under AA §8-7 to use forfeitures to pay Plan expenses for the Plan Year in which the forfeitures would otherwise be applied. If any forfeitures remain after the payment of Plan expenses under this subsection, the remaining forfeitures will be allocated as selected under AA §8-7. This subsection (d) only applies to the extent Plan expenses are paid by the Plan. Nothing herein affects the ability of the Employer to pay Plan expenses, as authorized under Section 11.04(a). In determining the Plan expenses that may be offset by Plan forfeitures, the Employer may use any reasonable method to determine the Plan expenses attributable to a particular year. In addition, the Employer may elect to use forfeitures first to reduce Employer and/or Matching Contributions or as an additional allocation (as set forth in AA §8-7) prior to using forfeitures to pay Plan expenses.

(e) **Forfeiture rules for other contribution types.**

(1) **Prior Employer and/or Matching Contributions.** If the Plan maintains Employer Contribution and/or Matching Contribution Accounts, but the Plan no longer provides for such contributions, such amounts will continue to vest under the vesting schedule applicable to such contributions under the prior Plan or under any vesting schedule designated under Appendix A of the Adoption Agreement. If there are any forfeitures related to such prior contributions, such amounts may be reallocated as an additional Employer Contribution or as an additional Matching Contribution in accordance with the provisions of subsection (a) or (b), to the extent such contributions are authorized under the Plan, or may be used to reduce any Employer Contribution or Matching Contribution, consistent with the provisions of subsection (c) above. If the Plan does not provide for either Employer Contributions or Matching Contributions, the Employer may reallocate forfeitures of prior contributions as an Employer Contribution (using the pro rata allocation formula) or as a discretionary Matching Contribution under the Profit Sharing Plan Adoption Agreement, as applicable, or as a fixed contribution under the Money Purchase Plan Adoption Agreement. Alternatively, the Employer may use such forfeitures to pay Plan expenses as authorized under subsection (d). The Employer may elect to use such forfeitures in the Plan Year the forfeiture occurs or in the following Plan Year.

(2) **Other contributions.** If a Participant has any other amounts under the Plan which are treated as forfeited (e.g. a forfeiture for a missing Participant under Section 6.10(c)), and no selections are made under AA §8-7 regarding the treatment of forfeitures under the Plan, such amounts may be forfeited in accordance with any of the forfeiture options described in this Section 6.11.

SECTION 7
PLAN DISTRIBUTIONS

A Participant may receive a distribution of his/her vested Account Balance at the time and in the manner provided under this Section 7. Upon reaching the Required Beginning Date (defined in Section 8.05(e)), a Participant must begin receiving distributions under the Plan (in accordance with the provisions of Section 8.)

7.01 **Available Forms of Distribution.** The Employer may elect under AA §9-1 the forms of distribution that are available to a Participant or Beneficiary under the Plan. Different distribution options may apply depending on whether a distribution is made upon termination of employment, death, disability or as an in-service withdrawal. Available distribution options under AA §9-1 may include a lump sum of all or a portion of the Participant's vested Account Balance, installments, annuity payments, or any other form designated in AA §9-1. In addition, distribution options may be available as provided under a guaranteed income product to the extent such distribution options are consistent with qualification requirements applicable to such distributions. Any distribution options selected under the Plan must comply with the required minimum distribution rules under Section 8.

If the Plan provides for installment payments as an optional form of distribution, such payments may be made in monthly, quarterly, semi-annual, or annual payments over a period not exceeding the life expectancy of the Participant and his/her designated Beneficiary. The Plan Administrator may permit a Participant or Beneficiary to accelerate the payment of all, or any portion, of an installment distribution. If the Plan provides for annuity payments, the Plan must purchase an annuity that provides for payments over a period that does not extend beyond either the life of the Participant (or the lives of the Participant and his/her designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and his/her designated Beneficiary). (The availability of installments and or annuity payments may be restricted under AA §9-1(e).)

7.02 **Amount Eligible for Distribution.** For purposes of determining the amount a Participant or Beneficiary may receive as a distribution from the Plan, a Participant's Account Balance is determined as of the Valuation Date (as specified in AA §11-1) immediately preceding the date the Participant or Beneficiary receives his/her distribution from the Plan. For this purpose, the Account Balance must be increased for any contributions allocated to the Participant's Account since the most recent Valuation Date and must be reduced for any distributions made from the Participant's Account since the most recent Valuation Date. A Participant or Beneficiary does not share in any allocation of gains or losses attributable to the period between the most recent Valuation Date and the date of the distribution, unless provided otherwise under uniform funding and valuation procedures established by the Plan Administrator. See Section 10.03.

7.03 **Participant Consent.** To the extent elected under AA §9-2, if the value of a Participant's entire vested Account Balance exceeds the Involuntary Cash-Out threshold (as defined in subsection (a) below), the Participant must consent to any distribution of such Account Balance prior to his/her Required Beginning Date (as defined in Section 8.05(e)) or, if so provided in AA §9-2(a)(3), as of the date the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62. A failure by the Participant (and Spouse, if applicable) to consent to a distribution while a benefit is immediately distributable shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section.

(a) **Involuntary Cash-Out threshold.** For purposes of determining whether a distribution is subject to the Participant consent requirements as described in Section 7.03, the Involuntary Cash-Out threshold is $5,000 unless a different amount is designated under AA §9-2(a). (See Section 7.05 for a discussion of the Automatic Rollover rules that apply if a Participant does not consent to a distribution that is otherwise available without Participant consent.) For purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, the value of the Participant's vested Account Balance shall be determined without regard to that portion of the Account Balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code §§402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). The Employer may elect in AA §9-2(a)(4) to include Rollover Contributions (and earnings allocable thereto) in determining whether the Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold.

(b) **Participant notice.** If a distribution is subject to Participant consent, the Participant must consent in writing to the distribution within a reasonable period prior to the Annuity Starting Date (as defined in Section 1.09). For this purpose, any consent made within the 180-day period ending on the Annuity Starting Date will be deemed to be made within a reasonable period. If the distribution is subject to spousal consent under AA §9-2(b), the Participant's Spouse also must consent to the distribution in accordance with Section 9.02.

Prior to receiving a distribution from the Plan, a Participant must be notified of his/her right to defer any distribution from the Plan. The notification shall include a general description of the material features and the relative values of the optional forms of benefit available under the Plan (consistent with the requirements under Code §417(a)(3)). Effective for Plan Years beginning on or after January 1, 2007, the Participant notice must include a description of the consequences of a Participant's decision not to defer the receipt of a distribution. The notice must be provided no less than 30 days and no more than 180 days prior to the Participant's Annuity Starting Date. However, distribution may

commence less than 30 days after the notice is given, if the Participant is clearly informed of his/her right to take 30 days after receiving the notice to decide whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects to receive the distribution prior to the expiration of the 30-day minimum period. The notice requirements described in this paragraph may be satisfied by providing a summary of the required information, so long as the conditions described in applicable regulations for the provision of such a summary are satisfied, and the full notice is also provided (without regard to the 180-day period described in this subsection).

(c) **Special rules.** The consent rules under this Section 7.03 apply to distributions made after the Participant's termination of employment and to distributions made prior to the Participant's termination of employment. However, the consent of the Participant (and the Participant's Spouse, if applicable) shall not be required to the extent that a distribution is required to satisfy the required minimum distribution rules under Section 8 or to satisfy the requirements of Code §415, as described in Section 5.02. A Participant also will not be required to consent to a corrective distribution of Excess Deferrals.

7.04 **Direct Rollovers.** Notwithstanding any provision in the Plan to the contrary, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. If an Eligible Rollover Distribution is less than $500, the Participant may not elect a Direct Rollover of only a portion of such distribution (i.e., a Participant must elect a complete Direct Rollover if the Eligible Rollover Distribution is less than $500). For purposes of this Section 7.04, a Participant includes a Participant or former Participant. In addition, this Section applies to any distribution from the Plan made to a Participant's surviving Spouse or to a Participant's Spouse or former Spouse who is the Alternate Payee under a QDRO, as defined in Section 1.76. For distributions made on or after January 1, 2007, this Section 7.04 also applies to distributions made to a Participant's non-Spouse beneficiary, as set forth in subsection (c) below.

(a) **Definitions.**

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of a Participant's Account Balance, except an Eligible Rollover Distribution does not include:

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

(ii) any distribution to the extent such distribution is a required minimum distribution under Code §401(a)(9), as described under Section 8;

(iii) any Hardship distribution, as described in Section 7.10(e);

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities);

(v) any distribution if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200;

(vi) a distribution made to satisfy the requirements of Code §415 (as described in Section 5.02) or a distribution to correct Excess Deferrals.

(2) **Eligible Retirement Plan.** For purposes of applying the Direct Rollover provisions under this Section 7.04, an Eligible Retirement Plan is:

(i) a qualified plan described in Code §401(a);

(ii) an individual retirement account described in Code §408(a);

(iii) an individual retirement annuity described in Code §408(b);

(iv) an annuity plan described in Code §403(a);

(v) an annuity contract described in Code §403(b); or

(vi) an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan

The definition of Eligible Retirement Plan also applies in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a QDRO.

To the extent any portion of an Eligible Rollover Distribution is attributable to Roth Deferrals (as defined in Section 3.02(c)(2)(v)), an Eligible Retirement Plan with respect to such portion of the distribution shall include only another designated Roth account of the Participant or a Roth IRA. To the extent any portion of an Eligible Rollover Distribution is attributable to After-Tax Employee Contributions, an Eligible Retirement Plan with respect to such portion of the distribution shall include only an individual retirement account or annuity described in Code §408(a) or (b) or a qualified Defined Contribution Plan described in Code §401(a) or §403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

(3) **Direct Rollover.** A Direct Rollover is a payment made directly from the Plan to the Eligible Retirement Plan specified by the Participant. The Plan Administrator may develop reasonable procedures for accommodating Direct Rollover requests.

(b) **Direct Rollover notice.** A Participant entitled to an Eligible Rollover Distribution must receive a written explanation of his/her right to a Direct Rollover, the tax consequences of not making a Direct Rollover, and, if applicable, any available special income tax elections. The notice must be provided within 30 –180 days prior to the Participant's Annuity Starting Date in the same manner as described in Section 7.03(b). The Direct Rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

If a Participant terminates employment and is eligible for a distribution which is not subject to Participant consent, and the Participant does not respond to the Direct Rollover notice indicating whether a Direct Rollover is desired and the name of the Eligible Retirement Plan to which the Direct Rollover is to be made, the Plan Administrator may distribute the Participant's entire vested Account Balance in the form of an Automatic Rollover (pursuant to Section 7.05) . If a distribution would qualify for Automatic Rollover, the Direct Rollover notice must describe the procedures for making an Automatic Rollover, including the name, address, and telephone number of the IRA trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested. The Direct Rollover notice also must describe the timing of the Automatic Rollover and the Participant's ability to affirmatively opt out of the Automatic Rollover.

(c) **Direct Rollover by non-Spouse beneficiary.** Effective for Plan Years beginning after December 31, 2009, the Plan must permit a non-Spouse beneficiary (as defined in Code §401(a)(9)(E)) to make a direct rollover of an eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). A non-Spouse rollover made after December 31, 2009 will be subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under Code §402(f) or the mandatory withholding requirements under Code §3405(c).

(d) **Direct Rollover of non-taxable amounts.** Notwithstanding any other provision of the Plan, effective for taxable years beginning on or after January 1, 2007, an Eligible Rollover Distribution may include the portion of any distribution that is not includible in gross income. For this purpose, an Eligible Retirement Plan includes a Defined Contribution or Defined Benefit Plan qualified under Code §401(a) and a tax-sheltered annuity plan under Code §403(b), provided the rollover is accomplished through a direct rollover and the recipient Eligible Retirement Plan separately accounts for any amounts attributable to the rollover of any nontaxable distribution and earnings thereon.

(e) **Rollovers to Roth IRA.** For distributions occurring on or after January 1, 2008, a Participant or beneficiary (including a non-spousal beneficiary to the extent permitted under subsection (c) above), may rollover an Eligible Rollover Distribution (as defined in subsection (a)(1)) to a Roth IRA, provided the Participant (or beneficiary) satisfies the requirements for making a Roth contribution under Code §408A(c)(3)(B). Any amounts rolled over to a Roth IRA will be included in gross income to the extent such amounts would have been included in gross income if not rolled over (as required under Code §408A(d)(3)(A)). For purposes of this subsection (e), the Plan Administrator is not responsible for assuring the Participant (or beneficiary) is eligible to make a rollover to a Roth IRA.

7.05 **Automatic Rollover.** The Automatic Rollover rules in this Section 7.05 are effective for distributions made on or after the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

(a) **Automatic Rollover requirements.** If a Participant is entitled to an Involuntary Cash-Out Distribution (as defined in subsection (b)), and the Participant does not elect to receive a distribution of such amount (either as a Direct Rollover to an Eligible Retirement Plan or as a direct distribution to the Participant), then the Plan Administrator may pay the distribution in a Direct Rollover to an individual retirement plan (IRA) designated by the Plan Administrator. (The Automatic Rollover provisions under this subsection (a) apply to any Involuntary Cash-Out Distribution for which the Participant fails to consent to a distribution, without regard to whether the Participant can be located. See Section 6.10(c) for alternatives if the Participant cannot be located after a reasonable diligent search.)

(b) **Involuntary Cash-Out Distribution.** An Involuntary Cash-Out Distribution is any distribution that is made from the Plan without the Participant's consent. Unless elected otherwise under AA §9-2(a)(3), an Involuntary Cash-Out Distribution, for purposes of applying the Automatic Rollover requirements under this Section 7.05 does not include any amounts below $1,000. (See Section 7.03 for the Participant consent requirements with respect to distributions under the Plan.)

(c) **Treatment of Rollover Contributions.** Unless elected otherwise under AA §9-2(a)(5), for purposes of determining whether a mandatory distribution is greater than $1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is excluded.

7.06 **Distribution Upon Termination of Employment.** Subject to the required minimum distribution provisions under Section 8, a Participant who terminates employment for any reason (other than death) is entitled to receive a distribution of his/her vested Account Balance in accordance with this Section 7.06. (See Section 7.07 for the applicable rules when a Participant dies before distribution of his/her vested Account Balance is completed.)

(a) **Account Balance not exceeding Cash-Out threshold.** If a Participant's vested Account Balance does not exceed $5,000 (or other Cash-Out threshold designated under AA §9-2(a)(2)) at the time of distribution, the only distribution option available under the Plan is a lump sum option. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9-3(b).

(b) **Account Balance exceeding Cash-Out threshold.** If a Participant's vested Account Balance exceeds $5,000 (or other Cash-Out threshold designated under AA §9-2(a)(2)) at the time of distribution, the Participant may elect to receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9-3(a). The Employer may elect to accelerate the distribution to Employees upon special circumstances, such as termination after attainment of Normal Retirement Age or other special circumstances.

7.07 **Distribution Upon Death.** Subject to the Required Minimum Distribution rules in Section 8, a Participant's vested Account Balance will be distributed to the Participant's Beneficiary(ies) in accordance with this Section 7.07. (See subsection (c) for rules regarding the determination of Beneficiaries upon the death of the Participant.) The form of benefit payable with respect to a deceased Participant will depend on whether the Participant dies before or after distribution of his/her Account Balance has commenced.

(a) **Death after commencement of benefits.** If a Participant begins receiving a distribution of his/her benefits under the Plan, and subsequently dies prior to receiving the full value of his/her vested Account Balance, the remaining benefit will continue to be paid to the Participant's Beneficiary(ies) in accordance with the form of payment that has already commenced. If a Participant commences distribution prior to death only with respect to a portion of his/her Account Balance, then the rules in subsection (b) apply to the rest of the Account Balance.

(b) **Death before commencement of benefits.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the form and timing of any death benefits will depend on whether the value of the death benefit exceeds $5,000 (or other threshold designated under AA §9-2(a)(2)).

(1) **Death benefit not exceeding $5,000.** If the value of the death benefit does not exceed $5,000, such benefit will be paid to the Participant's Beneficiary(ies) in a single sum as soon as administratively feasible following the Participant's death.

(2) **Death benefit exceeding $5,000.** If the value of the death benefit exceeds $5,000, will be paid in a lump sum as soon as administratively feasible following the Participant's death. However, the death benefit may be payable in a different form if prescribed by the Participant's Beneficiary designation, or the Beneficiary, before a lump

sum payment of the benefit is made, elects to receive the distribution in an alternative form of benefit permitted under Section 7.01.

In no event will any death benefit be paid in a manner that is inconsistent with the Required Minimum Distribution rules under Section 8. The Beneficiary of any pre-retirement death benefit described in this subsection (b) may postpone the commencement of the death benefit to a date that is not later than the latest commencement date permitted under Section 8.

(c) **Determining a Participant's Beneficiary.** The determination of a Participant's Beneficiary(ies) to receive any death benefits under the Plan will be based on the Participant's Beneficiary designation under the Plan. If a Participant does not designate a Beneficiary to receive the death benefits under the Plan, distribution will be made to the default Beneficiaries, as set forth in subsection (3) below.

(1) **Post-retirement death benefit.** If a Participant dies after commencing distribution of benefits under the Plan (but prior to receiving a distribution of his/her entire vested Account Balance under the Plan), the Beneficiary of any post-retirement death benefit is determined in accordance with the Beneficiary selected under the distribution option in effect prior to death.

(2) **Pre-retirement death benefit.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the surviving Spouse (determined at the time of the Participant's death) will be treated as the sole Beneficiary, unless:

(i) there is a valid contrary Beneficiary designation,

(ii) there is no surviving Spouse, or

(iii) the Spouse makes a valid disclaimer.

(3) **Default beneficiaries.** To the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate. The Employer may modify the default beneficiary rules described in this subparagraph under AA §9-5.

(4) **Identification of Beneficiaries.** The Plan Administrator may request proof of the Participant's death and may require the Beneficiary to provide evidence of his/her right to receive a distribution from the Plan in any form or manner the Plan Administrator may deem appropriate. The Plan Administrator's determination of the Participant's death and of the right of a Beneficiary to receive payment under the Plan shall be conclusive. If a distribution is to be made to a minor or incompetent Beneficiary, payments may be made to the person's legal guardian, conservator recognized under state law, or custodian in accordance with the Uniform Gifts to Minors Act or similar law as permitted under the laws of the state where the Beneficiary resides. The Plan Administrator or Trustee will not be liable for any payments made in accordance with this subsection (4) and will not be required to make any inquiries with respect to the competence of any person entitled to benefits under the Plan. (See Section 9.03 for a special one-year marriage rule that may apply under AA §9-5(b).)

(5) **Death of Beneficiary.** Unless specified otherwise in the Participant's Beneficiary designation form or under AA §9-5, if a Beneficiary does not predecease the Participant but dies before distribution of the death benefit is made to the Beneficiary, the death benefit will be paid to the Beneficiary's estate. If the Participant and the Participant's Beneficiary die simultaneously and the Participant's Beneficiary designation form does not address simultaneous death, the determination of the death beneficiary will be determined under any state simultaneous death laws, to the extent applicable. If no applicable state law applies, the death benefit will be paid to the any contingent beneficiaries named under the Participant's beneficiary designation. If there are no contingent beneficiaries, the death benefit will be paid to the Participant's default beneficiaries, as described in subsection (3).

(6) **Divorce from Spouse.** Unless designated otherwise under AA §9-5(c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded unless specifically provided otherwise under a divorce decree or QDRO, or unless the Participant enters into a new Beneficiary designation naming the prior Spouse as Beneficiary. In addition, the provisions under this subsection (6) will not apply if the Participant has entered into a Beneficiary designation that specifically overrides the provisions of this subsection

(6). For periods prior to the date this Plan is executed by the Employer, this subsection (6) also applies to situations where the Participant and Spouse are legally separated.

7.08 **Distribution to Disabled Employees.** Unless elected otherwise under AA §9-4, no special distribution rules apply to Disabled Employees. However, the Employer may elect in AA §9-4 to permit a distribution at an earlier date for Disabled Employees.

7.09 **Qualified Distributions for Retired Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect, after separation from service, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. The distribution shall be excluded from the Participant's gross income to the extent that the aggregate amount of the distribution does not exceed the lesser of the amount used to pay the qualified health insurance premiums of the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code §152), or $3,000, determined by aggregating all distributions with respect to the Participant that are used to pay qualified health insurance premiums from all eligible retirement plans of the Employer as defined in Code §414(d).

(a) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code §152) by an accident or health insurance plan (including under a self-insured plan) or qualified long-term care insurance contract (within the meaning of Code §7702B(b)).

(b) **Eligible retired public safety officer.** The term "eligible retired public safety officer" means an individual who separated from service, either by reason of disability or after attainment of Normal Retirement Age, as a public safety officer with the Employer. For this purpose, a public safety officer is an individual serving the Employer in an official capacity, with or without compensation, as a law enforcement officer, a firefighter, a chaplain, or a member of a rescue squad or ambulance crew.

7.10 **In-Service Distributions.** The Employer may elect under AA §10 to permit in-service distributions under the Plan. Except to the extent provided under subsection (a) below, if an in-service distribution is not specifically permitted under AA §10, a Participant may not receive a distribution from the Plan until termination of employment, death or disability.

(a) **After-Tax Employee Contributions and Rollover Contributions.** Unless designated otherwise under AA §10-2, a Participant may withdraw at any time, upon written request, all or any portion of his/her Account Balance attributable to After-Tax Employee Contributions or Rollover Contributions. No forfeiture will occur solely as a result of an Employer's withdrawal of After-Tax Employee Contributions.

(b) **Employer Contributions and Matching Contributions.** The Employer may elect under AA §10 the extent to which in-service distributions will be permitted from Employer Contributions (including Matching Contributions, if applicable) under the Plan. If permitted under AA §10 of the Profit Sharing Plan Adoption Agreement, Employer Contributions may be withdrawn upon the occurrence of a specified event (such as attainment of a designated age or the occurrence of a Hardship, as defined in subsection (e) below). In addition, a Participant may take withdraw his/her Employer Contributions (and Matching Contributions, if applicable) upon the completion of a certain number of years, provided no distribution solely on account of years may be made with respect to Employer Contributions that have been accumulated in the Plan for less than 2 years, unless the Participant has been a Participant in the Plan for at least 5 years. (See Section 6.09 for special vesting rules that apply if a Participant takes an in-service distribution prior to becoming 100% vested in such contributions.)

For Plan Years beginning after January 1, 2007, if the Plan is a pension plan (e.g., a money purchase plan or if the Plan holds transferred assets from a money purchase plan), a Participant may not receive an in-service distribution of his/her vested Account Balance prior to the earlier of the attainment of Normal Retirement Age or age 62 (to the extent permitted under AA §10-1 or AA §10-2).

(c) **Salary Deferrals under Grandfathered 401(k) Arrangement.** If the Plan qualifies as a Grandfathered 401(k) Arrangement, as designated under AA §2-3 of the Profit Sharing Adoption Agreement, any Salary Deferrals (including any earnings on such amounts) generally may not be distributed prior to the Participant's severance from employment, death, or disability. However, the Employer may elect under AA §10 to permit an in-service distribution of such amounts upon attainment of a specified age (no earlier than age 59½, upon a Hardship (as defined in subsection (e)) or upon a Qualified Reservist Distribution, as defined under subsection (d).

If Normal Retirement Age or Early Retirement Age is earlier than age 59½ and an in-service distribution is permitted upon attainment of Normal Retirement Age or Early Retirement Age from Salary Deferrals, the Normal Retirement Age and/or Early Retirement Age will be deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals.

(d) **Penalty-free withdrawals for individuals called to active duty.** Effective September 11, 2001, the distribution provisions applicable to Salary Deferrals include a Qualified Reservist Distribution, as defined in subsection (1) below. If a Participant takes a Qualified Reservist Distribution, such distributions will not be subject to the 10% penalty tax under Code §72(t). A Qualified Reservist Distribution is only available if permitted under AA §10-1.

(1) **Qualified Reservist Distribution.** For purposes of this subsection (d), a Qualified Reservist Distribution means any distribution to an individual if:

(i) such distribution is from amounts attributable to elective deferrals described in Code §402(g)(3)(A) or (C) or Code §501(c)(18)(D)(iii),

(ii) such individual was (by reason of being a member of a reserve component (as defined in §101 of Title 37 of the United States Code)) ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and

(iii) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period.

(2) **Active duty.** A Qualified Reservist Distribution will only be available for individuals who are ordered or called into active duty after September 11, 2001

(e) **Hardship distribution.** The Employer may elect under AA §10-1 or AA §10-2of the Profit Sharing Plan Adoption Agreement to authorize an in-service distribution upon the occurrence of a Hardship event. A Hardship distribution of Salary Deferrals must meet the requirements of a safe harbor Hardship as described under subsection (1) below. For other contribution types, the Employer may elect to apply the safe harbor Hardship rules under subsection (1) or the non-safe harbor Hardship provisions under subsection (2) below.

(1) **Safe harbor Hardship distribution.** To qualify for a safe harbor Hardship, a Participant must demonstrate an immediate and heavy financial need, as described in subsection (i), and the distribution must be necessary to satisfy such need, as described in subsection (ii).

(i) **Immediate and heavy financial need.** To be considered an immediate and heavy financial need, the Hardship distribution must be made to satisfy one of the following financial needs:

(A) to pay expenses incurred or necessary for medical care (as described in Code §213(d)) of the Participant, the Participant's Spouse or dependents (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(B) for the purchase (excluding mortgage payments) of a principal residence for the Participant;

(C) for payment of tuition and related educational fees (including room and board) for the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children or dependents;

(D) to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(E) to pay funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent;

(F) to pay expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code §165 (determined without regard to whether the loss exceeds the 10% of adjusted gross income limit); or

(G) for any other event that the IRS recognizes as a safe harbor Hardship distribution event under ruling, notice or other guidance of general applicability.

The payment of funeral or burial expenses under subsection (E) and the payment of expenses to repair damage to a principal residence under subsection (F) only apply to Plan Years beginning on or after January 1, 2006. For purposes of determining eligibility of a Hardship distribution under this subsection (i), a dependent is determined under Code §152. However, for taxable years beginning on or after January 1, 2005, the determination of dependent for purposes of tuition and education fees under subsection (C) above will be made without regard to Code §152(b)(1), (b)(2), and (d)(1)(B) and the

determination of dependent for purposes of funeral or burial expenses under subsection (E) above will be made without regard to Code §152(d)(1)(B).

A Participant must provide the Plan Administrator with a written request for a Hardship distribution. The Plan Administrator may require written documentation, as it deems necessary, to sufficiently document the existence of a proper Hardship event.

(ii) **Distribution necessary to satisfy need.** A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant if:

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

(B) The Participant has obtained all available distributions, other than Hardship distributions, and all nontaxable loans under the Plan and all plans maintained by the Employer; and

(C) The Participant is suspended from making Salary Deferrals (and After-Tax Employee Contributions) for at least 6 months after the receipt of the Hardship distribution.

(2) **Non-safe harbor Hardship distribution.** The Employer may elect in AA §10-1(e) or AA §10-2(e) of the Profit Sharing Plan Adoption Agreement to permit Participants to take a Hardship distribution without satisfying the requirements of subsection (1) above.

(i) **Immediate and heavy financial need.** For purposes of determining whether a Hardship exists under this subsection (2), the same Hardship distribution events described in subsection (1)(i) will qualify as a Hardship distribution event under this subsection (2). The Employer may modify the permissible Hardship distribution events under AA §10-3(f) of the Profit Sharing Plan Adoption Agreement.

(ii) **Distribution necessary to satisfy need.** A Hardship distribution under this subsection (2) need not satisfy the requirements under subsection (1)(ii) above. Instead, all relevant facts and circumstances are considered to determine whether the Employee has other resources reasonably available to relieve or satisfy the need. For this purpose, resources include assets of the Employee's Spouse and minor children that are reasonably available to the Employee. In addition, the amount withdrawn for hardship may include amounts necessary to pay federal, state or local income taxes, or penalties reasonably anticipated to result from the distribution.

The Employer or Plan Administrator may rely upon the Employee's written representation that the need cannot be reasonably relieved through the following sources:

(A) Reimbursement or compensation by insurance;

(B) Liquidation of the Employee's assets;

(C) Cessation of Salary Deferrals or After-Tax Employee Contributions under the Plan;

(D) Other currently available distributions or nontaxable loans from the Plan or any other plan maintained by the Employer (or any other employer);

(E) Borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

The Employer or Plan Administrator may not rely upon the written representation under this subsection (ii) if the Employer has actual knowledge to the contrary.

(3) **Amount available for Hardship distribution.** A Participant may receive a Hardship distribution of any portion of his/her vested Employer Contribution Account or Matching Contribution Account (including earnings thereon), as permitted under AA §10. A Participant may receive a Hardship distribution of Salary Deferrals provided such distribution, when added to other Hardship distributions from Salary Deferrals, does not exceed the total Salary Deferrals the Participant has made to the Plan (increased by income allocable to such Salary Deferrals as of the later of December 31, 1988 or the end of the last Plan Year ending before July 1, 1989).

(4) **Availability to terminated Employees.** If a Hardship distribution is permitted under AA §10-1 or AA §10-2, a Participant may take such a Hardship distribution after termination of employment to the extent no other distribution is available from the Plan.

(5) **Application of Hardship distributions rules with respect to primary beneficiaries.** If elected under AA §10-3(e), if the Plan otherwise permits Hardship distributions based on the safe harbor hardship provisions under subsection (1), the existence of an immediate and heavy financial need under subsection (1)(i) may be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a Participant's Account Balance upon the death of the Participant. Hardship distributions with respect to primary beneficiaries under this subsection (5) are limited to Hardship distributions on account of medical expenses, educational expenses and funeral expenses (as described in subsections (1)(i)(A), (1)(i)(C) and (1)(i)(E), above)). Any Hardship distribution with respect to a primary beneficiary must satisfy all the other requirements applicable to Hardship distributions under subsection (e).

7.11 **Sources of Distribution.** Unless provided otherwise in separate administrative provisions adopted by the Plan Administrator, in applying the distribution provisions under this Section 7, distributions will be made on a pro rata basis from all Accounts from which a distribution is permitted. Alternatively, the Plan Administrator may permit Participants to direct the Plan Administrator as to which Account the distribution is to be made. Regardless of a Participant's direction as to the source of any distribution, the tax effect of such a distribution will be governed by Code §72 and the regulations thereunder.

(a) **Exception for Hardship withdrawals.** If the Plan permits a Hardship withdrawal from both Salary Deferrals (including Roth Deferrals) and Employer Contributions, a Hardship distribution will first be treated as having been made from a Participant's Employer Contribution Account and then from the Employer's Matching Contribution Account, to the extent such Hardship distribution is available with respect to such Accounts. Only when all available amounts have been exhausted under the Participant's Employer Contribution Account and/or Matching Contribution Account will a Hardship distribution be made from a Participant's Pre-Tax Salary Deferral Account and/or Roth Deferral Account. (See subsection (b) below for the ordering rules for distributions from the Pre-Tax Salary Deferral and Roth Deferral Accounts.) The Plan Administrator may modify the ordering rules under this subsection (a) under separate administrative procedures.

(b) **Roth Deferrals.** If a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, withdrawals and loans from such Accounts will be made in accordance with this subsection (b).

(1) **Distributions and withdrawals.** Unless designated otherwise under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement or separate administrative procedures, if a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, the Participant may designate the extent to which a distribution or withdrawal of Salary Deferrals will come from the Pre-Tax Salary Deferral Account or the Roth Deferral Account. Alternatively, the Employer may provide under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement (or under separate administrative procedures) that any distribution or withdrawal of Salary Deferrals will be made on a pro rata basis from the Pre-Tax Salary Deferral Account and the Roth Deferral Account. Alternatively, the Employer may designate any other order of distribution and withdrawals under AA §6A-5 or separate administrative procedures.

(2) **Distribution of Excess Deferrals.** Unless designated otherwise under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement or separate administrative procedures, if a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, and the Plan is required to make a corrective distribution of Excess Deferrals to such Participant, the Participant may designate whether the Plan will make such corrective distribution of Excess Deferrals from the Pre-Tax Salary Deferral Account or the Roth Deferral Account. Alternatively, the Employer may elect under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement (or under separate administrative procedures) that corrective distributions of Salary Deferrals to correct Excess Deferrals will be made pro rata from the Pre-Tax Salary Deferral Account and Roth Deferral Account or first from the Pre-Tax Salary Deferral Account or first from the Roth Deferral Account.

Unless designated otherwise under separate administrative procedures, if a Participant is permitted to designate the extent to which a corrective distribution is made from the Pre-Tax Salary Deferral Account or the Roth Deferral Account, and the Participant fails to designate the appropriate Account by the date the corrective distribution is made from the Plan, such corrective distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.

(c) **In-kind distributions.** Nothing in this Section 7 precludes the Plan Administrator from making a distribution in the form of property, or other in-kind distribution. An in-kind distribution is only available to the extent such investments

are held in the Participant's Account at the time of the distribution. This subsection (c) does not give any Participant the right to request an in-kind distribution if not otherwise authorized by the Plan Administrator.

7.12 **Correction of Qualification Defects.** Nothing in this Section 7 precludes the Plan Administrator from making a distribution to a Participant to correct a qualification defect consistent with the correction procedures under the IRS' voluntary compliance programs. Thus, for example, if an Employee is permitted to enter the Plan prior to his/her proper Entry Date under Section 2.03(b) and the Plan Administrator determines that a corrective distribution is a proper means of correcting the operational violation, nothing in this Section 7 would prevent the Plan from making such corrective distribution. Any such distribution must be made in accordance with the correction procedures applicable under the IRS' voluntary correction programs under Rev. Proc. 2013-12 (or successive guidance).

SECTION 8
REQUIRED MINIMUM DISTRIBUTIONS

8.01 **Required Minimum Distributions.** Unless specified otherwise under Appendix A of the Adoption Agreement, the provisions of this Section apply to calendar years beginning on or after January 1, 2003. A Participant's entire interest under the Plan will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined in Section 8.05(e)). All distributions required under this Section 8 will be determined and made in accordance with the regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G). For purposes of applying the required minimum distribution rules under this Section 8, any distribution made in a form other than a lump sum must be made over one of the following periods (or a combination thereof):

(a) the life of the Participant;

(b) the life of the Participant and a Designated Beneficiary;

(c) a period certain not extending beyond the life expectancy of the Participant; or

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

8.02 **Death of Participant before required distributions begin.** If the Participant dies before required distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Surviving Spouse is sole Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the surviving Spouse may elect to take distributions under the five-year rule (as described in Section 8.06(a) below) or under the life expectancy method. If the life expectancy method applies, 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) **Surviving Spouse is not the sole Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary may elect to take distributions under the five-year rule (as described in Section 8.06(a) below) or under the life expectancy method. If the life expectancy method applies, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. If the Designated Beneficiary does not elect to commence distributions by December 31 of the calendar year immediately following the calendar year in which the Participant dies, a complete distribution must be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death. See Section 8.06(a) below.

(c) **No Designated Beneficiary.** If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) **Death of surviving Spouse.** 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 Section 8.02 (other than subsection (a)) will apply as if the surviving Spouse were the Participant.

For purposes of this Section 8.02 and AA §10-4, unless subsection (d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under subsection (a) above. If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection (a)), the date distributions are considered to begin is the date distributions actually commence.

8.03 **Required Minimum Distributions during Participant's lifetime.**

(a) **Amount of Required Minimum Distribution for each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

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

(b) **Lifetime Required Minimum Distributions continue through year of Participant's death.** Required Minimum Distributions will be determined under this subsection (b) beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

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

(a) **Death on or after date required distributions begin.**

(1) **Participant survived by Designated Beneficiary.** If the Participant dies on or after the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated using the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) **No Designated Beneficiary.** If the participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's date of death who remains a Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy under the Single Life Table calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) **Death before date required distributions begin.**

(1) **Participant survived by Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant dies before the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a).

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

(3) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 8.02(a), this subsection (b) will apply as if the surviving Spouse were the Participant.

8.05 Definitions.

(a) **Designated Beneficiary.** A Beneficiary designated by the Participant (or the Plan), whose life expectancy may be taken into account to calculate minimum distributions, pursuant to Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4.

(b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 8.02. The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) **Life expectancy.** For purposes of determining a Participant's Required Minimum Distribution amount, life expectancy is computed using one of the following tables, as appropriate: (1) Single Life Table, (2) Uniform Life Table, or (3) Joint and Last Survivor Table found in Treas. Reg. §1.401(a)(9)-9.

(d) **Account Balance.** For purposes of determining a Participant's Required Minimum Distribution, the Participant's Account Balance is determined based on the Account Balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions or forfeitures allocated to the Account Balance as of dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) **Required Beginning Date.** Unless designated otherwise under AA §10-4, a Participant's Required Beginning Date under the Plan is April 1 that follows the end of the calendar year in which the later of the following two events occurs:

(1) the Participant attains age 70½ or

(2) the Participant terminates employment.

A Participant may begin in-service distributions prior to his/her Required Beginning Date only to the extent authorized under Section 7.10 and AA §10. However, if this Plan were amended to add the Required Beginning Date rules under this subsection (e), a Participant who attained age 70½ prior to January 1, 1999 (or, if later, January 1 following the date the Plan is first amended to contain the Required Beginning Date rules under this subsection (e)) may receive in-service minimum distributions in accordance with the terms of the Plan in existence prior to such amendment.

8.06 Special Rules.

(a) **Election to apply 5-year rule to required distributions after death.** If the Participant dies before distributions begin and there is a Designated Beneficiary, the Employer may elect under AA §10-4, instead of applying the provisions of Sections 8.02 and 8.04, to require the Participant's entire interest to be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant.

(b) **Election to allow Participants or Beneficiaries to elect 5-year rule.** If a Participant or Designated Beneficiary is permitted under AA §10-4 to elect whether to apply the life expectancy rule under Section 8.02 above or the five year rule under subsection (a), 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 Section 8.02 or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with the five year rule under subsection (a) above.

(c) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 8.02 and 8.04. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the regulations.

(d) **Waiver of Required Minimum Distributions.** For calendar year 2009, the Required Minimum Distribution rules will not apply. In applying the provisions of this Section 8 for the 2009 Distribution Calendar Year,

(1) the Required Beginning Date with respect to any individual shall be determined without regard to this subsection for purposes of applying this paragraph for Distribution Calendar Years after 2009, and

(2) required distributions to a beneficiary upon the death of the Participant shall be determined without regard to calendar year 2009.

A Participant or beneficiary who would have been required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year but for the enactment of Code §401(a)(9)(H) ("2009 RMD"), may elect whether or not to receive the 2009 RMD (or any portion of such distribution). A distribution of the 2009 RMD or a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years, will be treated as an Eligible Rollover Distribution. However, if all or any portion of a distribution during 2009 is treated as an Eligible Rollover Distribution but would not be so treated if the Required Minimum Distribution requirements under this Section 8 had applied during 2009, such distribution shall not be treated as an Eligible Rollover Distribution for purposes of Code §§401(a)(31), 402(f) or 3405(c). (See Notice 2009-82 for transitional rules that apply for purposes of applying the rollover rules to the distribution of 2009 RMDs.)

(e) **Treatment of trust beneficiaries as Designated Beneficiaries.** If a trust is properly named as a Beneficiary under the Plan, the beneficiaries of the trust will be treated as the Designated Beneficiaries of the Participant solely for purposes of determining the distribution period under this Section 8 with respect to the trust's interests in the Participant's vested Account Balance. The beneficiaries of a trust will be treated as Designated Beneficiaries for this purpose only if, during any period during which required minimum distributions are being determined by treating the beneficiaries of the trust as Designated Beneficiaries, the following requirements are met:

(1) the trust is a valid trust under state law, or would be but for the fact there is no corpus;

(2) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the Participant;

(3) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in the Participant's vested Account Balance are identifiable from the trust instrument; and

(4) the Plan Administrator receives the documentation described in subsection (f)(1) below.

If the foregoing requirements are satisfied and the Plan Administrator receives such additional information as it may request, the Plan Administrator may treat such beneficiaries of the trust as Designated Beneficiaries.

(f) **Special rules applicable to trust beneficiaries.**

(1) **Information that must be supplied to Plan Administrator.**

(i) **Required minimum distribution before death where Spouse is sole beneficiary.** If a Participant designates a trust as the beneficiary of his/her entire benefit and the Participant's Spouse is the sole beneficiary of the trust, the Participant must provide the information under (A) or (B) below to satisfy the information requirements under subsection (e)(4) above.

(A) The Participant must provide to the Plan Administrator a copy of the trust instrument and agree that if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Plan Administrator a copy of each such amendment; or

(B) The Participant must:

(I) provide to the Plan Administrator a list of all of the beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement sufficient to establish that the Spouse is the sole beneficiary) for purposes of Code §401(a)(9);

(II) certify that, to the best of the Participant's knowledge, the list under subsection (I) is correct and complete and that the requirements of subsection (e) above are satisfied;

(III) agree that, if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Plan Administrator corrected certifications to the extent that the amendment changes any information previously certified; and

(IV) agree to provide a copy of the trust instrument to the Plan Administrator upon demand.

(ii) **Required minimum distribution after death.** In order to satisfy the documentation requirement of subsection (e)(4) above for required minimum distributions after the death of the Participant (or Spouse in a case to which Treas. Reg. §.401(a)(9)-3, Q&A-5 applies), the trustee of the trust must satisfy the requirements of subsection (A) or (B) by October 31 of the calendar year immediately following the calendar year in which the Participant died.

(A) The trustee of the trust must:

(I) provide the Plan Administrator with a final list of all beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement) as of September 30 of the calendar year following the calendar year of the Participant's death;

(II) certify that, to the best of the trustee's knowledge, the list in subsection (I) is correct and complete and that the requirements of subsection (e) above are satisfied; and

(III) agree to provide a copy of the trust instrument to the Plan Administrator upon demand.

(B) The trustee of the trust must provide the Plan Administrator with a copy of the actual trust document for the trust that is named as a beneficiary of the Participant under the Plan as of the Participant's date of death.

(2) **Relief for discrepancy.** If required minimum distributions are determined based on the information provided to the Plan Administrator in certifications or trust instruments described in subsection (1) above, the Plan will not fail to satisfy Code §401(a)(9) merely because the actual terms of the trust instrument are inconsistent with the information in those certifications or trust instruments previously provided to the Plan Administrator, provided the Plan Administrator reasonably relied on the information provided and the required minimum distributions for calendar years after the calendar year in which the discrepancy is discovered are determined based on the actual terms of the trust instrument.

8.07 **Transitional Rule.** Notwithstanding the other requirements of this Section 8, distribution on behalf of any Employee 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 that would not have disqualified the Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

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

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

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

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

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

For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections (a) - (e) above.

If a designation is revoked any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the proposed regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must

distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the proposed regulations thereunder, but for the TEFRA §242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treas. Reg. §1.401(a)(9)-8, Q&A-14 and Q&A-15 shall apply.

SECTION 9
SPOUSAL CONSENT RULES

9.01 **Application of Joint and Survivor Annuity Rules.** As a Governmental Plan, the Qualified Joint and Survivor Annuity rules under Code §§401(a)(11) and 417 do not apply to the Plan. The Employer may elect to require spousal consent for Plan distributions under AA §9-2(b).

9.02 **Spousal consent.** If the Employer elects under AA §9-2(b) to require spousal consent to a Plan distribution, the Spouse's consent will be required with respect to a distribution as designated in AA §9-2(b). A Spouse's consent, if required, must be provided pursuant to a Qualified Election. For this purpose, a Qualified Election is a written election signed by both the Participant and the Participant's Spouse that specifically acknowledges the effect of the election. The Spouse's consent must be witnessed by a plan representative or notary public. If the Qualified Election permits the Participant to change a payment form or Beneficiary designation without any further consent by the Spouse, the Qualified Election must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit, as applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights.

9.03 **One-year marriage rule.** The Employer may elect under AA §9-5(b), for purposes of identifying a Beneficiary under Section 7.07(c) and for purposes of applying the spousal consent rules under this Section 9, that an individual will not be considered the surviving Spouse of the Participant if the Participant and the surviving Spouse have not been married for the entire one-year period ending on the date of the Participant's death.

SECTION 10
PLAN ACCOUNTING AND INVESTMENTS

10.01 **Participant Accounts.** The Plan Administrator will maintain a separate Account for each Participant to reflect the Participant's entire interest under the Plan. The Plan Administrator may maintain any (or all) of the following separate sub-Accounts:

- Employer Contribution Account
- Matching Contribution Account
- After-Tax Employee Contribution Account
- Rollover Contribution Account
- Transfer Account.

In addition, if this Plan qualifies as a Grandfathered 401(k) Arrangement (as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement), the Plan Administrator may also maintain the following separate Accounts:

- Pre-Tax Salary Deferral Account
- Roth Deferral Account
- Roth Rollover Contribution Account

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

10.02 **Valuation of Accounts.** A Participant's portion of the Trust assets is determined as of each Valuation Date under the Plan. The value of a Participant's Account consists of the fair market value of the Participant's share of the Trust assets. The Trustee must value Plan assets at least annually. The Trustee's determination of the value of Trust assets shall be final and conclusive.

(a) **Periodic valuation.** The Employer may elect under AA §11-1 or may elect operationally to value assets on a periodic basis. The Trustee and the Plan Administrator may adopt reasonable procedures for performing such valuations.

(b) **Daily valuation.** The Employer may elect under AA §11-1 or may elect operationally to value assets on a daily basis. The Plan Administrator may adopt reasonable procedures for performing such valuations. Unless otherwise set forth in the written procedures, a daily valued Plan will have its assets valued at the end of each business day during which the New York Stock Exchange is open. The Plan Administrator has authority to interpret the provisions of this Plan in the context of a daily valuation procedure. This includes, but is not limited to, the determination of the value of the Participant's Account for purposes of Participant loans, distribution and consent rights, and corrective distributions.

(c) **Interim valuations.** The Plan Administrator may request the Trustee to perform interim valuations.

10.03 **Adjustments to Participant Accounts.** Unless the Plan Administrator adopts other reasonable administrative procedures, as of each Valuation Date under the Plan, each Participant's Account is adjusted in the following manner.

(a) **Distributions and forfeitures from a Participant's Account.** A Participant's Account will be reduced by any distributions, forfeitures and other reductions from the Account since the previous Valuation Date.

(b) **Life insurance premiums and dividends.** A Participant's Account will be reduced by the amount of any life insurance premium payments under the Plan made for the benefit of the Participant since the previous Valuation Date. The Account will be credited with any dividends or credits paid on any life insurance policy held by the Trust for the benefit of the Participant.

(c) **Contributions and forfeitures allocated to a Participant's Account.** A Participant's Account will be credited with any contribution, forfeiture or other additions allocated to the Participant since the previous Valuation Date.

(d) **Net income or loss.** A Participant's Account will be adjusted for any net income or loss in accordance with any reasonable procedures that the Plan Administrator may establish. Such procedures may be reflected in a funding agreement governing the applicable investments under the Plan. To the extent the Plan Administrator does not establish separate written procedures, net income or loss will be allocated to Participants' Accounts in accordance with the following provisions.

(1) **Net income or loss attributable to General Trust Account.** To the extent a Participant's Account is invested as part of a General Trust Account, such Account is adjusted for its allocable share of net income or loss experienced by the General Trust Account. The net income or loss of the General Trust Account is allocated to the Participant Accounts in the ratio that each Participant's Account bears to all Accounts, based on the value of each Participant's Account as of the prior Valuation Date, as adjusted in subsections (a) - (c) above. In determining Participant Account Balances as of the prior Valuation Date, the Employer may apply a weighted

average method that credits each Participant's Account with a portion of the contributions made since the prior Valuation Date. The Plan's investment procedures may designate the specific type(s) of contributions eligible for a weighted allocation of net income or loss and may designate alternative methods for determining the weighted allocation. If the Employer elects to apply a weighted average method, such method will be applied uniformly to all Participant Accounts under the General Trust Account.

(2) **Net income or loss attributable to a Directed Account.** If the Participant or Beneficiary is entitled to direct the investment of all or part of his/her Account (see Section 10.07), the Account (or the portion of the Account which is subject to such direction) will be maintained as a Directed Account, which reflects the value of the directed investments as of any Valuation Date. The assets held in a Directed Account may be (but are not required to be) segregated from the other investments held in the Trust. Net income or loss attributable to the investments made by a Directed Account is allocated to such Account in a manner that reasonably reflects the investment experience of such Directed Account. Where a Directed Account reflects segregated investments, the manner of allocating net income or loss shall not result in a Participant (or Beneficiary) being entitled to distribution from the Directed Account that exceeds the value of such Account as of the date of distribution.

10.04 **Share or unit accounting.** The Plan's investment procedures may provide for share or unit accounting to reflect the value of Accounts, if such method is appropriate for the investments allocable to such Accounts.

10.05 **Suspense accounts.** The Plan's investment procedures also may provide for special valuation procedures for suspense accounts that are properly established under the Plan.

10.06 **Investments under the Plan.**

(a) **Investment options.** The Trustee or other person(s) responsible for the investment of Plan assets is authorized to invest Plan assets in any prudent investment. Investment options include, but are not limited to, the following:

- common and preferred stock or other equity securities (including stock bought and sold on margin);
- corporate bonds;
- open-end or closed-end mutual funds (including funds for which a Volume Submitter Sponsor, Trustee, or affiliate serves as investment advisor or other capacity);
- money market accounts;
- certificates of deposit;
- debentures;
- commercial paper;
- put and call options;
- limited partnerships;
- mortgages;
- U.S. Government obligations, including U.S. Treasury notes and bonds;
- real and personal property having a ready market;
- life insurance or annuity policies;
- commodities;
- savings accounts;
- notes; and
- securities issued by the Trustee and/or its affiliates, as permitted by law.

(b) **Common/collective trusts and collectibles.** Plan assets may also be invested in a common/collective trust fund, or in a group trust fund that satisfies the requirements of IRS Revenue Ruling 81-100 (as modified by Rev. Rul. 2004-67 and Rev. Rul. 2011-1). All of the terms and provisions of any such common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust for this Plan. No portion of any voluntary, tax deductible Employee contributions being held under the Plan (or any earnings thereon) may be invested in life insurance contracts or, as with any Participant-directed investment, in tangible personal property characterized by the IRS as a collectible.

10.07 **Participant-directed investments.** If the Plan (by election in AA §C-1 or under separate investment procedures) permits Participant direction of investments, each Participant shall have the exclusive right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all or a portion of the amounts allocated to the separate Accounts of the Participant under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted electronically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In

making any investment of Plan assets, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. Except as otherwise provided in this Plan, neither the Trustee, the Employer, nor any other fiduciary of the Plan will be liable to the Participant for any loss resulting from action taken at the direction of the Participant. (A reference to Participant under this Section 10.07 also applies to any Beneficiary or Alternate Payee eligible to direct investments under the Plan.)

(a) **Limits on participant investment direction.** The Employer may elect under AA §C-1 or under separate investment procedures to limit Participant direction of investment to specific types of contributions or with respect to specific investment options. If Participant investment direction is limited to specific investment options, it shall be the sole and exclusive responsibility of the Employer or Plan Administrator to select the investment options, and the Trustee shall not be responsible for selecting or monitoring such investment options, unless the Trustee has otherwise agreed in writing. In no case may Participants direct that investments be made in collectibles, other than U.S. Government or State issued gold and silver coins. (See Section 10.03(d)(2) for rules regarding allocation of net income or loss to a Directed Account.)

(b) **Failure to direct investment.** If Participant direction of investments is permitted, the Plan Administrator will designate how accounts will be invested in the absence of proper affirmative direction from the Participant. The Plan or Plan Administrator may designate a default fund under the Plan in which the Trustee shall deposit contributions to the Trust on behalf of Participants who have been identified by the Plan Administrator as having not specified investment choices under the Plan. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall immediately notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

(c) **Trustee to follow Participant direction.** To the extent the Plan allows Participant direction of investment, the Trustee is authorized to follow the Participant's written direction (or other form of direction deemed acceptable by the Trustee). A Directed Account will be established for the portion of the Participant's Account that is subject to Participant direction of investment. The Trustee may decline to follow a Participant's investment direction to the extent such direction would:

(1) result in a prohibited transaction;

(2) cause the assets of the Plan to be maintained outside the jurisdiction of the U.S. courts;

(3) jeopardize the Plan's tax qualification;

(4) be contrary to the Plan's governing documents;

(5) cause the assets to be invested in collectibles within the meaning of Code §408(m);

(6) generate unrelated business taxable income; or

(7) result (or could result) in a loss exceeding the value of the Participant's Account.

The Trustee will not be responsible for any loss or expense resulting from a failure to follow a Participant's direction in accordance with the requirements of this paragraph. Participant directions will be processed as soon as administratively practicable following receipt of such directions by the Trustee. The Trustee, Plan Administrator, or Employer will not be liable for a delay in the processing of a Participant direction that is caused by a legitimate business reason (including, but not limited to, a failure of computer systems or programs, failure in the means of data transmission, the failure to timely receive values or prices, or other unforeseen problems outside of the control of the Trustee, Plan Administrator, or Employer).

10.08 **Investment in Life Insurance.** A group or individual life insurance policy purchased by the Plan may be issued on the life of a Participant, a Participant's Spouse, a Participant's child or children, a family member of the Participant, or any other individual with an insurable interest. If this Plan is a money purchase plan, a life insurance policy may only be issued on the life of the Participant. A life insurance policy includes any type of policy, including a second-to-die policy, provided that the holding of a particular type of policy is not prohibited under rules applicable to qualified plans.

Any premiums on life insurance held for the benefit of a Participant will be charged against such Participant's vested Account Balance. Unless directed otherwise, the Plan Administrator will reduce each of the Participant's Accounts under the Plan equally to pay premiums on life insurance held for such Participant's benefit. Any premiums paid for life insurance policies must satisfy the incidental life insurance rules under subsection (a).

(a) **Incidental Life Insurance Rules.** Any life insurance purchased under the Plan must meet the following requirements:

(1) **Ordinary life insurance policies.** The aggregate premiums paid for ordinary life insurance policies (i.e., policies with both nondecreasing death benefits and nonincreasing premiums) for the benefit of a Participant must be at any time less than 50% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures that have been allocated to the Account of such Participant.

(2) **Life insurance policies other than ordinary life.** The aggregate premiums paid for term, universal or other life insurance policies (other than ordinary life insurance policies) for the benefit of a Participant shall not at any time exceed 25% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures that have been allocated to the Account of such Participant.

(3) **Combination of ordinary and other life insurance policies.** The sum of one-half (½) of the aggregate premiums paid for ordinary life insurance policies plus all the aggregate premiums paid for any other life insurance policies for the benefit of a Participant shall not at any time exceed 25% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures which have been allocated to the Account of such Participant.

(4) **Exception for certain Profit Sharing Plans.** If the Plan is a Profit Sharing Plan, the limitations in this Section do not apply to the extent life insurance premiums are paid only with Employer Contributions and forfeitures that have been accumulated in the Participant's Account for at least two years or are paid with respect to a Participant who has been a Participant for at least five years. For purposes of applying this special limitation, Employer Contributions do not include any Salary Deferrals, QMACs, QNECs or Safe-Harbor Contributions under a 401(k) plan.

(5) **Exception for After-Tax Employee Contributions and Rollover Contributions.** The Plan Administrator also may invest, with the Participant's consent, any portion of the Participant's After-Tax Employee Contribution Account or Rollover Contribution Account in a group or individual life insurance policy for the benefit of such Participant, without regard to the incidental life insurance rules under this Section.

(b) **Ownership of Life Insurance Policies.** The Trustee is the owner of any life insurance policies purchased under the Plan. Any life insurance policy purchased under the Plan must designate the Trustee as owner and beneficiary under the policy. The Trustee will pay all proceeds of any life insurance policies to the Beneficiary of the Participant for whom such policy is held in accordance with the distribution provisions under Section 7. In no event shall the Trustee retain any part of the proceeds from any life insurance policies for the benefit of the Plan.

(c) **Evidence of Insurability.** Prior to purchasing a life insurance policy, the Plan Administrator may require the individual whose life is being insured to provide evidence of insurability, such as a physical examination, as may be required by the Insurer.

(d) **Distribution of Insurance Policies.** Life insurance policies under the Plan, which are held on behalf of a Participant, must be distributed to the Participant or converted to cash upon the later of the Participant's Annuity Starting Date (as defined in Section 1.09) or termination of employment. Any life insurance policies that are held on behalf of a terminated Participant must continue to satisfy the incidental life insurance rules under subsection (a). If a life insurance policy is purchased on behalf of an individual other than the Participant, and such individual dies, the Participant may withdraw any or all life insurance proceeds from the Plan, to the extent such proceeds exceed the cash value of the life insurance policy determined immediately before the death of the insured individual.

(e) **Discontinuance of Insurance Policies.** Investments in life insurance may be discontinued at any time, either at the direction of the Trustee or other fiduciary responsible for making investment decisions. If the Plan provides for Participant direction of investments, life insurance as an investment option may be eliminated at any time by the Plan Administrator. Where life insurance investment options are being discontinued, the Plan Administrator, in its sole discretion, may offer the sale of the insurance policies to the Participant, or to another person, provided that the prohibited transaction exemption requirements prescribed by the Department of Labor are satisfied.

(f) **Protection of Insurer.** An Insurer (as defined in Section 1.58) that issues a life insurance policy under the terms of this Section 10.08, shall not be responsible for the validity of this Plan and shall be protected and held harmless for any actions taken or not taken by the Trustee or any actions taken in accordance with written directions from the Trustee or the Employer (or any duly authorized representatives of the Trustee or Employer). An Insurer shall have no obligation to determine the propriety of any premium payments or to guarantee the proper application of any payments made by the insurance company to the Trustee.

The Insurer is not and shall not be considered a party to this Plan and is not a fiduciary with respect to the Plan solely as a result of the issuance of life insurance policies under this Section 10.08.

(g) **No Responsibility for Act of Insurer.** Neither the Employer, the Plan Administrator nor the Trustee shall be responsible for the validity of the provisions under a life insurance policy issued under this Section 10.08 or for the failure or refusal by the Insurer to provide benefits under such policy. The Employer, the Plan Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the life insurance policy or which renders the policy invalid or unenforceable in whole or in part.

SECTION 11
PLAN ADMINISTRATION AND OPERATION

11.01 **Plan Administrator.** The Employer is the Plan Administrator, unless the Employer designates in writing an alternative Plan Administrator. The Plan Administrator has the responsibilities described in this Section 11.

11.02 **Designation of Alternative Plan Administrator.** The Employer may designate another person or persons as the Plan Administrator by name, by reference to the person or group of persons holding a particular position, by reference to a procedure under which the Plan Administrator is designated, or by reference to a person or group of persons charged with the specific responsibilities of Plan Administrator.

(a) **Acceptance of responsibility by designated Plan Administrator.** If the Employer designates an alternative Plan Administrator, the designated Plan Administrator must accept its responsibilities in writing. The Employer and the designated Plan Administrator jointly will determine the time period for which the alternative Plan Administrator will serve.

(b) **Multiple alternative Plan Administrators.** If the Employer designated more than one person as an alternative Plan Administrator, such Plan Administrators shall act by majority vote, unless the group delegates particular Plan Administrator duties to a specific person.

(c) **Resignation or removal of designated Plan Administrator.** A designated Plan Administrator may resign by delivering a written notice of resignation to the Employer. The Employer may remove a designated Plan Administrator by delivering a written notice of removal. If a designated Plan Administrator resigns or is removed, and no new alternative Plan Administrator is designated, the Employer is the Plan Administrator.

(d) **Employer responsibilities.** If the Employer designates an alternative Plan Administrator, the Employer will provide in a timely manner all appropriate information necessary for the Plan Administrator to perform its duties. This information includes, but is not limited to, Participant compensation data, Employee employment, service and termination information, and other information the Plan Administrator may require. The Plan Administrator may rely on the accuracy of any information and data provided by the Employer.

(e) **Indemnification of Plan Administrator.** The Employer will indemnify, defend and hold harmless the Plan Administrator (including the individual members of any administrative committee appointed by the Employer to handle administrative functions of the Plan or any Employees who have administrative responsibility for the Plan) with respect to any liability, loss, damage or expense resulting from any act or omission (except willful misconduct or gross negligence) in their official capacities in the administration of this Trust or Plan, including attorney, accountant and advisory fees and all other expenses reasonably incurred in their defense.

11.03 **Duties, Powers and Responsibilities of the Plan Administrator.** The Plan Administrator will administer the Plan for the exclusive benefit of the Plan Participants and Beneficiaries, and in accordance with the terms of the Plan. If the terms of the Plan are unclear, the Plan Administrator may interpret the Plan, provided such interpretation is consistent with the rules of Code §40. This right to interpret the Plan is an express grant of discretionary authority to resolve ambiguities in the Plan document and to make discretionary decisions regarding the interpretation of the Plan's terms, including who is eligible to participate under the Plan, and the benefit rights of a Participant or Beneficiary. Unless an interpretation or decision is determined to be arbitrary and capricious, the Plan Administrator will not be held liable for any interpretation of the Plan terms or decision regarding the application of a Plan provision.

(a) **Delegation of duties, powers and responsibilities.** The Plan Administrator may delegate its duties, powers or responsibilities to one or more persons. Such delegation must be in writing and accepted by the person or persons receiving the delegation. The Employer must agree to such delegation by an alternative Plan Administrator.

(b) **Specific Plan Administrator responsibilities.** The Plan Administrator has the general responsibility to control and manage the operation of the Plan. This responsibility includes, but is not limited to, the following:

(1) To interpret and enforce the provisions of the Plan, including those related to Plan eligibility, vesting and benefits;

(2) To communicate with the Trustee and other responsible persons with respect to the crediting of Plan contributions, the disbursement of Plan distributions and other relevant matters;

(3) To develop separate procedures (if necessary) consistent with the terms of the Plan to assist in the administration of the Plan, including the adoption of a separate or modified loan policy (see Section 13), procedures for direction of investment by Participants (see Section 10.07), procedures for determining whether domestic

relations orders are QDROs, and procedures for the determination of investment earnings to be allocated to Participants' Accounts (see Section 10.03(d));

(4) To maintain all records necessary for tax and other administration purposes;

(5) To furnish and to file all appropriate notices, reports and other information to Participants, Beneficiaries, the Employer, the Trustee and government agencies (as necessary);

(6) To provide information relating to Plan Participants and Beneficiaries;

(7) To retain the services of other persons, including investment managers, attorneys, consultants, advisers and others, to assist in the administration of the Plan;

(8) To review and decide on claims for benefits under the Plan; and

(9) To correct any defect or error in the operation of the Plan;

11.04 Plan Administration Expenses.

(a) **Reasonable Plan administration expenses.** All reasonable expenses related to plan administration will be paid from Plan assets, except to the extent the expenses are paid (or reimbursed) by the Employer. For this purpose, Plan expenses include, but are not limited to, all reasonable costs, charges and expenses incurred by the Trustee in connection with the administration of the Trust (including such reasonable compensation to the Trustee as may be agreed upon from time to time between the Employer or Plan Administrator and the Trustee and any fees for legal services rendered to the Trustee). If liquid assets of the Trust are insufficient to cover the fees of the Trustee or the Plan Administrator, then Trust assets shall be liquidated to the extent necessary for such fees. In the event any part of the Trust becomes subject to tax, all taxes incurred will be paid from the Trust.

(b) **Plan expense allocation.** The Plan Administrator will allocate plan expenses among the accounts of Plan Participants. The Plan Administrator has authority to allocate these expenses either proportionally based on the value of the Account Balances or pro rata based on the number of Participants in the Plan. The Plan Administrator will determine the proper method for allocating expenses in accordance with such reasonable nondiscriminatory rules as the Plan Administrator deems appropriate under the circumstances. Unless the Plan Administrator decides otherwise, the following expenses will be allocated to the Participant's Account relative to which the expense is incurred: distribution expenses, including those relating to lump sums, installments, QDROs, hardship, in-service and required minimum distributions; loan expenses; participant direction expenses, including brokerage fees; and benefit calculations.

(c) **Expenses related to administration of former Employee or surviving Spouse.** If the Plan is making distributions to a former Employee or surviving Spouse, the Plan may charge reasonable Plan administrative expenses to the Account of that former Employee or surviving Spouse, but only if the administrative expenses are on a pro rata basis, Under the pro rata basis, the expenses are based on the amount in each account of a former Employee or surviving Spouse receiving benefits from the Plan. The Plan Administrator may use another reasonable basis for charging the expenses.

11.05 Qualified Domestic Relations Orders (QDROs).

(a) **In general.** Upon receipt of an order which appears to be a QDRO, the Plan Administrator will notify the Participant involved and each Alternate Payee under the order. The Plan Administrator will determine whether the order is a QDRO and will notify each affected individual of such determination. The Plan Administrator may use the default QDRO procedures set forth in subsection (h) below or may develop separate QDRO procedures for administering any QDROs submitted under the Plan.

(b) **Definitions related to Qualified Domestic Relations Orders (QDROs).**

(1) **QDRO**. A QDRO is a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to receive, or assigns to an Alternate Payee the right to receive, all or a portion of the benefits payable with respect to a Participant under the Plan. (See Code §414(p).) The QDRO must contain certain information and meet other requirements described in this Section 11.05.

(2) **Domestic relations order.** A domestic relations order is a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law).

(3) **Alternate Payee.** An Alternate Payee must be a Spouse, former Spouse, child, or other dependent of a Participant.

(c) **Recognition as a QDRO**. To be a QDRO, an order must be a domestic relations order (as defined in subsection (b)(2) above) that relates to the provision of child support, alimony payments, or marital property rights for the benefit of an Alternate Payee. The Plan Administrator is not required to determine whether the court or agency issuing the domestic relations order had jurisdiction to issue an order, whether state law is correctly applied in the order, whether service was properly made on the parties, or whether an individual identified in an order as an Alternate Payee is a proper Alternate Payee under state law.

Effective April 6, 2007, a domestic relations order otherwise meeting the requirements to be a QDRO shall not fail to be treated as a QDRO solely because:

(1) the order is issued after, or revises, another domestic relations order or QDRO; or

(2) of the time at which the order is issued, including orders issued after the death of the Participant.

Any QDRO described in this Section 11.05 shall be subject to the same requirements and protections which apply to QDROs under Code §414(p)(7).

(d) **Contents of QDRO.** A QDRO must contain the following information:

(1) the name and last known mailing address of the Participant and each Alternate Payee;

(2) the name of each plan to which the order applies;

(3) the dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the Alternate Payee; and

(4) the number of payments or time period to which the order applies.

(e) **Impermissible QDRO provisions.**

(1) The order must not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;

(2) The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);

(3) The order must not require the Plan to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO; and

(4) The order must not require the Plan to pay benefits to an Alternate Payee in the form of a Qualified Joint and Survivor Annuity for the lives of the Alternate Payee and his or her subsequent Spouse.

(f) **Immediate distribution to Alternate Payee.** Even if a Participant is not eligible to receive an immediate distribution from the Plan, an Alternate Payee may receive a QDRO benefit immediately in a lump sum, provided such distribution is consistent with the QDRO provisions.

(g) **Fee for QDRO determination.** The Plan Administrator may condition the making of a QDRO determination on the payment of a fee by a Participant or an Alternate Payee (either directly or as a charge against the Participant's Account).

(h) **Default QDRO procedure.** If the Plan Administrator chooses this default QDRO procedure or if the Plan Administrator does not establish a separate QDRO procedure, this subsection (h) will apply as the procedure the Plan Administrator will use to determine whether a domestic relations order is a QDRO. This default QDRO procedure incorporates the requirements set forth below.

(1) **Access to information.** The Plan Administrator will provide access to Plan and Participant benefit information sufficient for a prospective Alternate Payee to prepare a QDRO. Such information might include the summary plan description, other relevant plan documents, and a statement of the Participant's benefit entitlements. The disclosure of this information is conditioned on the prospective Alternate Payee providing to the Plan Administrator information sufficient to reasonably establish that the disclosure request is being made in connection with a domestic relations order.

(2) **Notifications to Participant and Alternate Payee.** The Plan Administrator will promptly notify the affected Participant and each Alternate Payee named in the domestic relations order of the receipt of the order. The Plan Administrator will send the notification to the address included in the domestic relations order. Along with the notification, the Plan Administrator will provide a copy of the Plan's procedures for determining whether a domestic relations order is a QDRO.

(3) **Alternate Payee representative.** The prospective Alternate Payee may designate a representative to receive copies of notices and Plan information that are sent to the Alternate Payee with respect to the domestic relations order.

(4) **Evaluation of domestic relations order.** Within a reasonable period of time, the Plan Administrator will evaluate the domestic relations order to determine whether it is a QDRO. A reasonable period will depend on the specific circumstances. The domestic relations order must contain the information described in subsection (d). If the order is only deficient in a minor respect, the Plan Administrator may supplement information in the order from information within the Plan Administrator's control or through communication with the prospective Alternate Payee.

(i) **Separate accounting.** Upon receipt of a domestic relations order, the Plan Administrator will separately account for and preserve the amounts that would be payable to an Alternate Payee until a determination is made with respect to the status of the order. During the period in which the status of the order is being determined, the Plan Administrator will take whatever steps are necessary to ensure that amounts that would be payable to the Alternate Payee, if the order were a QDRO, are not distributed to the Participant or any other person. The separate accounting requirement may be satisfied, at the Plan Administrator's discretion, by a segregation of the assets that are subject to separate accounting.

(ii) **Separate accounting until the end of 18 month period.** The Plan Administrator will continue to separately account for amounts that are payable under the QDRO until the end of an 18-month period. The 18-month period will begin on the first date following the Plan's receipt of the order upon which a payment would be required to be made to an Alternate Payee under the order. If, within the 18-month period, the Plan Administrator determines that the order is a QDRO, the Plan Administrator must pay the Alternate Payee in accordance with the terms of the QDRO. If, however, the Plan Administrator determines within the 18-month period that the order is not a QDRO, or, if the status of the order is not resolved by the end of the 18-month period, the Plan Administrator may pay out the amounts otherwise payable under the order to the person or persons who would have been entitled to such amounts if there had been no order. If the order is later determined to be a QDRO, the order will apply only prospectively; that is, the Alternate Payee will be entitled only to amounts payable under the order after the subsequent determination.

(iii) **Preliminary review.** The Plan Administrator will perform a preliminary review of the domestic relations order to determine if it is a QDRO. If this preliminary review indicates the order is deficient in some manner, the Plan Administrator will allow the parties to attempt to correct any deficiency before issuing a final decision on the domestic relations order. The ability to correct is limited to a reasonable period of time.

(iv) **Notification of determination.** The Plan Administrator will notify in writing the Participant and each Alternate Payee of the Plan Administrator's decision as to whether a domestic relations order is a QDRO. In the case of a determination that an order is not a QDRO, the written notice will contain the following information:

(A) references to the Plan provisions on which the Plan Administrator based its decision;

(B) an explanation of any time limits that apply to rights available to the parties under the Plan (such as the duration of any protective actions the Plan Administrator will take); and

(C) a description of any additional material, information, or modifications necessary for the order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

(v) **Treatment of Alternate Payee.** If an order is accepted as a QDRO, the Plan Administrator will act in accordance with the terms of the QDRO as if it were a part of the Plan. Except as designated otherwise under this subsection (v), an Alternate Payee will be considered a Beneficiary under the Plan and be afforded the same rights as a Beneficiary. The Plan Administrator will provide any appropriate

disclosure information relating to the Plan to the Alternate Payee. In determining the rights of an Alternate Payee, unless designated otherwise under AA §C-4(b), the following rules apply:

(A) **Loans.** An Alternate Payee is not permitted to take a loan from the Plan.

(B) **Death benefits.** If an Alternate Payee dies prior to receiving the entire amount designated under the QDRO, such benefits will be paid in accordance with Section 7.07, treating the Alternate Payee as the Beneficiary. If the Alternate Payee dies without a designated Beneficiary, the benefits will be paid to the Alternate Payee's estate. Any death benefit will be paid in a single sum as soon as administratively feasible after the Alternate Payee's death.

(C) **Direction of investments.** An Alternate Payee has the right to direct the investment of the portion of the Participant's benefit that is segregated for the Alternate Payee's benefit pursuant to a QDRO in the same manner as the Participant.

11.06 **Claims Procedure.** The Plan Administrator may establish procedures for administering benefit claims. Such benefit claims procedures should provide claimants with a reasonable opportunity to have a full and fair review of a denied claim. The Plan Administrator is authorized to conduct an examination of the relevant facts to determine the merits of a Participant's or Beneficiary's claim for Plan benefits. Any claims procedure will incorporate the guidelines under this Section 11.06. To the extent any of the time periods specified in this Section 11.06 are amended by law or Department of Labor regulations, the time frames specified herein shall automatically be changed in accordance with such law or regulation.

SECTION 12
TRUST PROVISIONS

12.01 **Establishment of Trust.** In conjunction with the establishment of this Plan, the Employer and the Trustee agree to establish and maintain a domestic Trust in the United States consisting of such sums as shall from time to time be paid to the Trustee under the Plan and such earnings, income and appreciation as may accrue thereon. The Trustee shall carry out the duties and responsibilities herein specified, but shall be under no duty to determine whether the amount of any contribution by the Employer or any Participant is in accordance with the terms of the Plan.

The Trust shall be held, invested, reinvested and administered by the Trustee in accordance with the terms of the Plan and this Agreement solely in the interest of Participants and their Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan. Except as provided in Section 15.02, no assets of the Plan shall inure to the benefit of the Employer.

12.02 **Types of Trustees.** The Trustee identified in the Trustee Declaration page under the Adoption Agreement shall act either as a Directed Trustee or as a Discretionary Trustee, as designated on the Trustee Declaration page.

(a) **Directed Trustee.** A Directed Trustee is subject to the direction of the Plan Administrator, the Employer, a properly appointed investment manager, or Plan Participant. A Directed Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, a Directed Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

(1) **Delegation of powers.** The Directed Trustee shall be advised in writing regarding the retention of investment powers by the Employer or the appointment of an investment manager with power to direct the investment of Plan assets. Any such delegation of investment powers will remain in force until such delegation is revoked or amended in writing. The Employer is deemed to have retained investment powers under this subsection to the extent the Employer directs the investment of Participant Accounts for which affirmative investment direction has not been received.

(2) **Direction of Trustee.** Any investment direction shall be made in writing by the Employer, investment manager, as applicable. A Directed Trustee must act solely in accordance with the direction of the Plan Administrator, the Employer, any employees or agents of the Employer, a properly appointed investment manager or other authorized person, or Plan Participants. (See Section 10.07 for a discussion of the Trustee's responsibilities with regard to Participant directed investments.)

(3) **Restriction on Trustee.** The Employer may direct the Directed Trustee to invest in any media in which the Trustee may invest, as described in Section 12.03(b). However, the Employer may not borrow from the Trust or pledge any of the assets of the Trust as security for a loan to itself; buy property or assets from or sell property or assets to the Trust; charge any fee for services rendered to the Trust; or receive any services from the Trust on a preferential basis.

(b) **Discretionary Trustee.** A Discretionary Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets. Notwithstanding a Trustee's designation as a Discretionary Trustee, a Trustee's discretion is limited, and the Trustee shall be considered a Directed Trustee, to the extent the Trustee is subject to the direction of the Plan Administrator, the Employer, a properly appointed investment manager, under an agreement between the Plan Administrator and the Trustee. A Trustee also is considered a Directed Trustee to the extent the Trustee is subject to investment direction of Plan Participants. (See Section 10.07 for a discussion of the Trustee's responsibilities with regard to Participant-directed investments.)

12.03 **Responsibilities of the Trustee.** In addition to the powers, rights and responsibilities enumerated under this Section, the Trustee has all powers necessary to carry out its duties in a prudent manner. The Trustee's powers, rights and responsibilities may be modified, supplemented or limited by a separate trust agreement, investment policy, funding agreement, or other binding document entered into between the Trustee and the Plan Administrator or Employer. Such binding document must designate the Trustee's responsibilities with respect to the Plan. A separate trust agreement, investment policy, funding agreement, or other binding document must be consistent with the terms of this Plan and must comply with all qualification requirements under the Code and regulations. To the extent the exercise of any power, right or responsibility is subject to discretion, such exercise by a Directed Trustee must be made at the direction of the Plan Administrator, the Employer, an investment manager, or Plan Participant.

(a) **Responsibilities regarding administration of Trust.**

(1) The Trustee, the Employer and the Plan Administrator shall each discharge their assigned duties and responsibilities under this Agreement and the Plan solely in the interest of Participants and their Beneficiaries in the following manner:

(i) for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;

(ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(iii) by diversifying the available investments under the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

(2) The Trustee will receive all contributions, earnings and other amounts made to and under the terms of the Plan. The Trustee is not obligated in any manner to ensure that such amounts are correct in amount or that such amounts comply with the terms of the Plan or the Code. The Trustee is not liable for the manner in which such amounts are deposited or the allocation between Participant's Accounts, to the extent the Trustee follows the written direction of the Plan Administrator or Employer.

(3) The Trustee will make distributions from the Trust in accordance with the written directions of the Plan Administrator or other authorized representative. To the extent the Trustee follows such written direction, the Trustee is not obligated in any manner to ensure a distribution complies with the terms of the Plan, that a Participant or Beneficiary is entitled to such a distribution, or that the amount distributed is proper under the terms of the Plan. If there is a dispute as to a payment from the Trust, the Trustee may decline to make payment of such amounts until the proper payment of such amounts is determined by a court of competent jurisdiction, or the Trustee has been indemnified to its satisfaction.

(4) The Trustee may employ agents, attorneys, accountants and other third parties to provide counsel on behalf of the Plan, where the Trustee deems advisable. The Trustee may reimburse such persons from the Trust for reasonable expenses and compensation incurred as a result of such employment. The Trustee shall not be liable for the actions of such persons, provided the Trustee acted prudently in the employment and retention of such persons. In addition, the Trustee will not be liable for any actions taken as a result of good faith reliance on the advice of such persons.

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

(6) Except as provided in Section 15.02, at no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan shall any part of the corpus or income of the Fund be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan.

(b) **Responsibilities regarding investment of Plan assets.**

(1) The Trustee shall be responsible for holding the assets of the Trust in accordance with the provisions of this Plan.

(2) The Trustee may invest and reinvest, manage and control the Plan assets in a manner that is consistent with the Plan's funding policy and investment objectives of the Plan. The Trustee may invest in any investment, as authorized under this subsection (b), which the Trustee deems advisable and prudent, subject to the proper written direction of the Plan Administrator, the Employer, a properly appointed investment manager, or a Plan Participant. The Trustee is not liable for the investment of Plan assets to the extent the Trustee is following the proper direction of the Plan Administrator, the Employer, a Participant, an Investment manager, or other person or persons duly appointed by the Employer to provide investment direction. In addition, the Trustee does not guarantee the Trust in any manner against investment loss or depreciation in asset value, or guarantee the adequacy of the Trust to meet and discharge any or all liabilities of the Plan.

(3) The Trustee may hold any securities or other property in the name of the Trustee or in the name of the Trustee's nominee, and may hold any investments in bearer form, provided the books and records of the Trustee at all times show such investment to be part of the Trust.

(4) The Trustee may retain such portion of the Plan assets in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon.

(5) The Trustee may collect and receive any and all moneys and other property due the Plan and to settle, compromise, or submit to arbitration any claims, debts, or damages with respect to the Plan, and to commence or defend on behalf of the Plan any lawsuit, or other legal or administrative proceedings.

(6) The Trustee may pay expenses out of Plan assets as necessary to administer the Trust and as authorized under the Plan.

(7) The Trustee may borrow or raise money on behalf of the Plan in such amount, and upon such terms and conditions, as the Trustee deems advisable. The Trustee may issue a promissory note as Trustee to secure the repayment of such amounts and may pledge all, or any part, of the Trust as security.

(8) The Trustee is authorized to execute, acknowledge and deliver all documents of transfer and conveyance, receipts, releases, and any other instruments that the Trustee deems necessary or appropriate to carry out its powers, rights and duties hereunder.

(9) The Trustee, upon the written direction of the Plan Administrator, is authorized to enter into a transfer agreement with the Trustee of another qualified retirement plan and to accept a transfer of assets from such retirement plan on behalf of any Employee of the Employer. The Trustee is also authorized, upon the written direction of the Plan Administrator, to transfer some or all of a Participant's vested Account Balance to another qualified retirement plan on behalf of such Participant. A transfer agreement entered into by the Trustee does not affect the Plan's status as a Volume Submitter Plan.

(10) If the Employer maintains more than one Plan, the assets of such Plans may be commingled for investment purposes. The Trustee must separately account for the assets of each Plan. A commingling of assets does not cause the Trusts maintained with respect to the Employer's Plans to be treated as a single Trust, except as provided in a separate document authorized in the first paragraph of this Section 12.03.

(11) If the Trustee is a bank or similar financial institution, the Trustee is authorized to invest in any type of deposit of the Trustee (including its own money market fund) at a reasonable rate of interest.

(12) The Trustee is authorized to invest Plan assets in a common/collective trust fund, or in a group trust fund that satisfies the requirements of IRS Revenue Ruling 81-100, as clarified by Revenue Ruling 2004-67. All of the terms and provisions of any such common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust for this Plan. The assets in a group trust may be pooled with the assets of a custodial account under Code §403(b)(7), a retirement income account under Code §403(b)(9), and Code §401(a)(24) governmental plans without affecting the tax status of the group trust, subject to the requirements under Rev. Rul. 2011-1 (as modified by Notice 2012-6).

12.04 **Responsibilities of the Employer.** The Employer will provide to the Trustee written notification of the appointment of any person or persons as Plan Administrator or investment manager and the names, titles and authorities of any individuals who are authorized to act on behalf of such persons. The Trustee shall be entitled to rely upon such information until it receives written notice of a change in such appointments or authorizations.

The Employer may authorize the Trustee to enter into a merger agreement with the Trustee of another plan to effect such merger or consolidation. A merger agreement entered into by the Trustee is not part of this Plan and does not affect the assets transferred to this Plan from another plan.

12.05 **Effect of Plan Amendment.** Any amendment that affects the rights, duties or responsibilities of the Trustee or Plan Administrator may only be made with the Trustee's or Plan Administrator's written consent. Any amendment to the Plan must be in writing and a copy of the resolution (or similar instrument) setting forth such amendment (with the applicable effective date of such amendment) must be delivered to the Trustee.

12.06 **More than One Trustee.** If the Plan has more than one person acting as Trustee, the Trustees may allocate the Trustee responsibilities by mutual agreement. The Trustees may agree to make decisions by a majority vote or may permit any one of the Trustees to make any decision, undertake any action or execute any documents affecting this Trust without the approval of

the remaining Trustees. The Trustees may agree to the allocation of responsibilities in a separate trust agreement or other binding document.

12.07 **Annual Valuation.** The Plan assets will be valued at least on an annual basis. The Employer may designate more frequent Valuation Dates under AA §11-1. Notwithstanding any election under AA §11-1, the Trustee and Plan Administrator may agree to value the Trust on a more frequent basis, and/or to perform an interim valuation of the Trust.

12.08 **Reporting to Plan Administrator and Employer.** Within a reasonable time after the end of each Plan Year or within a reasonable time after its removal or resignation, the Trustee shall file with the Plan Administrator a written account of the administration of the Trust showing all transactions effected by the Trustee from the last preceding accounting to the end of such Plan Year or date of removal or resignation. The accounting will include a statement of cash receipts, disbursements and other transactions effected by the Trustee since the date of its last accounting, and such further information as the Trustee and/or Employer deems appropriate. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Trustee shall have a reasonable time following its receipt of a written disapproval from the Employer to provide the Employer with a written explanation of the terms in question. If the Employer again disapproves of the accounting, the Trustee may file its accounting with a court of competent jurisdiction for audit and adjudication.

12.09 **Reasonable Compensation.** The Trustee shall be paid reasonable compensation in an amount agreed upon by the Plan Administrator and Trustee. The Trustee also will be reimbursed for any reasonable expenses or fees incurred in its function as Trustee. An individual Trustee who is already receiving full-time pay as an Employee of the Employer may not receive any additional compensation for services as Trustee. The Plan will pay the reasonable compensation and expenses incurred by the Trustee, unless the Employer pays such compensation and expenses. Any compensation or expense paid directly by the Employer to the Trustee is not an Employer Contribution to the Plan.

12.10 **Resignation and Removal of Trustee.** The Trustee may resign at any time by delivering to the Employer a written notice of resignation at least thirty (30) days prior to the effective date of such resignation, unless the Employer consents in writing to a shorter notice period. The Employer and Trustee may agree to a longer notification period prior to the resignation of the Trustee The Employer may remove the Trustee at any time, with or without cause, by delivering written notice to the Trustee at least 30 days prior to the effective date of such removal. The Employer may remove the Trustee upon a shorter written notice period if the Employer reasonably determines such shorter period is necessary to protect Plan assets or to ensure the Plan is being operated for the exclusive benefit of Participants and their Beneficiaries. Upon the resignation, removal, death or incapacity of a Trustee, the Employer may appoint a successor Trustee which, upon accepting such appointment, will have all the powers, rights and duties conferred upon the preceding Trustee. In the event there is a period of time following the effective date of a Trustee's removal or resignation before a successor Trustee is appointed, the Employer is deemed to be the Trustee. During such period, the Trust continues to be in existence and legally enforceable, and the assets of the Plan shall continue to be protected by the provisions of the Trust.

12.11 **Indemnification of Trustee.** Except to the extent that it is judicially determined that the Trustee has acted with gross negligence or willful misconduct, the Employer shall indemnify the Trustee (whether or not the Trustee has resigned or been removed) against any liabilities, losses, damages, and expenses, including attorney, accountant, and other advisory fees, incurred as a result of:

(a) any action of the Trustee taken in good faith in accordance with any information, instruction, direction, or opinion given to the Trustee by the Employer, the Plan Administrator, investment manager, or legal counsel of the Employer, or any person or entity appointed by any of them and authorized to give any information, instruction, direction, or opinion to the Trustee;

(b) the failure of the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them to make timely disclosure to the Trustee of information which any of them or any appointee knows or should know if it acted in a reasonably prudent manner; or

(c) any breach of fiduciary duty by the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them, other than such a breach which is caused by any failure of the Trustee to perform its duties under this Trust.

12.12 **Liability of Trustee.** The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Plan document and Trust or as subsequently agreed upon by the parties. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee shall rest solely with the Plan Administrator and the Employer.

The Employer agrees that the Trustee shall have no liability with regard to the investment or management of illiquid Plan assets transferred from a prior Trustee, and shall have no responsibility for investments made before the transfer of Plan assets to it, or

for the viability or prudence of any investment made by a prior Trustee, including those represented by assets now transferred to the custody of the Trustee, or for any dealings whatsoever with respect to Plan assets before the transfer of such assets to the Trustee. The Employer shall indemnify and hold the Trustee harmless for any and all claims, actions or causes of action for loss or damage, or any liability whatsoever relating to the assets of the Plan transferred to the Trustee by any prior Trustee of the Plan, including any liability arising out of or related to any act or event, including prohibited transactions, occurring prior to the date the Trustee accepts such assets, including all claims, actions, causes of action, loss, damage, or any liability whatsoever arising out of or related to that act or event, although that claim, action, cause of action, loss, damage, or liability may not be asserted, may not have accrued, or may not have been made known until after the date the Trustee accepts the Plan assets. Such indemnification shall extend to all applicable periods, including periods for which the Plan is retroactively restated to comply with any tax law or regulation.

12.13 **Appointment of Custodian.** The Plan Administrator may appoint a Custodian to hold all or any portion of the Plan assets. A Custodian has the powers, rights and responsibilities similar to those of a Directed Trustee. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an investment manager, or other third party with authority to provide direction to the Custodian. The Custodian may designate its acceptance of the responsibilities and obligations described under this Plan document by executing the Trustee Declaration Page. The Employer also may enter into a separate agreement with the Custodian. Such separate agreement must be consistent with the responsibilities and obligations set forth in this Plan document. If there is no Custodian that will be executing the Trustee Declaration, the provisions of the Trustee Declaration addressing the Custodian (i.e., the Custodian signature provisions) may be removed from the Trustee Declaration Page.

12.14 **Modification of Trust Provisions.** The Employer may amend the administrative trust or custodial provisions under this Plan (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the Plan and do not cause the plan to fail to qualify under Code §401(a). The Employer may document any amendment modifying the trust or custodial provisions under this Plan or other overriding language in an Addendum to the Adoption Agreement.

12.15 **Custodial Accounts, Annuity Contracts and Insurance Contracts.** As provided under Code §401(f), a custodial account, an annuity contract or a contract issued by an Insurer is treated as a qualified trust under the Plan if (i) the custodial account or contract would, except for the fact that it is not a trust, constitute a qualified trust under Code §401(a) and (ii) in the case of a custodial account the assets thereof are held by a bank (as defined in Code §408(n)) or another person who demonstrates to the IRS that the manner in which the assets are held are consistent with the requirements of Code §401(a).

No insurance contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the Insurer provides that: (1) no value under contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

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

SECTION 13
PARTICIPANT LOANS

13.01 **Availability of Participant Loans.** The Employer may elect under Appendix B of the Adoption Agreement to permit Participants to take loans from their vested Account Balance under the Plan. Participant loans may be treated as a segregated investment on behalf of each individual Participant for whom the loan is made or may be treated as a general investment of the Plan. If the Employer elects to permit loans under the Plan, the Employer may elect to use the default loan policy under this Section 13, as modified under Appendix B of the Adoption Agreement, or an outside loan policy for purposes of administering Participant loans under the Plan. If a separate written loan policy is adopted, the terms of such separate loan policy will control over the terms of this Plan with respect to the administration of any Participant loans. Any separate written loan policy must satisfy the requirements under Code §72(p) and the regulations thereunder.

To receive a Participant loan, a Participant must sign a promissory note along with a pledge or assignment of the portion of the Account Balance used for security on the loan. The loan will be evidenced by a legally enforceable agreement which specifies the amount and term of the loan, and the repayment schedule.

13.02 **Must be Available in Reasonably Equivalent Manner.** Participant loans must be made available to Participants in a reasonably equivalent manner. The Employer may elect under AA §B-7 to limit the availability of Participant loans to specified events. For example, the availability of Participant loans may be limited to the occurrence of a hardship event as described in Section 7.10(e)(1)(i).

13.03 **Loan Limitations.** A Participant loan may not be made to the extent such loan (when added to the outstanding balance of all other loans made to the Participant) exceeds the lesser of:

(a) $50,000 (reduced by the excess, if any, of the Participant's highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan is made, over the Participant's outstanding balance of loans from the Plan as of the date such loan is made) or

(b) one-half (½) of the Participant's vested Account Balance, determined as of the Valuation Date coinciding with or immediately preceding such loan, adjusted for any contributions or distributions made since such Valuation Date.

If so elected under AA §B-4, a Participant may take a loan equal to the greater of $10,000 or 50% of the Participant's vested Account Balance. However, if a Participant takes a loan in excess of 50% of the Participant's vested Account Balance, such loan is still subject to the adequate security requirements under Section 13.06.

In applying the limitations under this Section 13.03, all plans maintained by the Employer are aggregated and treated as a single plan. In addition, any assignment or pledge of any portion of the Participant's interest in the Plan and any loan, pledge, or assignment with respect to any insurance contract purchased under the Plan will be treated as loan under this Section.

13.04 **Limit on Amount and Number of Loans.** Unless elected otherwise under AA §B-5 and/or AA §B-6, or under a separate written loan policy, a Participant may not receive a Participant loan of less than $1,000 nor may a Participant have more than one Participant loan outstanding at any time.

(a) **Loan renegotiation.** Unless designated otherwise under AA §B-15, a Participant may be permitted to renegotiate a loan without violating the one outstanding loan requirement to the extent such renegotiated loan is a new loan (i.e., the renegotiated loan separately satisfies the reasonable interest rate requirement under Section 13.05, the adequate security requirement under Section 13.06, and the periodic repayment requirement under Section 13.07) and the renegotiated loan does not exceed the limitations under Section 13.03 above, treating both the replaced loan and the renegotiated loan as outstanding at the same time. However, if the term of the renegotiated loan does not end later than the original term of the replaced loan, the replaced loan may be ignored in applying the limitations under Section 13.03 above.

(b) **Participant must be creditworthy.** The Plan Administrator may refuse to make a loan to any Participant who is determined to be not creditworthy. For this purpose, a Participant is not creditworthy if, based on the facts and circumstances, it is reasonable to believe that the Participant will not repay the loan. A Participant who has defaulted on a previous loan from the Plan and has not repaid such loan (with accrued interest) at the time of any subsequent loan will be treated as not creditworthy until such time as the Participant repays the defaulted loan (with accrued interest).

13.05 **Reasonable Rate of Interest.** All Participant loans will be charged a reasonable rate of interest. Alternative methods for determining a reasonable rate of interest may be identified under AA §B-7 or under a separate written loan policy. The interest rate assumptions must be periodically reviewed to ensure the interest rate charged on Participant loans is reasonable.

If a Participant is in military service while he/she has an outstanding Participant loan, the applicable interest charged on such loan during the period while the Participant is in military service will not exceed 6% per year provided the Participant provides

written notice and a copy of his/her call-up or extension orders to the Plan Administrator within 180 days following the Participant's termination or release from military service. For this purpose, military service is as defined in the Soldier's and Sailor's Civil Relief Act of 1940 as modified by the Servicemembers Civil Relief Act of 2003. The Participant may voluntarily waive this 6% interest limitation and the Plan Administrator may petition the court to retain the original interest rate if the ability to repay is not affected by the Participant's activation to military duty.

13.06 **Adequate Security.** All Participant loans must be adequately secured. The Participant's vested Account Balance shall be used as security for a Participant loan provided the outstanding balance of all Participant loans made to such Participant does not exceed 50% of the Participants vested Account Balance, determined immediately after the origination of each loan,. The Plan Administrator (with the consent of the Trustee) may require a Participant to provide additional collateral to receive a Participant loan if the Plan Administrator determines such additional collateral is required to protect the interests of Plan Participants. A separate loan policy or written modifications to this loan policy may prescribe alternative rules for obtaining adequate security.

13.07 **Periodic Repayment.** A Participant loan must provide for level amortization with payments to be made not less frequently than quarterly. A Participant loan must be payable within a period not exceeding five (5) years from the date the Participant receives the loan from the Plan, unless the loan is for the purchase of the Participant's principal residence, in which case the loan may be payable within ten (10) years or such longer period that is commensurate with the repayment period permitted by commercial lenders for similar loans. Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of a Participant's wages, the frequency with which the Participant is paid, or other circumstances.

(a) **Leave of absence.** A Participant with an outstanding Participant loan may suspend loan payments to the Plan for up to 12 months for any period during which the Participant's pay is insufficient to fully repay the required loan payments. Upon the Participant's return to employment (or after the end of the 12-month period, if earlier), the Participant's outstanding loan will be reamortized over the remaining period of such loan to make up for the missed payments. The reamortized loan may extend beyond the original loan term so long as the loan is paid in full by whichever of the following dates comes first:

(1) the date which is five (5) years from the original date of the loan (or the end of the suspension, if sooner), or

(2) the original loan repayment deadline (or the end of the suspension period, if later) plus the length of the suspension period.

(b) **Military leave.** A Participant with an outstanding Participant loan also may suspend loan payments for any period such Participant is on military leave, in accordance with Code §414(u)(4). Upon the Participant's return from military leave (or the expiration of five years from the date the Participant began his/her military leave, if earlier), loan payments will recommence under the amortization schedule in effect prior to the Participant's military leave, without regard to the five-year maximum loan repayment period. Alternatively, the loan may be reamortized to require a different level of loan payment, as long as the amount and frequency of such payments are not less than the amount and frequency under the amortization schedule in effect prior to the Participant's military leave.

13.08 **Designation of Accounts.** A Participant loan will be treated as a segregated investment on behalf of the individual Participant for whom the loan is made or may be treated as a general investment of the Plan. Unless designated otherwise under AA §B-9 or under a separate loan procedure, loan amounts may be taken from any available contribution source under the Plan .The Plan Administrator may determine the contribution sources from which a loan is taken or may follow directions of the Participant.

Each payment of principal and interest paid by a Participant on his/her Participant loan shall be credited to the same Participant Accounts and investment funds within such Accounts from which the loan was taken.

13.09 **Procedures for Loan Default.** A Participant will be considered to be in default with respect to a loan if any scheduled repayment with respect to such loan is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Employer may apply a shorter cure period under AA §B-11.

If a Participant defaults on a Participant loan, the Plan may not offset the Participant's Account Balance until the Participant is otherwise entitled to an immediate distribution of the portion of the Account Balance which will be offset and such amount being offset is available as security on the loan, pursuant to Section 13.06. For this purpose, a loan default is treated as an immediate distribution event to the extent the law does not prohibit an actual distribution of the type of contributions which would be offset as a result of the loan default). The Participant may repay the outstanding balance of a defaulted loan (including accrued interest through the date of repayment) at any time.

Pending the offset of a Participant's Account Balance following a defaulted loan, the following rules apply to the amount in default.

(a) Interest continues to accrue on the amount in default until the time of the loan offset or, if earlier, the date the loan repayments are made current or the amount is satisfied with other collateral.

(b) A subsequent offset of the amount in default is not reported as a taxable distribution, except to the extent the taxable portion of the default amount was not previously reported by the Plan as a taxable distribution.

(c) The post-default accrued interest included in the loan offset is not reported as a taxable distribution at the time of the offset.

A separate loan policy or written modifications to this loan policy may modify the procedures for determining a loan default.

13.10 Termination of Employment.

(a) **Offset of outstanding loan.** Unless elected otherwise under AA §B-13, a Participant loan becomes due and payable in full immediately upon the Participant's termination of employment. Upon a Participant's termination, the Participant may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following termination of employment. If the Participant does not repay the entire outstanding loan balance, the Participant's vested Account Balance will be reduced by the remaining outstanding balance of the loan to the extent such Account Balance is available as security on the loan, pursuant to Section 13.06, and the remaining vested Account Balance will be distributed in accordance with the distribution provisions under Section 7. If the outstanding loan balance of a deceased Participant is not repaid, the outstanding loan balance shall be treated as a distribution to the Participant and shall reduce the death benefit amount payable to the Beneficiary under Section 7.07.

(b) **Direct Rollover.** Unless elected otherwise under AA §B-14, upon termination of employment, a Participant may request a Direct Rollover of the loan note (provided the distribution is an Eligible Rollover Distribution as defined in Section 7.04(a)(1)) to another qualified plan which agrees to accept a Direct Rollover of the loan note. A Participant may not engage in a Direct Rollover of a loan to the extent the Participant has already received a deemed distribution with respect to such loan. (See the rules regarding deemed distributions upon a loan default under Section 13.09.)

13.11 Amendment of Plan to Eliminate Participant Loans. The Plan may be amended at any time to eliminate Participant loans on a prospective basis. However, the elimination of a Participant loan feature may not result in the acceleration of payment of any existing Participant loans, unless the terms of the Participant loan permit such acceleration.

SECTION 14
PLAN AMENDMENTS, TERMINATION, MERGERS AND TRANSFERS

14.01 Plan Amendments.

(a) **Amendment by the Volume Submitter practitioner.** The Volume Submitter practitioner may amend the Plan on behalf of all adopting Employers, including those Employers who adopt the Plan prior to or after the amendment, for changes in the Code, regulations, revenue rulings, and other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the Plan.

However, for purposes of reliance on an advisory or determination letter, the Volume Submitter practitioner will no longer have the authority to amend the Plan on behalf of any adopting Employer as of either:

(1) the date the Employer amends the Plan to incorporate a type of plan that is not permitted under the Volume Submitter program, as described in section 6.03 of Rev. Proc. 2011-49, or

(2) the date the IRS notifies the Employer, in accordance with section 24.03 of Rev. Proc. 2011-49, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the Favorable IRS Letter, the Volume Submitter practitioner's authority to amend the Plan on behalf of the adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Volume Submitter practitioner will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Volume Submitter practitioner will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary.

(b) **Amendment by the Employer.** The Employer shall have the right at any time to amend the Adoption Agreement in the following manner without affecting the Plan's status as a Volume Submitter Plan. (The ability to amend the Plan as authorized under this subsection (b) applies only to the Employer that executes the Employer Signature Page of the Adoption Agreement. Any amendment to the Plan by the Employer under this subsection (b) also applies to any other Employer that participates under the Plan as a Participating Employer.)

(1) The Employer may change any optional selections under the Adoption Agreement.

(2) The Employer may add overriding language to the Adoption Agreement when such language is necessary to satisfy Code §415 because of the required aggregation of multiple plans.

(3) The Employer may change the administrative selections under Appendix C of the Adoption Agreement by replacing the appropriate page(s) within the Adoption Agreement. Such amendment does not require reexecution of the Employer Signature Page of the Adoption Agreement.

(4) The Employer may amend administrative provisions of the trust or custodial document, including the name of the Plan, Employer, Trustee or Custodian, Plan Administrator and other fiduciaries, the trust year, and the name of any pooled trust in which the Plan's trust will participate.

(5) The Employer may add certain sample or model amendments published by the IRS which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan.

(6) The Employer may add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(7) The Employer may adopt any amendments that it deems necessary to satisfy the requirements for resolving qualification failures under the IRS' compliance resolution programs.

The Employer may amend the Plan at any time for any other reason. If such amendment is not deemed to be significant, the Plan will not lose its status as a Volume Submitter Plan. However, if the Employer modifies the language of the Plan or Adoption Agreement (other than the completion of optional selections (e.g., Describe lines), the Employer will not be able to rely on the Favorable IRS Letter issued with respect to the Plan and will need to submit the Plan to the IRS for a favorable determination letter to retain reliance. If an amendment to the Plan is deemed significant, such

amendment could cause the Plan to lose its status as a Volume Submitter Plan and become an individually designed plan.

(c) **Method of amendment.** An amendment to the Plan may be adopted as a modification to the Adoption Agreement and/or Basic Plan Document or as a separate snap-on amendment. An amendment to the Plan may be adopted as part of a properly executed board resolution. Any such amendment must be executed by the board of directors or a duly authorized officer of the Employer (if the Employer is a corporation or other similarly organized business entity), by a general partner or member of the Employer (if the Employer is a partnership or limited liability company), or by a sole proprietor (if the Employer is a sole proprietorship).

(d) **Effective date of Plan Amendments.** If the Plan is restated or amended, such restatement or amendment is generally effective as of the Effective Date of the restatement or amendment (as designated on the Employer Signature Page with respect to such amendment), except where the context indicates a reference to an earlier Effective Date. The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A of the Adoption Agreement.

(1) **Retroactive Effective Date.** If the Plan is amended retroactively (e.g., to add language required to comply with IRS guidance or law), the provisions of this Plan generally override the provisions of any prior Plan. However, if the provisions of this Plan are different from the provisions of the Employer's prior plan and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, the provisions of such prior plan are incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, regulations, or other IRS guidance.

(2) **Retroactive effect of PPA, HEART and WRERA provisions.** This Plan is designed to comply with the Code, regulations, and general guidance applicable to qualified retirement plans, including the provisions of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance And Relief Tax Act Of 2008 (HEART Act), and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA). If this Plan is being restated or amended to comply with the provisions of PPA, HEART and/or WRERA, the Plan contains special effective dates that apply with respect to such provisions. If the Plan is being restated within the remedial amendment period for retroactive compliance with the PPA, HEART and WRERA provisions, the special effective dates for such provisions (as described below) will apply, even if such special effective dates precede the Effective Date of the restatement designated on the Employer Signature Page of the Adoption Agreement. Thus, if the Plan is being restated or amended to comply with PPA, HEART and/or WRERA, and the Effective Date of this restatement or amendment is later than the special effective date applicable to any of the PPA, HEART or WRERA provisions described below, such special effective dates will apply and any prior plan being replaced by this Plan will be considered to have been timely amended for the PPA, HEART and WRERA provisions.

The following provisions contain special effective dates for purposes of complying with the requirements of PPA, HEART and WRERA:

(i) **Hardship distributions.** Section 7.10(e)(5)of the Plan allows Hardship distributions to be determined with respect to primary beneficiaries. The Employer may elect to apply this provision under AA §10-2(d).

(ii) **Direct rollovers by non-Spouse beneficiaries.** The provisions allowing for direct rollovers by non-Spouse beneficiaries as described in Section 7.04(c), are effective for distributions made on or after January 1, 2007.

(iii) **Direct rollover of non-taxable amounts.** Effective for taxable years beginning on or after January 1, 2007, Section 7.04(d) expands the definition of Eligible Rollover Distribution to include the portion of a distribution that is not includible in gross income.

(iv) **Rollovers to Roth IRA.** For distributions occurring on or after January 1, 2008, Section 7.04(e) permits Participants or beneficiaries to rollover a qualified Eligible Rollover Distribution to a Roth IRA.

(v) **Distribution notice periods.** Effective for Plan Years beginning on or after January 1, 2007, the period for providing the Code §402(f) rollover notice under Section 7.04(b), and the period for providing the notice regarding the right to defer receipt of a distribution under Section 7.03(b) is increased to 180 days.

(vi) **Content of notice of a Participant's right to defer receipt of a distribution.** Effective for Plan Years beginning on or after January 1, 2007, Section 7.03(b) requires the notice relating to a Participant's right

to defer receipt of a distribution must include a description of the consequences of a Participant's decision not to defer the receipt of a distribution.

(vii) **Qualified Domestic Relations Orders (QDROs).** Section 11.05(c) of the Plan expands the definition of a QDRO effective April 6, 2007 to include modified orders and orders issued after the Participant's death.

(viii) **In-service distributions from pension plans.** AA §10-1 permits a pension plan (e.g., a money purchase plan or a plan that holds transferred assets from a money purchase plan), to make an in-service distribution upon attainment of age 62. This provision is effective for Plan Years beginning on or after January 1, 2013.

(ix) **Penalty-free withdrawals for individuals called to active duty.** Effective September 11, 2001, Section 7.10(d) expands the distribution provisions applicable to elective deferrals to include a Qualified Reservist Distribution.

(x) **Benefit accruals for Participants on Qualified Military Service.** Section 15.04 of the Plan sets forth the HEART Act provisions addressing Participants on qualified military leave. These provisions are effective for Plan Years beginning on or after January 1, 2007.

(xi) **Differential Pay.** Effective for years beginning on or after January 1, 2009, Section 1.89(e) of the Plan permits the Employer to include Differential Pay as Total Compensation under the Plan.

(xii) **Waiver of Required Minimum Distributions.** Section 8.06(d) allows for the waiver of the Required Minimum Distribution rules for calendar year 2009 as prescribed under WRERA.

(xiii) **Final 415 regulations.** Sections 1.89 and 5.02 contain the provisions required by the final 415 regulations, effective for Limitation Years beginning on or after July 1, 2007.

(3) **Merged plans.** Except for retroactive application of the provisions under this subsection (d), if one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the Effective Date of the plan merger(s), unless provided otherwise under Appendix A of the Adoption Agreement.

14.02 **Plan Termination.** The Employer may terminate this Plan at any time by delivering to the Trustee and Plan Administrator written notice of such termination.

(a) **Full and immediate vesting.** Upon a full or partial termination of the Plan (or in the case of a Profit Sharing Plan, the complete discontinuance of contributions), all amounts credited to an affected Participant's Account become 100% vested, regardless of the Participant's vested percentage determined under Section 6.02. The Plan Administrator has discretion to determine whether a partial termination has occurred.

(b) **Distribution upon Plan termination.** Upon the termination of the Plan, the Plan Administrator shall direct the distribution of Plan assets to Participants in accordance with the provisions under Section 7. For purposes of applying the provisions of this subsection (b), distribution may be delayed until the Employer receives a favorable determination letter from the IRS as to the qualified status of the Plan upon termination, provided the determination letter request is made within a reasonable period following the termination of the Plan. Until all Plan assets have been distributed from the Plan, the Employer must amend the Plan in order to comply with current laws and regulations and may take any other actions necessary to retain the qualified status of the Plan.

(c) **Missing Participants.** Upon termination of the Plan, if any Participant cannot be located after a reasonable diligent search (as defined in Section 6.10(c)(1)), the Plan Administrator may make a direct rollover to an IRA selected by the Plan Administrator. For this purpose, the Plan Administrator will adopt procedures similar to the procedures required under Section 7.05 for making Automatic Rollovers in applying the provisions under this subsection (c). An Automatic Rollover under this subsection (c) may be made on behalf of any missing Participant, regardless of the value of his/her vested Account Balance under the Plan.

(d) **Partial Termination**. In determining whether a Plan has experienced a partial termination as described under Code §411(d)(3), the Plan Administrator will apply the principals set forth under IRS Revenue Ruling 2007-43.

14.03 **Merger or Consolidation.** In the event the Plan is merged or consolidated with another plan, each Participant must be entitled to a benefit immediately after such merger or consolidation that is at least equal to the benefit the Participant was entitled to immediately before such merger or consolidation (had the Plan terminated).

If the Employer amends the Plan from one type of Defined Contribution Plan (e.g., a Money Purchase Plan) into another type of Defined Contribution Plan (e.g., a Profit Sharing Plan) will not result in a partial termination or any other event that would require full vesting of some or all Plan Participants.

14.04 **Transfer of Assets.** The Plan may accept a transfer of assets from another qualified retirement plan on behalf of any Employee, even if such Employee is not eligible to receive other contributions under the Plan. If a transfer of assets is made on behalf of an Employee prior to the Employee's becoming a Participant, the Employee shall be treated as a Participant for all purposes with respect to such transferred amount. Any assets transferred to this Plan from another plan must be accompanied by written instructions designating the name of each Employee for whose benefit such amounts are being transferred, the current value of such assets, and the sources from which such amounts are derived. The Plan Administrator will deposit any transferred assets in the appropriate Participant's Transfer Account. The Transfer Account will contain any sub-Accounts necessary to separately track the sources of the transferred assets. Each sub-Account will be treated in the same manner as the corresponding Plan Account.

If the Plan is a Profit Sharing Plan or a Grandfathered 401(k) Arrangement and the Plan accepts a transfer of assets from a money purchase plan (other than as a Qualified Transfer as defined in subsection (d) below), the amounts transferred (and any gains attributable to such transferred amounts) continue to be subject to the distribution restrictions applicable to money purchase plan assets under the transferor plan. Such amounts may not be distributed for reasons other than death, disability, attainment of Normal Retirement Age, attainment of age 62, or termination of employment, regardless of any distribution provisions under this Plan that would otherwise permit a distribution prior to such events.

The Plan Administrator may refuse to accept a transfer of assets if the Plan Administrator reasonably believes the transfer (1) is not being made from a proper qualified plan; (2) could jeopardize the tax-exempt status of the Plan; or (3) could create adverse tax consequences for the Plan or the Employer. Prior to accepting a transfer of assets, the Plan Administrator may require evidence documenting that the transfer of assets meets the requirements of this Section. The Trustee will have no responsibility to determine whether the transfer of assets meets the requirements of this Section; to verify the correctness of the amount and type of assets being transferred to the Plan; or to perform a due diligence review with respect to such transfer.

(a) **Trustee's right to refuse transfer.** If the assets to be transferred to the Plan under this Section 14.04 are not susceptible to proper valuation and identification or are of such a nature that their valuation is incompatible with other Plan assets, the Trustee may refuse to accept the transfer of all or any specific asset, or may condition acceptance of the assets on the sale or disposition of any specific asset.

(b) **Transfer of Plan to unrelated Employer.** The Employer may not transfer sponsorship of the Plan to an unrelated employer if the transfer is not in connection with a transfer of business assets or operations from the Employer to the unrelated employer.

SECTION 15
MISCELLANEOUS

15.01 **Exclusive Benefit.** Plan assets will not be used for, or diverted to, a purpose other than the exclusive benefit of Participants or their Beneficiaries.

No amendment may authorize or permit any portion of the assets held under the Plan to be used for or diverted to a purpose other than the exclusive benefit of Participants or their Beneficiaries, except to the extent such assets are used to pay taxes or administrative expenses of the Plan. An amendment also may not cause or permit any portion of the assets held under the Plan to revert to or become property of the Employer.

15.02 **Return of Employer Contributions.** Upon written request by the Employer, the Trustee must return any Employer Contributions provided that the circumstances and the time frames described below are satisfied. The Trustee may request the Employer to provide additional information to ensure the amounts may be properly returned. Any amounts returned shall not include earnings, but must be reduced by any losses.

(a) **Mistake of fact.** Any Employer Contributions made because of a mistake of fact must be returned to the Employer within one year of the contribution.

(b) **Failure to initially qualify.** Employer Contributions to the Plan are made with the understanding, in the case of a new Plan, that the Plan satisfies the qualification requirements of Code §401(a) as of the Plan's Effective Date. In the event that the Internal Revenue Service determines that the Plan is not initially qualified under the Code, any Employer Contributions (and allocable earnings) made incident to that initial qualification must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

15.03 **Participants' Rights.** The adoption of this Plan by the Employer does not give any Participant, Beneficiary, or Employee a right to continued employment with the Employer and does not affect the Employer's right to discharge an Employee or Participant at any time. This Plan also does not create any legal or equitable rights in favor of any Participant, Beneficiary, or Employee against the Employer, Plan Administrator or Trustee. Unless the context indicates otherwise, any amendment to this Plan is not applicable to determine the benefits accrued (and the extent to which such benefits are vested) by a Participant or former Employee whose employment terminated before the effective date of such amendment, except where application of such amendment to the terminated Participant or former Employee is required by statute, regulation or other guidance of general applicability. Where the provisions of the Plan are ambiguous as to the application of an amendment to a terminated Participant or former Employee, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

15.04 **Military Service.** To the extent required under Code §414(u), an Employee who returns to employment with the Employer following a period of qualified military service will receive any contributions, benefits and service credit required under Code §414(u), provided the Employee satisfies all applicable requirements under the Code and regulations. In determining the amount of contributions under Code §414(u), Plan Compensation will be deemed to be the compensation the Employee would have received during the period while in military service based on the rate of pay the Employee would have received from the Employer but for the absence due to military leave. If the compensation the Employee would have received during the leave is not reasonably certain, Plan Compensation will be equal to the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the military leave or, if shorter, the Employee's actual period of employment with the Employer.

(a) **Death benefits under qualified military service.** In the case of a Participant who dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed and then terminated employment on account of death. This provision is effective with respect to deaths occurring on or after January 1, 2007.

(b) **Benefit accruals.** If elected under AA §11-3, for benefit accrual purposes, the Plan will treat an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service (as defined in Code §414(u)) with respect to the Employer, as if the individual has resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. This provision is effective with respect to deaths and disabilities occurring on or after January 1, 2007.

(1) This subsection (b) shall apply only if all individuals performing qualified military service with respect to the Employer maintaining the Plan who die or became disabled as a result of performing qualified military service prior to reemployment by the employer are credited with service and benefits on reasonably equivalent terms.

(2) The amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this subsection (b) shall be determined on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of:

(i) the 12-month period of service with the Employer immediately prior to qualified military service, or

(ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

(c) **Plan distributions.** Notwithstanding the provisions of Section 1.89(e) regarding the treatment of Differential Pay, an individual shall be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I). If an individual elects to receive a distribution while on military leave, the individual may not make Salary Deferrals or Employee After-Tax Employee Contributions under the Plan during the 6-month period beginning on the date of the distribution.

(d) **Make-Up Contributions**. A Participant who is reemployed following a qualified military leave shall have the right to make up any Salary Deferrals or After-Tax Employee Contributions to which he/she would have been entitled but for the fact the Participant was on qualified military leave. To the extent a Participant returning from qualified military leave would have been required to make Employer Pick-Up Contributions, as described in Section 3.03, the Participant will be required to make such Employer Pick-Up Contributions upon his/her return to employment based on the amount that would have been contributed but for the fact the Participant was on qualified military leave. The Employer will also make any Employer Contributions and Matching Contributions the Participant would have earned during the period of qualified military leave had the Participant remained employed during such period. The Employer will only be required to make Matching Contributions if the reemployed Participant makes up the underlying contributions that were eligible for the Matching Contributions.

In determining the amount of Make-Up Contributions a Participant may make under this subsection (d), a Participant will be treated as earning Plan Compensation during the period the Participant was on qualified military leave equal to:

(1) the rate of pay the Participant would have received from the Employer during such period had the Participant not been on qualified military leave, or

(2) if the Plan Compensation the Participant would have received during such period was not reasonably certain, the Participant's average Plan Compensation during the 12-month period immediately preceding the qualified military leave (or the entire period of employment, if shorter).

If the Employer is required under this subsection (d) to make Employer Contributions for a reemployed Participant, the Employer must make such Employer Contributions not later than 90 days after the date of reemployment or the date the Employer Contributions are otherwise due for the year in which the military service was performed. For Salary Deferrals and After-Tax Employee Contributions, a Participant who is reemployed following a qualified military leave may make up such contributions during the period beginning on the date of reemployment and ending on the earlier of the date that is three times the length of the military service period or 5 years from the date of reemployment. Any required Matching Contributions must be made in the same manner as other Matching Contribution under the Plan following the Participant's contribution of the amounts eligible for the Matching Contributions.

Any make up contributions under this subsection (d) are subject to the Code §415 Limitation under Section 5.02 and the Elective Deferral Dollar Limitation under Section 5.03 for the year for which the make-up contribution would have been made had the Participant not been on qualified military leave.

15.05 **Annuity Contract.** Any annuity contract distributed under the Plan must be nontransferable. In addition, the terms of any annuity contract purchased and distributed to a Participant or to a Participant's Spouse must comply with all requirements under this Plan.

15.06 **Use of IRS Compliance Programs.** Nothing in this Plan document should be construed to limit the availability of the IRS' voluntary compliance programs, An Employer may take whatever corrective actions are permitted under the IRS voluntary compliance programs, as is deemed appropriate by the Plan Administrator or Employer. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this Volume Submitter Plan and will be considered an individually designed plan.

15.07 **Governing Law.** The provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Trustee has its principal place of business. The foregoing provisions of this Section shall not preclude the Employer and the Trustee from agreeing to a different state law with respect to the construction, administration and enforcement of the Plan.

15.08 **Waiver of Notice.** Any person entitled to a notice under the Plan may waive the right to receive such notice, to the extent such a waiver is not prohibited by law, regulation or other pronouncement.

15.09 **Use of Electronic Media.** The Employer, Plan Administrator, Trustee and any other designated individual responsible for providing applicable notices or disclosures under the Plan, and any Participant or beneficiary making an election under the Plan may use telephonic or electronic media to satisfy any notice requirements required by this Plan. Any use of electronic medium under the Plan must comply with the requirements outlined in Treas. Reg. §1.401(a)-21 or other general guidance concerning the use of telephonic or electronic media. The Plan Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, applying for Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

15.10 **Severability of Provisions.** In the event that any provision of this Plan shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions under the Plan shall be construed as if the illegal, invalid or unenforceable provisions had never been included in the Plan.

15.11 **Binding Effect.** The Plan, and all actions and decisions made thereunder, shall be binding upon all applicable parties, and their heirs, executors, administrators, successors and assigns.

SECTION 16
PARTICIPATING EMPLOYERS

16.01 **Participation by Participating Employers.** An Employer (other than the Employer that executes the Employer Signature Page of the Adoption Agreement) may elect to participate under this Plan by executing a Participating Employer Adoption Page under the Adoption Agreement. A Participating Employer (including a Related Employer defined in Section 1.78) may not contribute to this Plan unless it executes the Participating Employer Adoption Page.

16.02 **Participating Employer Adoption Page.**

(a) **Application of Plan provisions.** By executing a Participating Employer Adoption Page, a Participating Employer adopts all the provisions of the Plan, including the elective choices made by the signatory Employer under the Adoption Agreement. The Participating Employer may elect under the Participating Employer Adoption Page to modify the elective provisions under the Adoption Agreement as they apply to the Participating Employer.

(b) **Plan amendments.** In addition, unless provided otherwise under the Participating Employer Adoption Page, a Participating Employer is bound by any amendments made to the Plan in accordance with Section 14.01.

(c) **Trustee designation.** The Participating Employer agrees to use the same Trustee as is designated on the Trustee Declaration under the Agreement, except as provided in a separate trust agreement.

16.03 **Compensation of Related Employers.** In applying the provisions of this Plan, Total Compensation (as defined in Section 1.89) includes amounts earned with a Related Employer, regardless of whether such Related Employer executes a Participating Employer Adoption Page. The Employer may elect under AA §5-3(h) to exclude amounts earned with a Related Employer that does not execute a Participating Employer Adoption Page for purposes of determining an Employee's Plan Compensation.

16.04 **Allocation of Contributions and Forfeitures.** Unless selected otherwise under the Participating Employer Adoption Page, any contributions made by a Participating Employer (and any forfeitures relating to such contributions) will be allocated to all Participants employed by the Employer and Participating Employers in accordance with the provisions under this Plan. A Participating Employer may elect under the Participating Employer Adoption Page to allocate its contributions (and forfeitures relating to such contributions) only to the Participants employed by the Participating Employer making such contributions. If so elected, Employees of the Participating Employer will not share in an allocation of contributions (or forfeitures relating to such contributions) made by any other Participating Employer (except in such individual's capacity as an Employee of that other Participating Employer). Thus, for example, a Participating Employer may make a different discretionary contribution and allocate such contribution only to its Employees. Where contributions are allocated only to the Employees of a contributing Participating Employer, a separate accounting must be maintained of Employees' Account Balances attributable to the contributions of a particular Participating Employer. This separate accounting is necessary only for contributions that are not 100% vested, so that the allocation of forfeitures attributable to such contributions can be allocated for the benefit of the appropriate Employees.

16.05 **Discontinuance of Participation by a Participating Employer.** A Participating Employer may discontinue its participation under the Plan at any time. To document a Participating Employer's cessation of participation, the following procedures should be followed:

(a) the Participating Employer should adopt a resolution that formally terminates active participation in the Plan as of a specified date,

(b) the Employer that has executed the Employer Signature Page of the Adoption Agreement should reexecute such page, indicating an amendment by page substitution through the deletion of the Participating Employer Adoption Page executed by the withdrawing Participating Employer, and

(c) the withdrawing Participating Employer should provide any notices to its Employees that are required by law.

Discontinuance of participation means that no further benefits accrue after the effective date of such discontinuance with respect to employment with the withdrawing Participating Employer. The portion of the Plan attributable to the withdrawing Participating Employer may continue as a separate plan, under which benefits may continue to accrue, through the adoption by the Participating Employer of a successor plan (which may be created through the execution of a separate Adoption Agreement by the Participating Employer) or by spin-off of the portion of the Plan attributable to such Participating Employer followed by a merger or transfer into another existing plan, as specified in a merger or transfer agreement.

16.06 **Operational Rules for Related Employer Groups.** If an Employer has one or more Related Employers, the Employer and such Related Employer(s) constitute a Related Employer group. In such case, the following rules apply to the operation of the Plan.

(a) If the term Employer is used in the context of administrative functions necessary to the operation, establishment, maintenance, or termination of the Plan, only the Employer executing the Employer Signature Page under the Adoption Agreement, and any Related Employer executing a Participating Employer Adoption Page, is treated as the Employer.

(b) Hours of Service are determined by treating all members of the Related Employer group as the Employer.

(c) The term Excluded Employee is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(d) Compensation is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(e) An Employee is not treated as terminated from employment if the Employee is employed by any member of the Related Employer group.

(f) The Code §415 Limitation described in Section 5.02 are applied by treating all members of the Related Employer group as the Employer.

In all other contexts, the term Employer generally means a reference to all members of the Related Employer group, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the treatment of the Related Employer group as the Employer, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

APPENDIX A
ACTUARIAL FACTORS
(For use with age-based contribution formula)

Actuarial Factor Table. The following table sets forth Actuarial Factors based on a testing age of 65, an interest rate of 8.5% and a UP-1984 mortality table. The Actuarial Factors in this table must be modified if the Employer uses a testing age other than age 65 or selects a different interest rate or mortality table under the age-based contribution formula. To determine a Participant's Actuarial Factor, use the factor corresponding to the number of years to the Participant's testing age. The number of years to the testing age is determined by counting the number of years from the last day of the current plan year to the last day of the Plan Year in which the Participant reaches the testing age. If the Participant has reached the testing age as of the last day of the current Plan Year, the number of years is 0 for that year and all subsequent years.

Years to Testing Age	Actuarial Factor		Years to Testing Age	Actuarial Factor
0	0.07949		25	0.01034
1	0.07326		26	0.00953
2	0.06752		27	0.00878
3	0.06223		28	0.00810
4	0.05736		29	0.00746
5	0.05286		30	0.00688
6	0.04872		31	0.00634
7	0.04490		32	0.00584
8	0.04139		33	0.00538
9	0.03814		34	0.00496
10	0.03516		35	0.00457
11	0.03240		36	0.00422
12	0.02986		37	0.00389
13	0.02752		38	0.00358
14	0.02537		39	0.00330
15	0.02338		40	0.00304
16	0.02155		41	0.00280
17	0.01986		42	0.00258
18	0.01831		43	0.00238
19	0.01687		44	0.00219
20	0.01555		45	0.00202
21	0.01433		46	0.00186
22	0.01321		47	0.00172
23	0.01217		48	0.00158
24	0.01122		49	0.00146

APPENDIX B
IN-PLAN ROTH CONVERSIONS

B-1.01 **In-Plan Roth Conversions.** Effective on or after January 1, 2013, the Employer may elect under AA §IA1-1 of the Profit Sharing/401(k) Plan Adoption Agreement to permit In-Plan Roth Conversions under the Plan. For this purpose, an In-Plan Roth Conversion is a conversion of amounts held in a Participant's Plan Account, other than a Roth Deferral Account or Roth Rollover Account, into the Participant's In-Plan Roth Conversion Account under the Plan, pursuant to Code §402A(c)(4). Any election to make an In-Plan Roth Conversion during a taxable year may not be changed after the In-Plan Roth Conversion is completed. (For In-Plan Roth Conversions completed prior to January 1. 2013, a Participant had to be eligible to receive a distribution of the converted amounts at the time of the In-Plan Roth Conversion. The provisions of this Section B-1.01 do not affect an In-Plan Roth Conversion completed prior to January 1, 2013.)

An In-Plan Roth Conversion may be elected by a Participant, a Spousal beneficiary, or an Alternate Payee who is a Spouse or former Spouse. To the extent the term "Participant" is used for purposes of determining eligibility to make an In-Plan Roth Conversion, such term will also include a Spousal beneficiary and an Alternate Payee who is a Spouse or former Spouse.

To permit In-Plan Roth Conversions on or after January 1, 2013, AA §IA1-1(a) of the Profit Sharing/401(k) Plan Adoption Agreement must be completed. In addition, the Plan must provide for Roth Deferrals under AA §6A-5(a) as of the date the In-Plan Roth Conversion is permitted under the Plan. If In-Plan Roth Conversions are not specifically authorized under AA §6A-5(a) of the Profit Sharing 401(k) Plan Adoption Agreement, Participants may not make an In-Plan Roth Conversion.

(b) **Amounts Eligible for In-Plan Roth Conversion.** If permitted under AA §IA1-1 of the Profit Sharing/401(k) Adoption Agreement, a Participant may convert any portion of his/her vested Account Balance (other than amounts attributable to Roth Deferrals or Roth Deferral rollovers) to an In-Plan Roth Conversion Account. Unless elected otherwise under AA §IA1-1(b), a Participant need not be eligible to receive a distribution from the Plan at the time of the In-Plan Roth Conversion.

In addition, an In-Plan Roth Conversion will not be treated as a distribution for the following purposes:

(1) **Participant loans**. A Participant loan directly transferred in an In-Plan Roth Conversion without changing the repayment schedule is not treated as a new loan. The Employer may elect in AA §IA1-1(d)(3) to not permit Participant loans to be distributed as part of an In-Plan Roth Conversion.

(2) **Spousal consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the spousal consent requirements under Code §401(a)(11). Thus, a married Plan Participant is not required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion, even if the Plan is otherwise subject to the spousal consent requirements under Code §401(a)(11).

(3) **Participant consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the participant consent requirements under Code §411(a)(11). Thus, amounts that are converted as part of an In-Plan Roth Conversion continue to be taken into account in determining whether the Participant's vested Account Balance exceeds $5,000 for purposes of applying the Involuntary Cash-Out provisions and will not trigger the requirement for a notice of the Participant's right to defer receipt of the distribution.

(4) **Protected benefits.** An In-Plan Roth Conversion is not treated as a distribution under Code §411(d)(6)(B)(ii). Thus, a Participant who had a distribution right (such as a right to an immediate distribution) prior to the In-Plan Roth Conversion cannot have that distribution right eliminated solely as a result of the election to make an In-Plan Roth Conversion. The Employer may have to maintain separate accounts with respect to different contribution sources within the In-Plan Roth Conversion Account in order to protect distribution options related to such different contribution sources.

(5) **Mandatory withholding.** An In-Plan Roth Conversion is not subject to 20% mandatory withholding under Code §3405(c).

(6) **Distribution restrictions.** Generally, a distribution will be permitted from the In-Plan Roth Conversion Account to the extent permitted for regular Roth Deferrals under AA §10-1. However, as described in subsection (6) above, additional distribution options may need to be protected with respect to specific contribution sources. The distribution restrictions normally applicable to Roth Deferrals, as described in Section 7.10(c) of the Plan, do not apply to the extent the conversion is from a contribution source that is not otherwise subject to the distribution restrictions applicable to Roth Deferrals. In addition, distribution restrictions that otherwise apply with respect to a specific contribution source will continue to apply if such contribution source is converted to Roth Deferrals. For example, if Safe Harbor Contributions are converted to Roth Deferrals, such amounts may not be distributed on account of hardship or other event not otherwise permitted under Section 7.10(c) of the Plan, unless permitted otherwise under IRS guidance.

(c) **Effect of In-Plan Roth Conversion.** A Participant must include in gross income the taxable amount of an In-Plan Roth Conversion. For this purpose, the taxable amount of an In-Plan Roth Conversion is the fair market value of the distribution reduced by any basis in the converted amounts. If the distribution includes Employer securities, the fair market value includes any net unrealized appreciation within the meaning of Code §402(e)(4). If an outstanding loan is rolled over as part of an In-Plan Roth Conversion, the amount includible in gross income includes the balance of the loan.

Generally, the taxable amount of an In-Plan Roth Conversion is includible in gross income in the taxable year in which the conversion occurs.

(d) **Application of Early Distribution Penalty under Code §72(t).** An In-Plan Roth Conversion is not subject to the early distribution penalty under Code §72(t) at the time of the conversion. However, if an amount allocable to the taxable amount of an In-Plan Roth Conversion is subsequently distributed within the 5-taxable-year period beginning with the first day of the Participant's taxable year in which the conversion was made, the amount distributed is treated as includible in gross income for purposes of applying the Code §72(t) early distribution penalty. For this purpose, the 5-taxable-year period ends on the last day of the Participant's fifth taxable year in the period. This subsection (d) will not apply to the extent the distribution is rolled over to a Roth account in another qualified plan or is rolled over to a Roth IRA. However, the rule under this subsection (d) will apply to any subsequent distributions made from such other Roth account or Roth IRA within the 5-taxable-year period.

(e) **Contribution Sources.** Unless elected otherwise under AA §IA1-1(c), an In-Plan Roth Conversion may be made from any contribution source under the Plan, other than a Roth Deferral Account or Roth Rollover Account. The Employer may elect in AA §IA1-1(c) to limit the contribution sources that are eligible for In-Plan Roth Conversion. In addition, the Employer may elect in AA §IA1-1(d)(1) to limit In-Plan Roth Conversions to contribution accounts that are 100% vested.

APPENDIX C
CODE §401(a)(9), SAME-SEX MARRIAGE AND VALID ROLLOVER CONTRIBUTIONS

C-1.01 **Modification of Minimum Distribution Rules.** The following provisions modify the required minimum distribution rules under Section 8 of the Plan to conform the rules to final Treasury Regulation §1.401(a)(9)-6. The Plan will apply the provisions consistent with the requirements under the Treas. Reg. §§1.401(a)(9)-5 and 1.401(a)(9)-6, as amended.

C-1.02 **Effective/Applicability Dates.**

(a) **General effective dates.** This Section C-1 applies to contracts purchased on or after July 2, 2014. If on or after July 2, 2014, an existing contract is exchanged for a contract that satisfies the requirements of this Section C-1, the new contract will be treated as purchased on the date of the exchange and the fair market value of the contract that is exchanged will be treated as a premium paid with respect to the new contract.

(b) **Delayed applicability date.** An annuity contract purchased before January 1, 2016, will not fail to satisfy the requirements of this Section C-1 merely because the contract does not satisfy the requirement of Section C-1.04(a)(6) below, provided that:

(1) When the contract (or a certificate under a group annuity contract) is issued, the Employee is notified that the annuity contract is intended to satisfy the requirements of this Section C-1; and

(2) The contract is amended (or a rider, endorsement or amendment to the certificate is issued) no later than December 31, 2016, to state that the annuity contract is intended to satisfy the requirements of this Section C-1.

C-1.03 **Account Balance for Determining Minimum Distributions.** For purposes of determining a Participant's Required Minimum Distribution under the Plan, the Participant's Account Balance does not include the value of any contract described under Section C-1.04 of this amendment and Treas. Reg. §1.401(a)(9)–6, A-17, that is held under the Plan.

C-1.04 **Rules Applicable to Contracts Described in Treas. Reg. §1.401(a)(9)-6, A-17.**

(a) **Contracts under Treas. Reg. §1.401(a)(9)-6, A-17.** A contract described under Treas. Reg. §1.401(a)(9)–6, A-17 is an annuity contract that is purchased from an insurance company for an Employee and that satisfies each of the following requirements:

(1) Premiums for the contract satisfy the requirements of subsection (b) of this Section C-1.04;

(2) The contract provides that distributions under the contract must commence not later than a specified annuity starting date that is no later than the first day of the month next following the 85th anniversary of the Employee's birth;

(3) The contract provides that, after distributions under the contract commence, those distributions must satisfy the requirements of this Section and Treas. Reg. §1.401(a)(9) (other than the requirement that annuity payments commence on or before the required beginning date);

(4) The contract does not make available any commutation benefit, cash surrender right, or other similar feature;

(5) No benefits are provided under the contract after the death of the employee other than the benefits described in subsection (c) of this Section C-1.04;

(6) When the contract is issued, the contract (or a rider or endorsement with respect to that contract) states that the contract is intended to satisfy the requirements of this Section C-1.04; and

(7) The contract is not a variable contract under Code §817, an indexed contract, or a similar contract, except to the extent provided by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(b) **Limitations on premiums.**

(1) **In general.** The premiums paid with respect to the contract on a date satisfy the requirements of this subsection (b) if they do not exceed the lesser of the dollar limitation in subsection (b)(2) or the percentage limitation in subsection (b)(3).

(2) **Dollar limitation.** The dollar limitation is an amount equal to the excess of:

(i) $125,000 (as adjusted under Treas. Reg. §1.401(a)(9)-6, A–17(d)(2)), over

(ii) The sum of:

(A) The premiums paid before that date with respect to the contract, and

(B) The premiums paid on or before that date with respect to any other contract that is intended to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 and that is purchased for the Employee under the Plan, or any other plan, annuity, or account described in Code §§ 401(a), 403(a), 403(b), or 408 or eligible governmental plan under Code §457(b).

(3) **Percentage limitation.** The percentage limitation is an amount equal to the excess of:

(i) 25 percent of the Employee's Account Balance under the Plan as of that date (including the value of any contract that satisfies the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 held under the Plan for the Employee), determined in accordance with Treas. Reg. §1.401(a)(9)-6, A-17 (d)(1)(iii), over

(ii) The sum of:

(A) The premiums paid before that date with respect to the contract, and

(B) The premiums paid on or before that date with respect to any other contract that is intended to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 and that is held or was purchased for the Employee under the Plan.

(c) **Payments after death of the Employee.**

(1) **Surviving spouse is sole beneficiary.**

(i) **Death on or after annuity starting date.** If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that is payable to the Employee.

(ii) **Death before annuity starting date.**

(A) **Amount of annuity.** If the Employee dies before the annuity starting date and the Employee's surviving spouse is the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the surviving spouse commence. However, the annuity is permitted to exceed 100 percent of the periodic annuity payment that would have been payable to the employee to the extent necessary to satisfy the requirement to provide a Qualified Preretirement Survivor Annuity.

(B) **Commencement date for annuity.** Any life annuity payable to the surviving spouse under subsection (c)(1)(ii)(A) must commence no later than the date on which the annuity payable to the Employee would have commenced under the contract if the Employee had not died.

(2) **Surviving spouse is not sole beneficiary.**

(i) **Death on or after annuity starting date.** If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is not the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the designated beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under Treas. Reg. §1.401(a)(9)-6, A-17(c)(2)(iii)) of the periodic annuity payment that is payable to the Employee.

(ii) Death before annuity starting date.

(A) Amount of annuity. If the Employee dies before the annuity starting date and the Employee's surviving spouse is not the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the designated beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under Treas. Reg. §1.401(a)(9)-6, A-17(c)(2)(iii)) of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the designated beneficiary commence under this subsection (c)(2)(ii).

(B) Commencement date for annuity. In any case in which the Employee dies before the annuity starting date, any life annuity payable to a designated beneficiary under this subsection (c)(2)(ii) must commence by the last day of the calendar year immediately following the calendar year of the Employee's death.

(d) Rules of application.

(1) Rules relating to premiums.

(i) Reliance on representations. For purposes of the limitation on premiums described in subsections (b)(2) and (b)(3), unless the Plan Administrator has actual knowledge to the contrary, the Plan Administrator may rely on an Employee's representation (made in writing or such other form as may be prescribed by the Commissioner of the Internal Revenue Service) of the amount of the premiums described in subsections (b)(2)(ii)(B) and (b)(3)(ii)(B), but only with respect to premiums that are not paid under a plan, annuity, or contract that is maintained by the Employer or Related Employer.

(ii) Consequences of excess premiums.

(A) General rule. If an annuity contract fails to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 solely because a premium for the contract exceeds the limits under subsection (b), then the contract will be treated as failing to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 beginning on the date that premium payment is made unless the excess premium is returned to the portion of the Employee's account that does not qualify under this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 in accordance with the requirements under Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii)(B). If the contract fails to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17, then the value of the contract may not be disregarded under Treas. Reg. §1.401(a)(9)–5, A-3(d) as of the date on which the contract ceases to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17.

(B) Correction in year following year of excess. If the excess premium is returned (either in cash or in the form of a contract that is not intended to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17) to the portion of the Employee's account that does not satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 by the end of the calendar year following the calendar year in which the excess premium was originally paid, then the contract will not be treated as exceeding the limits under subsection (b) at any time, and the value of the contract will not be included in the Employee's Account Balance. If the excess premium (including the fair market value of an annuity contract that does not satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17, if applicable) is returned to the portion of the Employee's account contract that does not satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 after the last valuation date for the calendar year in which the excess premium was originally paid, then the Employee's Account Balance for that calendar year must be increased to reflect that excess premium in the same manner as an Employee's Account Balance is increased under Treas. Reg. §1.401(a)(9)–7, A–2 to reflect a rollover received after the last valuation date.

(C) Return of excess premium not a commutation benefit. If the excess premium is returned to the portion of the Employee's account that does not satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 as described in Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii)(B), it will not be treated as a violation of the requirement in subsection (a)(4) that the contract not provide a commutation benefit.

(iii) **Application of 25-percent limit.** For purposes of the 25-percent limit under subsection (b)(3), an Employee's Account Balance on the date on which premiums for a contract are paid is the Account Balance as of the last valuation date preceding the date of the premium payment, adjusted as follows:

(A) The Account Balance is increased for contributions allocated to the account during the period that begins after the valuation date and ends before the date the premium is paid and

(B) The Account Balance is decreased for distributions made from the account during that period.

(2) **Dollar and age limitations subject to adjustments.**

(i) **Dollar limitation.** In the case of calendar years beginning on or after January 1, 2015, the $125,000 amount under subsection (b)(2)(i) will be adjusted at the same time and in the same manner as the limits are adjusted under Code §415(d), except that the base period shall be the calendar quarter beginning July 1, 2013, and any increase under this subsection that is not a multiple of $10,000 will be rounded to the next lowest multiple of $10,000.

(ii) **Age limitation.** The maximum age set forth in subsection (a)(2) may be adjusted to reflect changes in mortality, with any such adjusted age to be prescribed by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(iii) **Prospective application of adjustments.** If a contract fails to satisfy the requirements of this Section C-1 because it does not satisfy the dollar limitation in subsection (b)(2) or the age limitation in subsection (a)(2), any subsequent adjustment that is made pursuant to subsections (d)(2)(i) or (d)(2)(ii) will not cause the contract to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17.

(3) **Determination of whether contract is intended to satisfy the requirements of this Section C-1.** If a contract fails to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 at any time for a reason other than an excess premium described in Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii), then as of the date of purchase the contract will not be treated as a contract that satisfies (or is intended to satisfy) the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 as of the date of purchase.

(4) **Group annuity contract certificates.** The requirement under subsection (a)(6) that the contract state that it is intended to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17 when issued is satisfied if a certificate is issued under a group annuity contract and the certificate, when issued, states that the Employee's interest under the group annuity contract is intended to satisfy the requirements of this Section C-1 and Treas. Reg. §1.401(a)(9)-6, A-17.

C-2.01 **Application of Same-Sex Marriage Rules to Plan.** This Section C-2 is a clarifying amendment relating to the application of same-sex marriage rules to the Plan as provided under *United States v. Windsor* (*Windsor*), IRS Revenue Ruling 2013-17, IRS Notice 2014-19, IRS Notice 2014-37 and *Obergefell v. Hodges* (*Obergefell*).

C-2.02 **Definition of Spouse under the Plan.**

(a) **Current Plan terms not inconsistent with same-sex rules.** The current terms of the Plan are not inconsistent with the outcome of the *Windsor* or the *Obergefell* decisions and the guidance in Revenue Ruling 2013-17 and Notice 2014-19 in that the term Spouse as used in the Plan does not distinguish between a same-sex Spouse and an opposite-sex Spouse. However, as suggested under Notice 2014-19, the Plan may add a clarifying amendment for purposes of Plan administration.

(b) **Operation of the Plan to reflect same-sex rules.** The Plan will not be treated as failing to meet the requirements of Code §401(a) merely because it did not recognize the same-sex Spouse of a Participant as a Spouse before June 26, 2013. Effective as of September 16, 2013 (as provided under IRS Revenue Ruling 2013-17), the Plan recognizes a marriage of same-sex individuals that is validly entered into in a state or foreign jurisdiction whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the Plan does not treat as married, individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state. Accordingly, the Plan will not be treated as failing to meet the requirements of Code §401(a) merely because the Plan, prior to September 16, 2013, recognized the same-sex Spouse of a Participant only if the Participant was domiciled in a state that recognized same-sex marriages.

C-2.03 **Operation of the Plan to Reflect Obergefell Decision.** To the extent the Employer was not subject to the *Windsor* decision, but is subject to the *Obergefell* decision that requires States to allow and recognize same-sex marriage, the Plan must be operated in compliance with the *Obergefell* decision.

C-2.04 **Amendments to Reflect Retroactive Application of Windsor Decision.** As provided under IRS Notice 2014-19, the Plan will not lose its qualified status due to an amendment to reflect the outcome of *Windsor* for some or all purposes as of a date prior to June 26, 2013, if the amendment complies with applicable qualification requirements. The deadline to adopt such a Plan amendment is the later of:

(a) the otherwise applicable deadline under Section 5.05 of Rev. Proc. 2007-44, or its successor, or

(b) December 31, 2014.

In the case of a governmental plan, any amendment need not be adopted before the close of the first regular legislative session of the legislative body with the authority to amend the plan that ends after December 31, 2014. An Employer may use Adoption Agreement Appendix A - Special Effective Dates - for this amendment.

C-2.05 **Mid-Year Amendments to Safe Harbor Plans Pursuant to IRS Notice 2014-19 with Respect to the Windsor Decision.** As provided under IRS Notice 2014-37, the Plan will not fail to satisfy the requirements of Code §401(k)(12) relating to Safe Harbor 401(k) plans because of the adoption during the Plan Year of a provision relating to the *Windsor* decision pursuant to IRS Notice 2014-19.

C-3.01 **Acceptance of Rollover Contributions by Plan Administrator.** Under Section 3.07 of the Plan, the Plan Administrator may determine whether an Employee may make a Rollover Contribution into the Plan. This Section C-3 provides clarifying guidance, as provided under IRS Revenue Ruling 2014-9, to assist the Plan Administrator in determining whether a Rollover Contribution is valid and the course of action needed to correct an invalid rollover.

C-3.02 **General Rules.** Under Treas. Reg. §1.401(a)(31)-1, A-14, if the Plan accepts an invalid Rollover Contribution, the contribution will be treated, for purposes of applying the qualification requirements of Code §401(a) to the Plan, as if it were a valid Rollover Contribution if two conditions are satisfied:

(a) When accepting the amount from the Employee as a Rollover Contribution, the Plan Administrator must reasonably conclude that the contribution is a valid Rollover Contribution; and

(b) If the Plan Administrator later determines that the contribution was an invalid Rollover Contribution, the Plan Administrator must distribute the amount of the invalid Rollover Contribution, plus any earnings attributable thereto, to the Employee within a reasonable time after such determination.

C-3.03 **Reasonable Criteria for Determining Valid Rollover.** The Plan Administrator may use the criteria set forth in IRS Revenue Ruling 2014-9, as well as other evidence, in reasonably determining whether a Rollover Contribution is valid. Thus, the Plan Administrator may access the EFAST2 database maintained by the Department of Labor to assist in determining whether a potential Rollover Contribution was distributed by a plan intended to be a qualified plan. If the Plan Administrator later determines that the Rollover Contribution was not valid, the Plan Administrator must have the amount rolled over plus any attributable earnings distributed within a reasonable period of time after such determination.

APPENDIX D
INTERIM AMENDMENT #3
DISASTER RELIEF AND ROLLOVERS TO SIMPLE IRAS

D-1.01 **Relief for Victims of Certain Qualified Natural Disasters.** Notwithstanding other provisions of the Plan, the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain Qualified Natural Disasters, as set forth under applicable IRS or legislative guidance.

D-1.02 **Qualified Natural Disasters.** For purposes of this section, Qualified Natural Disasters include:

(a) Louisiana storms, as provided under IRS Announcement 2016-30.

(b) Hurricane Matthew, as provided under IRS Announcement 2016-36.

(c) Hurricane Harvey, as provided under IRS Announcement 2017-11.

(d) Hurricane Irma, as provided under IRS Announcement 2017-13.

(e) Hurricane Maria and the California Wildfires, as provided under IRS Announcement 2017-15.

(f) Any other natural disaster for which the IRS or Congress provides relief from certain qualification rules.

D-1.03 **General Rules.** If the Employer and the Plan Administrator make good-faith efforts to apply the Plan provisions in conformance with the relief provided under applicable guidance, the Plan will not be treated as failing to satisfy the requirements of the Code or regulations. In general, the following rules apply:

(a) In order to make a loan or distribution (including a hardship distribution), the Plan must provide for loans or distributions, as applicable.

(b) Participants (victims) for whom the relief is available are determined under the appropriate IRS or legislative guidance.

(c) The amount available for hardship distribution is limited to the maximum amount that would be available for a hardship distribution under the Plan. However, the relief provided applies to any hardship of the Participant and no post-distribution contribution restrictions apply.

(d) To qualify for relief under this section, a hardship distribution must be made on account of a hardship resulting from the applicable Qualified Natural Disaster and within the time frame provided under the applicable guidance relating to the Qualified Natural Disaster.

(e) The Plan will not be treated as failing to follow Plan procedural requirements for loans or distributions during the periods provided under guidance relating to the applicable Qualified Natural Disaster.

D-2.01 **Rollover into a SIMPLE IRA.** Effective for rollover distributions made from the Plan after December 18, 2015, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to a SIMPLE IRA as defined under Code §408(p), provided the Participant satisfies the requirements (i.e., after the expiration of the two-year period following the date the Participant first participated in the SIMPLE IRA) under Code §408(p)(1)(B).

APPENDIX E
INTERIM AMENDMENT #4
EXTENDED ROLLOVER PERIOD FOR PLAN LOAN OFFSET AMOUNTS
AND SPECIAL DISASTER-RELATED RULES

E-1.01 **Rollovers of Qualified Plan Loan Offset Amounts.** Pursuant to §13613 of the Tax Cuts and Jobs Act of 2017, notwithstanding any other provisions of the Plan, the period during which a Qualified Plan Loan Offset Amount may be contributed to the Plan as a Rollover Contribution is extended from 60 days after the date of the offset to the due date (including extensions) for filing the individual's Federal income tax return for the taxable year in which the Plan loan offset occurs.

(a) **Effective date.** This Section E-1.01 is effective for Qualified Plan Loan Offset Amounts distributed in taxable years beginning after December 31, 2017.

(b) **Definition of Qualified Plan Loan Offset Amount.** For purposes of this Section E-1.01, a Qualified Plan Loan Offset Amount is a plan loan offset amount that is treated as distributed from a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in Code §403(b), or a governmental plan under Code §457(b) solely by reason of termination of the Plan or failure to meet the repayment terms of the loan because of Severance from Employment.

E-1.02 **Acceptance of Rollover Contributions.** Notwithstanding any other provision of the Plan, the Plan Administrator may accept any Rollover Contribution that satisfies the requirements including the time period to make Rollover Contributions, under Code §402(c) and applicable IRS regulations and other guidance. Thus, for example, the Plan Administrator may accept a Rollover Contribution as provided under Revenue Procedure 2016-47 relating to the waiver of the 60-day rollover period and acceptable self-certification by an Employee.

E-2.01 **Special Disaster-Relief Rules.** This Section E-2.01 incorporates the provisions of Section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028 of the Tax Cuts and Jobs Act of 2017, and Section 20102 of the Bipartisan Budget Act of 2018 relating to special disaster-related rules for retirement plans. The provisions of this Section E-2.01 will apply only to the extent a distribution or loan has been made to a qualified individual as provided under the applicable law. If the Plan does not operationally apply the rules under this Section E-2.01, such provisions do not apply to the Plan. To the extent this Section E-2.01 applies to the Plan, the provisions of this Section E-2.01 supersede any inconsistent provisions of the Plan or loan program.

E-2.02 **Tax-Favored Withdrawals from the Plan.**

(a) **Eligibility for Qualified Disaster Distribution.** A qualified individual (as determined under the appropriate provisions of the laws referenced in Section E-2.01 above) may take a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definition of Qualified Disaster Distribution.** A Qualified Disaster Distribution is a distribution within the applicable time periods to a qualified individual as described in Section 502(a) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028(b)(1) of the Tax Cuts and Jobs Act of 2017, and Section 20102(b)(1) of the Bipartisan Budget Act of 2018.

(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group which includes the Employer) may not exceed the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions (under the applicable relief law) received by such individual for all prior taxable years.

(b) **Repayment of Qualified Disaster Distribution.** A Participant who received a Qualified Disaster Distribution from the Plan or another eligible retirement plan (as defined in Code §402(c)(8)(B)) may, at any time during the 3-year period beginning on the day after the receipt of such distribution, make one or more rollover contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This subsection (b) only applies if the Plan permits rollover contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under Section 502(b) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(b) of the Bipartisan Budget Act of 2018, a Participant who received a qualified distribution under the applicable law may make one or more rollover contributions to the Plan during the applicable period in an aggregate amount not to exceed the amount of such qualified distribution. This subsection (c) only applies if the Plan permits rollover contributions.

(d) **Special Loan Rules.** As provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018, the Plan Administrator is authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for qualified individuals during the applicable periods (as provided for under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), the loan limit under Code §72(p)(2)(A) shall be applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A) (ii) may be applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a qualified individual has an outstanding Participant loan on or after the qualified beginning date (as provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), and the due date for repayment of such loan occurs during the applicable period beginning on the qualified beginning date (as described under the applicable disaster relief law):

(i) the due date for repayment of the Participant loan shall be delayed for 1 year;

(ii) any subsequent repayments with respect to such loan shall be appropriately adjusted to reflect the delay in the due date under subsection (i) and any interest accruing during such delay; and

(iii) in determining the 5-year period and the term of the loan under Code §72(p)(2)(B) and (C), the 1-year delay period described in subsection (i) shall be disregarded.

LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES

Plan No. 005
Restatement: January 1, 2016

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ARTICLE I
DEFINITIONS

1.1 Plan Definitions

As used herein, the following words and phrases have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

An "**Account**" means the account maintained in the name of a Participant that reflects his interest in the Funding Arrangement and any Sub-Accounts maintained thereunder, as provided in Article VIII.

The "**Administrator**" means the Board of Trustees.

An "**After-Tax Contribution**" means any after-tax (i.e., included in gross income) employee contribution made by a Participant to the Plan if permitted under Article IV or as may have previously been permitted under the terms of the Plan, or any after-tax employee contribution made by a Participant to another plan that, if permitted, is rolled over or transferred directly to the Plan.

The "**Beneficiary**" of a Participant means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Participant dies before receiving distribution of his entire interest under the Plan.

A Participant's "**Benefit Payment Date**" means (i) if payment is made through the purchase of an annuity, the first day of the first period for which the annuity is payable or (ii) if payment is made in any other form, the first day on which all events have occurred which entitle the Participant to receive payment of his benefit.

A "**Break in Service**" means any "computation period" (as defined in Section 2.1 for purposes of determining years of Vesting Service) during which a person completes fewer than 501 Hours of Service; provided, however, that no person shall incur a Break in Service for the "computation period" in which he becomes an Eligible Employee, dies, retires on or after his Normal Retirement Date, or becomes Disabled; and provided, further, that no person shall incur a Break in Service solely by reason of temporary absence from work resulting from illness, layoff, or other cause if authorized in advance by the Employer pursuant to its uniform leave policy, if his employment shall not otherwise be terminated during the period of such absence.

The "**Code**" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a Code section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

ARTICLE I
DEFINITIONS

The **"Collective Bargaining Agreement"** means the collective bargaining agreement between the Union and the Employer, the terms of which are approved by and binding upon the Employer and the Union, and their respective agents, including any officers and employees thereof.

The "**Compensation**" of a Participant for any period means:

W-2 Compensation: the wages (including overtime, paid vacation, sick leave and leave of absence) as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to him for such period for services as an Employee for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (commonly referred to as W-2 earnings).

Compensation includes any elective deferral, as defined in Code Section 402(g)(3), any amount contributed or deferred by the Employer at the Participant's election and which is not includable in the Participant's gross income by reason of Code Section 125, 132(f)(4), or 457, and certain contributions described in Code Section 414(h)(2) that are picked up by the employing unit and treated as employer contributions; provided that such amounts would have been includible in Compensation if they had been paid to the Participant. For purposes of this paragraph, amounts under a group health plan that a Participant cannot receive in cash in lieu of coverage under the group health plan because the Participant cannot certify that he has other health coverage will nevertheless be deemed to be excluded from the Participant's taxable income pursuant to Code Section 125.

Compensation shall also include (in addition to the ordinary final post-severance payment for final services that had been performed by the Employee) (i) payments made after severance from employment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued, and/or (ii) payments received by an Employee after severance from employment pursuant to a nonqualified unfunded deferred compensation plan, if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income, but only if those amounts are paid by the later of 2 1/2 months after severance from employment with the Employer or the end of the Plan Year that includes the date of severance from employment with the Employer.

Notwithstanding any other provision of the Plan to the contrary, the Compensation of a Participant who is absent from employment as an Eligible

Employee to perform service in the "uniformed services" (as defined in Chapter 43 of Title 38 of the United States Code), will include any "differential pay", as defined hereunder, that he receives or is entitled to receive from his Employer, for all purposes. If all Employees performing service in the uniformed services are entitled to receive differential pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code section 414(u)(1)(C) by reason of any contribution or benefit based on differential pay. For purposes of this paragraph, "differential pay" means any payment made to the Participant by the Employer after December 31, 2013 with respect to a period during which the Participant is performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages the Participant would have received if he had continued employment with the Employer as an Eligible Employee.

In no event, however, shall the Compensation of a Participant taken into account under the Plan for any Plan Year ("determination period") exceed the limitation in effect for the Plan Year under Code Section 401(a)(17) ($260,000 for Plan Years beginning in 2014, subject to adjustment annually as provided in Code Sections 401(a)(17)(B) and 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning with or within such calendar year). If the Compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months. If compensation for any prior determination period is taken into account in determining a participant's allocations for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.

A "**Contribution Period**" means the period specified in Article VI for which Employer Contributions shall be made.

"Covered Employment" means

(A) work performed by an Employee for the Employer, and that is covered by the Collective Bargaining Agreement; or

(B) work performed by an Employee for the Employer, and that is supervisory or administrative in nature; provided that:

(1) the Employee was a Participant in the Plan under the Collective Bargaining Agreement at the time of his promotion to a supervisory or administrative position; and

(2) the Employer has signed a participation agreement permitting continued participation in the Plan, and contributions are paid to the Trust by the Employer and Employee, at the same rate as are required for Employees in work covered by the Collective Bargaining Agreement; or

(C) employment in, or leave to attend to, Union business, the business of this Plan and Trust, or the business of the Defined Benefit Plan and its trust, provided that the Employee is paid for such services by the Employer, the Union or the respective trust, and provided that contributions are paid to such trust, if applicable, for such employment.

The **"Defined Benefit Plan"** means the Amalgamated Transit Union Local 1596 Pension Plan.

"Disabled" means a Participant can no longer continue in the service of his employer because of a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration (e.g., not less than 12 months). A Participant is "Disabled" only if he is either (a) eligible for Social Security disability, or (b) eligible for benefits under the Employer's long term disability program. Each of (a) and (b) require that the permanence and degree of impairment be supported by medical evidence.

The **"Effective Date"** means with respect to the initial adoption of the Plan, March 1, 2014, and with respect to this restatement, January 1, 2016. Notwithstanding the foregoing, this Plan is designed to comply with the Code, regulations, and general guidance applicable to governmental qualified retirement plans, including the provisions of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance And Relief Tax Act Of 2008 (HEART Act), and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA). The Plan contains "special effective dates" that apply with respect to the provisions below. Each provision's special effective date is the later of: (a) the "regulatory effective date" specified in the provision, or (ii) the Plan's initial Effective Date (March 1, 2014). The special effective dates for the provisions below will apply, even if such special effective dates precede the general Effective Date (January 1, 2016) of this amendment and restatement. Thus, for a restatement within the remedial amendment period for retroactive compliance with the PPA, HEART Act, and WRERA provisions, if the general Effective Date of this amendment or restatement is later than the special effective date applicable to any of the PPA, HEART Act, or

WRERA provisions described below, such special effective dates will apply and any prior plan being replaced by this Plan will be considered to have been timely amended for the PPA, HEART Act, and WRERA provisions.

The following provisions reflect the regulatory effective dates for purposes of complying with the requirements of PPA, HEART and WRERA:

(i) *Direct rollovers by non-Spouse beneficiaries.* The provisions allowing for direct rollovers by non-Spouse beneficiaries are effective for distributions made on or after January 1, 2007.

(ii) *Direct rollover of non-taxable amounts.* Effective for taxable years beginning on or after January 1, 2007, the definition of eligible rollover distribution is expanded to include the portion of a distribution that is not includible in gross income.

(iii) *Rollovers to Roth IRA.* For distributions occurring on or after January 1, 2008, Participants or beneficiaries are permitted to rollover a qualified eligible rollover distribution to a Roth IRA.

(iv) *Distribution notice periods.* Effective for Plan Years beginning on or after January 1, 2007, the period for providing the Code Section 402(f) rollover notice, and the period for providing the notice regarding the right to defer receipt of a distribution under is increased to 180 days.

(v) *Content of notice of a Participant's right to defer receipt of a distribution.* Effective for Plan Years beginning on or after January 1, 2007, the notice relating to a Participant's right to defer receipt of a distribution includes a description of the consequences of a Participant's decision not to defer the receipt of a distribution.

(vi) *Income Deduction Orders.* Effective April 6, 2007, Plan provisions addressing an Income Deduction Order that satisfies applicable criteria of Code Section 414(p) include modified orders and orders issued after the Participant's death.

(vii) *In-service distributions from pension plans.* Effective for Plan Years beginning on or after January 1, 2013, a pension plan (e.g., a money purchase plan or a plan that holds transferred assets from a money purchase plan), may (but does not have to) permit an in-service distribution upon attainment of age 62.

(viii) *Benefit accruals for Participants on qualified military service.* HEART Act provisions addressing Participants on qualified military leave are effective for Plan Years beginning on or after January 1, 2007.

(ix) *Differential pay.* Effective for years beginning on or after January 1, 2009, differential pay is permitted to be included as Compensation under the Plan.

(x) *Final 415 regulations.* Plan provisions required by the final 415 regulations are effective for Limitation Years beginning on or after July 1, 2007.

An "**Eligible Employee**" means any Employee who has met the eligibility requirements of Article III to participate in the Plan.

The "**Eligibility Service**" of an employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his eligibility to participate in the Plan as may be required under Article III.

An "**Employee**" means any person hired on or after March 1, 2014, who

(A) is employed in work that is within the collective bargaining unit represented by the Union (bargaining unit employee); or

(B) has been promoted from within the collective bargaining unit on or after April 23, 2002 to a non-exempt, administrative or supervisory position with the Employer (non-bargaining unit employee).

An "Employee" includes a part-time employee, meaning an Employee who regularly works less than thirty (30) hours per week.

The "**Employer**" means Central Florida Regional Transportation Authority and any agent, subsidiary, affiliate or successor thereof.

An "**Employer Contribution**" means any amount that the Employer contributes to the Plan as a Nonelective Contribution or a Matching Contribution as provided under Article VI.

The "**Funding Agent**" means the entity designated by the Employer, which at the time shall be designated, qualified, and acting under the Funding Agreement and shall include any insurance company that issues an annuity or insurance contract pursuant to the Funding Agreement or any person holding assets in a custodial account pursuant to the Funding Agreement. The Employer may designate a person or persons other than the Funding Agent to perform any responsibility of the Funding Agent under the Plan. The term Funding Agent shall include any delegate of the Funding Agent as may be provided in the Funding Agreement.

The "**Funding Agreement**" means any agreement or agreements entered into between the Employer and the Funding Agent relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto and shall include any agreement establishing a custodial account, an annuity contract, or an insurance contract (other than a life, health or accident, property, casualty, or liability insurance contract) for the investment of assets if the custodial account or contract

would, except for the fact that it is not a trust, constitute a qualified trust under Code Section 401.

The "**Funding Arrangement**" means the custodial accounts, annuity contracts, or insurance contracts maintained by the Funding Agent under the Funding Agreement.

The "**General Fund**" means the portion of the Plan's assets maintained by the Funding Agent as required to hold and administer any assets of the Funding Arrangement that are not allocated among any separate Investment Funds as may be provided in the Plan or the Funding Agreement. No General Fund shall be maintained if all assets of the Plan are allocated among separate Investment Funds.

An "**Hour of Service**" with respect to a person means each hour, if any, that may be credited to him in accordance with the provisions of Article II.

An **"Income Deduction Order"** means an income deduction order as defined in §61.1301, Florida Statutes.

An "**Investment Fund**" means any separate investment vehicle maintained as may be provided in the Plan or the Funding Agreement or any separate investment fund maintained by the Funding Agent, to the extent that there are Participant Sub-Accounts under such funds, to which assets of the Plan may be allocated and separately invested.

A "**Matching Contribution**" means any Employer Contribution made to the Plan on account of Participant Contributions to the Plan, as provided in Article VI.

A "**Nonelective Contribution**" means any Employer Contribution made to the Plan as provided in Article VI, other than a Matching Contribution.

The "**Normal Retirement Date**" of an Employee means the later of the date of attainment of age 62, or the 5th anniversary of commencement of participation in the Plan.

A "**Participant**" means any person who has satisfied the eligibility requirements in Article III to participate in the Plan and has an Account under the Plan.

A Participant's "**Participant Contributions**" means the contributions made by a Participant as may be required by Section 3.6 that are "picked up" by the Employer in accordance with Code Section 414(h)(2) and treated as employer contributions.

The "**Plan**" means this defined contribution plan, as from time to time in effect. The Plan is a money purchase pension plan that is intended to satisfy the requirements of Code Sections 401(a) and 501. The Plan is also a governmental plan under Code Section

414(d). The Plan consists of this Plan Document, and is maintained for the exclusive benefit of Eligible Employees and their Beneficiaries.

A "**Plan Year**" means the 12-consecutive-month period ending each December 31. The Plan had an initial short Plan Year of March 1, 2014 through December 31, 2014.

A Participant's "**Required Beginning Date**" means April 1 of the calendar year following the calendar year in which occurs the later of the Participant's (i) attainment of age 70 1/2 or (ii) termination of employment.

A "**Rollover Contribution**" means any rollover contribution to the Plan made by a Participant as may be permitted under Article V.

The "**Settlement Date**" of a Participant means the date on which a Participant's interest under the Plan becomes distributable in accordance with Articles XIV and XV.

A Participant's "**Spouse**" means, subject to any additional guidance by the IRS or other agency or court of competent jurisdiction, any individual who is lawfully married to the Participant under a state or foreign jurisdiction, without regard to the location of the Employer or the state where the Participant and Spouse are domiciled. However, a former Spouse of the Participant will be treated as the Spouse or surviving Spouse and any current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a valid Income Deduction Order.

A "**Sub-Account**" means any of the individual sub-accounts of a Participant's Account that is maintained as provided in Article VIII.

The "**Trust**" or "**Trust Fund**" means the trust created by the Trust Agreement.

The "**Trust Agreement**" means the Lynx Defined Contribution Plan for BU Employees Agreement and Declaration of Trust.

The "**Trustees**" or "**Board of Trustees**" means the Board of Trustees designated in the Trust Agreement to administer the Trust.

The **"Union"** means AMALGAMATED TRANSIT UNION LOCAL 1596, AFL-CIO, CLC, or any successor thereto.

A "**Valuation Date**" means the date or dates designated by the Board of Trustees and communicated in writing by the Employer to the Funding Agent for the purpose of valuing the General Fund and each Investment Fund and adjusting Accounts and Sub-Accounts hereunder, which dates need not be uniform with respect to the General Fund, each Investment Fund, Account, or Sub-Account; provided, however, that the General Fund and each Investment Fund shall be valued and each Account and Sub-

Account shall be adjusted no less often than once annually (i.e., at the close of the last day of each Plan Year).

The "**Vesting Service**" of an Employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his vested interest in his Employer Contributions Sub-Account (which consists of the Nonelective Contributions Sub-Account and the Matching Contributions Sub-Account).

1.2 Interpretation

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II
SERVICE

2.1 Special Definitions

For purposes of this Article, the following terms have the following meanings.

A "**break in service**" means any "computation period", as defined for purposes of determining years of Eligibility Service, if applicable, during which a person completes fewer than 501 Hours of Service; provided, however, that no person shall incur a "break in service" solely by reason of temporary absence from work resulting from illness, layoff, or other cause if authorized in advance by the Employer pursuant to its uniform leave policy, if his employment shall not otherwise be terminated during the period of such absence. For purposes of Vesting Service, see the definition of Break in Service in Article I.

A "**computation period**" for purposes of determining an Employee's years of Vesting Service means each Plan Year; provided, however, that if an Employee first completed an Hour of Service prior to the effective date of the Plan, a Plan Year shall not mean any short Plan Year beginning on the effective date of the Plan, if any, but shall mean any 12-consecutive-month period beginning before the effective date of the Plan that would have been a Plan Year if the Plan had been in effect.

The "**continuous service**" of an Employee, if applicable, means the continuous service credited to him in accordance with the provisions of this Article.

The "**employment commencement date**" of an Employee, if applicable, means the date he first completes an Hour of Service.

The "**reemployment commencement date**" of an Employee, if applicable, means the first date following a "severance date" on which he again completes an Hour of Service.

The "**severance date**" of an Employee, if applicable, means the earlier of (i) the date on which he retires, dies, or his employment with the Employer is otherwise terminated, or (ii) the first anniversary of the first date of a period during which he is absent from work with the Employer for any other reason; provided, however, that if he terminates employment with or is absent from work with the Employer on account of service with the armed forces of the United States, he shall not incur a "severance date" if he is eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and he returns to work with the Employer within the period during which he retains such reemployment rights, but, if he does not return to work within such period, his "severance date" shall be the earlier of the date which is one year after his absence commenced or the last day of the period during which he retains such reemployment rights.

2.2 Crediting of Hours of Service

An Employee shall be credited with an Hour of Service for:

(a) Each hour for which he is paid, or entitled to payment, for the performance of Covered Employment for the Employer during the applicable period; provided, however, that hours compensated at a premium rate shall be treated as straight-time hours. These hours will be credited for the computation period in which the Covered Employment is performed. In the case of Hours of Service to be credited to an Employee in connection with a period of no more than 31 days which extends beyond one computation period, all such Hours of Service may be credited in either the first computation period or the second computation period. Hours of Service under this paragraph (a) must be credited consistently for all Employees within the same job classification.

(b) Subject to the provisions of Section 2.3, each hour for which he is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), lay-off, jury duty, military duty, or leave of absence.

(c) Each hour for which he would have been scheduled to work in Covered Employment for the Employer during the period that he is absent from work because of service with the armed forces of the United States provided he is eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and returns to work with the Employer within the period during which he retains such reemployment rights; provided, however, that the same Hour of Service shall not be credited under paragraph (b) of this Section and under this paragraph (c).

(d) Each hour for which back pay, irrespective of mitigation of damages, is either awarded (whether under a union grievance arbitration award or otherwise) or agreed to by the Employer; provided, however, that the same Hour of Service shall not be credited both under paragraph (a) or (b) or (c) of this Section, as the case may be, and under this paragraph (d); and provided, further, that the crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in such paragraph (b) shall be subject to the limitations set forth therein and in Section 2.3. The Hours of Service credited under this paragraph (d) will be credited for the computation period(s) to which the award or agreement pertains rather than the computation period(s) in which the award, agreement, or payment is made.

(e) Solely for purposes of determining whether a Break in Service has occurred in a computation period, an individual who is absent from work for maternity or

paternity reasons will receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service for per day of such absence. For purposes of this paragraph (e), an absence from work for maternity or paternity reasons means an absence:

(i) by reason of the pregnancy of the individual,
(ii) by reason of a birth of a child of an individual,
(iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or
(iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

The Hours of Service credited under this paragraph (e) will be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period.

2.3 Limitations on Crediting of Hours of Service

In the application of the provisions of paragraphs (b) and (d) of Section 2.2, the following shall apply:

(a) An hour for which a person is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited to him if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws.

(b) Hours of Service shall not be credited with respect to a payment which solely reimburses a person for medical or medically-related expenses incurred by him.

(c) A payment shall be deemed to be made by or due from the Employer (i) regardless of whether such payment is made by or due from such Employer directly or indirectly, through (among others) a trust fund or insurer to which any such Employer contributes or pays premiums, and (ii) regardless of whether contributions made or due to such trust fund, insurer, or other entity are for the benefit of particular persons or are on behalf of a group of persons in the aggregate.

(d) No more than 501 Hours of Service shall be credited to a person on account of any single continuous period during which he performs no duties (whether or not such period occurs in a single "computation period"), unless no duties are performed due to service with the armed forces of the United States for which the person retains reemployment rights as provided in paragraph (c) of Section 2.2.

2.4 Hours of Service Equivalencies

Notwithstanding any other provision of the Plan to the contrary, if an Employer does not maintain records that accurately reflect actual hours of service creditable to a person hereunder, such person shall be credited with 190 Hours of Service for each month for which he is credited with an Hour of Service.

2.5 Department of Labor Rules

The rules set forth in paragraphs (b) and (c) of Department of Labor Regulations Section 2530.200b-2, which relate to determining Hours of Service attributable to reasons other than the performance of duties and crediting Hours of Service to particular periods, are hereby incorporated into the Plan by reference. Any award (whether a union grievance arbitration award or otherwise) or agreement of the Employer with respect to Hours of Service must be in compliance with the aforementioned Department of Labor Regulations.

2.6 Reserved

2.7 Eligibility Service

There are no Eligibility Service requirements to receive contributions under the Plan, and hence, there shall be no Eligibility Service credited under the Plan.

2.8 Vesting Service

An Employee shall be credited with a year of Vesting Service for each "computation period" in which he completes at least 1,000 Hours of Service. No more than one year of Vesting Service shall be credited for any computation period. If an Employee completes the required Hours of Service during a vesting computation period, the Employee will receive credit for a year of Vesting Service for such vesting computation period, even if the Employee is not employed for the entire vesting computation period.

Notwithstanding the foregoing, service completed by an Employee prior to a Break in Service shall not be included in determining the Employee's years of Vesting Service unless either:

(i) the Employee had a nonforfeitable right to any portion of his Account, excluding that portion of his Account that is attributable to Rollover Contributions, before his Break in Service commenced, or

(ii) the number of his consecutive Breaks in Service is fewer than the greater of five or the aggregate number of his years of Vesting Service before his Break in Service commenced.

2.9 Contiguous Non-Covered Employment

A Participant shall be credited with Vesting Service for Hours of Service for the Employer in non-Covered Employment, if the Participant worked in Covered Employment immediately before or immediately after the non-Covered Employment and further provided that no quit, discharge or retirement occurred between the Covered Employment and the non-Covered Employment.

ARTICLE III
ELIGIBILITY

3.1 Eligibility

An Employee shall become an Eligible Employee as of his date of hire. A person who after the Effective Date was employed by the Employer in a position that is not covered by the Collective Bargaining Agreement and who is subsequently transferred to Covered Employment shall become an Eligible Employee as of his date of transfer to Covered Employment.

3.2 Reemployment

If a person who terminated employment with the Employer is reemployed as an Employee and if he had been an Eligible Employee prior to his termination of employment, he shall again become an Eligible Employee on the date he is reemployed, provided, that he either did not incur a "break in service" or, if he incurred a "break in service", his prior Eligibility Service (if applicable) is included in accordance with the provisions of Article II. Otherwise, the eligibility of a person who terminated employment with the Employer and who is reemployed by the Employer to participate in the Plan shall be determined in accordance with Section 3.1.

3.3 Notification Concerning New Eligible Employees

The Employer shall notify the Administrator and all relevant service providers to the Plan as soon as practicable of Employees becoming Eligible Employees as of any date.

3.4 Effect and Duration

Upon becoming an Eligible Employee, an Employee shall be entitled to receive allocations of Employer Contributions in accordance with the provisions of Article VI (provided he meets any applicable requirements thereunder), shall be required to make Participant Contributions in accordance with Section 3.6 and shall be bound by all the terms and conditions of the Plan and the Funding Agreement. A person shall continue as an Eligible Employee eligible to participate in allocations of Employer Contributions, and required to make Participant Contributions in accordance with Section 3.6 only so long as he continues in Covered Employment as an Employee.

3.5 Election Not to Participate

Participation in the Plan by each Eligible Employee is mandatory. Therefore, elections to not participate in this Plan are not permitted under the Plan.

3.6 Participant Contributions

An Employee who has met the eligibility requirements of Section 3.1 shall elect either to make Participant Contributions in the amount of 1%, 2% or 3% of his Compensation, or not to make any Participant Contributions. Said election shall be made one time only, and is irrevocable and may not be modified with respect to the fact or the percentage amount of contributions. An amount equal to the amount of such Participant Contributions shall be withheld from the Employee's Compensation and, as soon after the date the amount would otherwise be paid to the Employee as it can reasonably be separated from Employer assets, the Employer shall cause to be delivered to the Funding Agent in cash the Participant Contributions attributable to such amount.

Participant Contributions shall commence as soon as administratively practicable on or after the date on which the employee becomes an Eligible Employee.

Participant Contributions are "picked up" by the Employer and treated as employer contributions in accordance with Code Section 414(h)(2). A Participant's vested interest in his Participant Contributions Sub-Account shall at all times be 100 percent.

An Eligible Employee shall make the one-time, irrevocable election, in accordance with the ministerial procedures prescribed by the Employer, of the amount of Participant Contributions. Any such election shall be made effective as of the date on which the Employee becomes an Eligible Employee.

As required by federal tax law applicable to "picked up" contributions, the Employee may not enter into a cash or deferral election (within the meaning of Treas. Reg. §1.401(k)-1(a)(3)) with respect to the designated contributions, at any time from or after the date of implementation of the Participant Contributions. For example, an Employee may not opt out of the Participant Contributions or receive the contributed amounts directly instead of having them paid by the Employer to the Plan.

ARTICLE IV
AFTER-TAX CONTRIBUTIONS

4.1 After-Tax Contributions

After-Tax Contributions to the Plan are not permitted.

ARTICLE V
ROLLOVER CONTRIBUTIONS

Eligible Employees may make Rollover Contributions to the Plan, subject to the following rules:

5.1 Rollover Contributions

An Eligible Employee may elect to make a Rollover Contribution to the Plan either by a direct rollover from an eligible retirement plan or as a Participant rollover of a distribution from an eligible retirement plan if he is entitled under Code Section 402(c) or 408(d)(3)(A) to roll over such distribution to another qualified retirement plan. The Employer may require the Eligible Employee to provide it with such information as it deems necessary or desirable to show that he is entitled to roll over such distribution to another qualified retirement plan. An Eligible Employee shall make a Rollover Contribution to the Plan by delivering, or causing to be delivered, to the Funding Agent the cash that constitutes the Rollover Contribution amount. If the Eligible Employee received a cash distribution that he is rolling over, such delivery must be made within 60 days of receipt of the distribution from the eligible retirement plan pursuant to the ministerial procedures prescribed by the Employer.

Any amounts received as a Rollover Contribution under this Article V will not be treated as an annual addition for purposes of applying the Code Section 415 limitation described in Article VII.

An "eligible retirement plan" means a qualified plan described in Code Section 401(a) or 403(a), an annuity described in Code Section 403(b), an eligible plan under Code Section 457(b) that is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state, or an individual retirement account or annuity (Code sections 408(a) and 408(b)).

No designated Roth contributions or After-Tax Contributions may be rolled into the Plan.

No loan to an Eligible Employee from an eligible retirement plan may be rolled into this plan directly from such eligible retirement plan.

Notwithstanding any other provision of this Section, the Employer may operationally limit the sources from which the Plan will accept Rollover Contributions to only certain types of "eligible retirement plans". Any such limitation shall be made on a uniform and nondiscriminatory basis.

5.2 Vesting of Rollover Contributions

A Participant's vested interest in his Rollover Contributions Sub-Account shall be at all times 100 percent.

ARTICLE VI
EMPLOYER CONTRIBUTIONS

6.1 Contribution Period

The Contribution Period for Employer Contributions under the Plan is as follows:

(a) The Contribution Period for Matching Contributions under the Plan shall be each payroll period.

(b) The Contribution Period for Nonelective Contributions under the Plan shall be each payroll period.

6.2 Employer Contributions

(a) The Employer shall make a Nonelective Contribution to the Plan for each Contribution Period in the amount of 6% of the Compensation of each Eligible Employee.

(b) The Employer shall make a Matching Contribution to the Plan for each Contribution Period on behalf of each of its Eligible Employees who has met the allocation requirements for Matching Contributions described in this Article, in the amount of 50% of the Participant Contribution.

6.3 Allocation of Employer Contributions

(a) Any Nonelective Contribution made for a Contribution Period shall be allocated among the Eligible Employees during the Contribution Period who have met the allocation requirements for Employer Contributions described in this Article. The allocable share of each such Eligible Employee shall be in the ratio which his Compensation from the Employer for the Contribution Period bears to the aggregate of such Compensation for all such Eligible Employees.

(b) The contributions with respect to which the Employer shall make Matching Contributions to the Plan for a Contribution Period on behalf of its Eligible Employees who have met the allocation requirements for Matching Contributions described in this Article shall be Participant Contributions.

(c) Notwithstanding the foregoing, no Matching Contributions shall be made with respect to: Participant Contributions in excess of 3% of Compensation.

6.4 Payment of Employer Contributions

Employer Contributions made for a Contribution Period shall be paid in cash to the Funding Agent.

6.5 Allocation Requirements for Employer Contributions

(a) A person who was an Eligible Employee at any time during a Contribution Period shall be eligible to receive an allocation of Nonelective Contributions for such Contribution Period.

(b) A person who was an Eligible Employee at any time during a Contribution Period, and who has made a Participant Contribution, shall be eligible to receive an allocation of Matching Contributions for such Contribution Period.

6.6 Vesting of Employer Contributions

A Participant's vested interest in his Matching Contributions Sub-Account, and his Nonelective Contributions Sub-Account, shall be as follows:

less than five (5) years of Vesting Service employment:	not vested
five (5) or more years of Vesting Service employment:	one hundred percent (100%) vested

A Participant shall at all times be vested in his or her own contributions.

Notwithstanding the foregoing, if a Participant is employed by the Employer on (a) the date he dies, or (b) the date he becomes Disabled, his vested interest in his Employer Contributions Sub-Account shall be 100 percent.

6.7 Forfeitures

The amount of the Employer Contribution required under this Article for a Plan Year shall be reduced by the amount of any forfeitures occurring during the Plan Year or any immediately prior Plan Year that are not used to pay Plan expenses and that are applied against Employer Contributions as provided in Article XIV.

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

7.1 Definitions

For purposes of this Article, the following terms have the following meanings:

The "**annual addition**" with respect to a Participant for a "limitation year" means the sum of the following amounts allocated to the Participant for the "limitation year":

(a) all employer contributions allocated to the Participant's account under any qualified defined contribution plan maintained by the Employer, including "elective contributions" and amounts attributable to forfeitures applied to reduce the employer's contribution obligation, but excluding "catch-up contributions"; plus

(b) all "employee contributions" allocated to the Participant's account under any qualified defined contribution plan maintained by the Employer or any qualified defined benefit plan maintained by the Employer if separate accounts are maintained under the defined benefit plan with respect to such employee contributions; plus

(c) all forfeitures allocated to the Participant's account under any qualified defined contribution plan maintained by the Employer; plus

(d) all amounts allocated to an individual medical account, as described in Code Section 415(l)(2), established for the Participant as part of a pension or annuity plan maintained by the Employer; plus

(e) if the Participant is a key employee, as defined in Code Section 419A(d)(3), all amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, that are attributable to post-retirement medical benefits allocated to the Participant's separate account under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer; plus

(f) all allocations to the Participant under a simplified employee pension (as defined in Code Section 408(k)).

A Participant's "**415 compensation**" for any "limitation year" means his wages as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to him for a "limitation year" for services as an employee for which his employer is required to furnish the Participant a written statement under Code Section 6041(d), 6051(a)(3), and 6052 (commonly

referred to as W-2 earnings). Effective for "limitation years" beginning on or after July 1, 2007, if a Participant has a severance from employment (as defined in Treasury Regulations Section 1.401(k)-1(d)(2)), "415 compensation" does not include amounts received by the Participant following such severance from employment except amounts paid before the later of (a) the close of the "limitation year" in which the Participant's severance from employment occurs or (b) within 2 1/2 months of such severance if such amounts would otherwise have been paid to the Participant in the course of his employment, are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation, and would have been included in the Participant's "415 compensation" if he had continued in employment. "415 compensation" also includes (i) payments made to an employee after severance from employment for unused accrued bona fide sick, vacation, or other leave, but only if the employee would have been able to use the leave if employment had continued, and/or (ii) payments received by an employee after severance from employment pursuant to a nonqualified unfunded deferred compensation plan, if the payment would have been paid to the employee at the same time if the employee had continued in employment with the Employer and only to the extent that the payment is includible in the employee's gross income, but only if those amounts are paid by the later of 2 ½ months after severance from employment with the Employer or the end of the "limitation year" that includes the date of severance from employment with the Employer. For this purpose, a Participant will not be considered to have incurred a severance from employment if his new employer continues to maintain the Plan with respect to such Participant. "415 compensation" includes any amount contributed or deferred by the Employer at the Participant's election that is not includable in the Participant's gross income by reason of Code Section 125, 132(f)(4), 402(e)(3), 402(h), 403(b), or 457(b). In no event, however, shall the compensation of a Participant taken into account under the Plan in any "limitation year" for purposes of applying the Code Section 415 limitations exceed the limit in effect for such year under Code Section 401(a)(17). Notwithstanding any other provision of the Plan to the contrary, if a Participant is absent from employment as an Eligible Employee to perform service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code), his "415 compensation" will include any "differential pay", as defined hereunder, he receives or is entitled to receive from his Employer. For purposes of this paragraph, "differential pay" means any payment made to the Participant by the Employer with respect to a period during which the Participant is performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages the Participant would have received if he had continued employment with the Employer as an Eligible Employee.

An "**elective contribution**" means any employer contribution made to a plan maintained by the Employer on behalf of a Participant in lieu of cash compensation pursuant to his written election to defer under any qualified CODA as described in Code Section 401(k), any simplified employee pension cash or deferred arrangement as

described in Code Section 402(h)(1)(B), any eligible deferred compensation plan under Code Section 457, or any plan as described in Code Section 501(c)(18), and any contribution made on behalf of the Participant by the Employer for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement.

An "**employee contribution**" means any employee after-tax contribution allocated to an Eligible Employee's account under any qualified plan of the Employer.

"**Employer**" or "**employer**" includes the Employer that has adopted this Plan, and all members of a controlled group of corporations (as defined in Code Section 414(b) as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c) as modified by Code Section 415(h)) or affiliated service groups (as defined in Code Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to Treasury Regulations under Code Section 414(o).

A "**limitation year**" means the 12-month period coinciding with the Plan Year. The "limitation year" can be changed only by amendment of the Plan, in which case the new "limitation year" must begin on a date within the "limitation year" in which the amendment is made. If the Plan is terminated effective as of a date other than the last day of the Plan's "limitation year", the Plan shall be treated as if it had been amended to change its "limitation year". For the initial short Plan Year, the "limitation year" was the 12-month period that ended on the last day of that Plan Year.

If applicable: if an Employer has multiple "limitation years" (e.g., due to the maintenance of multiple defined contribution plans by a group of related employers), and a Participant is credited with "annual additions" in only one defined contribution plan, each such plan satisfies the Code Section 415 limitation based on "annual additions" for the "limitation year" with respect to such plan, plus any amounts credited to the Participant's account(s) under all other plans required to be aggregated pursuant to Code section 415(f).

7.2 Code Section 415 Limitations on Crediting of Contributions and Forfeitures

Notwithstanding any other provision of the Plan to the contrary, the "annual addition" with respect to a Participant for a "limitation year" shall in no event exceed the lesser of (i) the maximum dollar amount permitted under Code Section 415(c)(1)(A) (adjusted as provided in Code Section 415(d)) or (ii) 100 percent of the Participant's "415 compensation" for the "limitation year"; provided, however, that the limit in clause (i) shall be pro-rated for any short "limitation year". The limit in clause (ii) shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an "annual addition" under Code Section 419A(d)(2) or 415(l)(1).

If the "annual addition" to the Account of a Participant in any "limitation year" would otherwise exceed the amount that may be applied for his benefit under the limitation contained in this Section, the limitation shall be satisfied by reducing contributions made to the Participant's Account to the extent necessary in the following order:

- After-Tax Contributions made by the Participant for the "limitation year" that have not been matched, if any, shall be reduced.

- After-Tax Contributions made by the Participant for the "limitation year" that have been matched, if any, and the Matching Contributions attributable thereto shall be reduced pro rata.

- Forfeitures otherwise allocable to the Participant's Account for the "limitation year", if any, shall be reduced.

- Employer contributions otherwise allocable to the Participant's Account for the "limitation year", if any, shall be reduced.

The amount of any reduction of After-Tax Contributions (plus any income attributable thereto) shall be returned to the Participant. The amount of any reduction of Employer contributions shall be deemed a forfeiture for the "limitation year".

Amounts deemed to be forfeitures under this Section shall be treated as follows: the amounts shall be held unallocated in a suspense account established for the "limitation year" and shall be applied against the Employer's contribution obligation for the next following "limitation year" (and succeeding "limitation years", as necessary). If a suspense account is in existence at any time during a "limitation year", all amounts in the suspense account must be applied against the Employer's contribution obligation before any further contributions that would constitute "annual additions" may be made to the Plan.

The suspense account established hereunder shall share in any increase or decrease in the net worth of the Plan assets.

Notwithstanding the foregoing provisions of this Section (other than the first paragraph), if the "annual addition" to the Account of a Participant in any "limitation year" beginning on or after July 1, 2007, nevertheless exceeds the amount that may be applied for his benefit under the limitations described in clauses (i) and (ii) of the first paragraph of this Section, correction shall be made in accordance with the IRS Employee Plans Compliance Resolution System.

7.3 Application of Code Section 415 Limitations Where Participant is Covered Under Other Qualified Defined Contribution Plan

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by the Employer concurrently with the Plan, and if the "annual addition" for the "limitation year" would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in the preceding Section, such excess shall be reduced first by returning or forfeiting, as provided under the applicable defined contribution plan, the contributions last allocated to the Participant's accounts for the "limitation year" under all such defined contribution plans, and, to the extent such contributions are returned to the Participant, the income attributable thereto. If contributions are allocated to the defined contribution plans as of the same date, any excess shall be allocated pro rata among the defined contribution plans. For purposes of determining the order of reduction hereunder, contributions to a simplified employee pension plan described in Code Section 408(k) shall be deemed to have been allocated first and contributions to a welfare benefit fund or individual medical account shall be deemed to have been allocated next, regardless of the date such contributions were actually allocated.

ARTICLE VIII
FUNDS AND ACCOUNTS

8.1 General Fund

The Funding Agent shall maintain a General Fund as required to hold and administer any assets of the Funding Arrangement that are not allocated among the Investment Funds as provided in the Plan or the Funding Agreement. The General Fund shall be held and administered as a separate common fund. The interest of each Participant or Beneficiary under the Plan in the General Fund shall be an undivided interest.

8.2 Investment Funds

The Board of Trustees shall determine the number and type of Investment Funds and shall communicate the same and any changes therein in writing to the Employer. The Employer shall promptly communicate such Board of Trustees' determinations to the Participants, the Funding Agent, and all applicable service providers to the Plan to ensure the Board of Trustees' determinations are promptly carried out. Each Investment Fund shall be held and administered as a separate common fund. The interest of each Participant or Beneficiary under the Plan in any Investment Fund shall be an undivided interest.

8.3 Income on Plan Assets

Any dividends, interest, distributions, or other income received by the Funding Agent with respect to any Plan assets shall be allocated by the Funding Agent to the Funding Arrangement for which the income was received.

8.4 Accounts

As of the first date a contribution is made by or on behalf of an Eligible Employee there shall be established an Account in his name reflecting his interest in the Plan. Each Account shall be maintained and administered for each Participant and Beneficiary in accordance with the provisions of the Plan. The balance of each Account shall be the balance of the account after all credits and charges thereto, for and as of such date, have been made as provided herein.

8.5 Sub-Accounts

A Participant's Account shall be divided into such separate, individual Sub-Accounts as are necessary or appropriate to reflect the Participant's interest in the Plan.

ARTICLE IX
LIFE INSURANCE CONTRACTS

9.1 No Life Insurance Contracts

A Participant's Account may not be invested in life insurance contracts on the life of the Participant.

ARTICLE X
DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

10.1 Future Contribution Investment Elections

Each Eligible Employee shall make an investment election, pursuant to the ministerial procedures prescribed by the Employer, to direct the manner in which the contributions made on his behalf shall be invested amongst the Investment Funds selected by the Board of Trustees. An Eligible Employee's investment election shall specify the percentage, in percentage increments of 1%, of such contributions that shall be allocated to one or more of the Investment Funds with the sum of such percentages equaling 100 percent. The investment election by a Participant shall be maintained by the Employer, and shall remain in effect until his entire interest under the Plan is distributed or forfeited in accordance with the provisions of the Plan or until he records a change of investment election with the Employer, in such form and at such times as specified by the Employer's ministerial procedures. Subject to any restrictions pertaining to a particular Investment Fund, if recorded in accordance the ministerial procedures prescribed by the Employer, a Participant's election(s) may be implemented on the date the Employer receives the instructions from the Participant, and in any event, as soon as administratively possible by the Employer. If a Participant does not make an investment election, his Account shall be invested in a default investment determined by the Board of Trustees. The Employer and the Board of Trustees shall furnish to each other any and all information necessary to ensure the prompt processing of Employee investment elections.

10.2 Deposit of Contributions

All contributions made on a Participant's behalf shall be deposited in the Funding Arrangement and allocated among the Investment Funds in accordance with the Participant's currently effective investment election. If no investment election is recorded with the Employer at the time contributions are to be deposited to a Participant's Account, his contributions shall be allocated to the default investment determined by the Board of Trustees.

10.3 Election to Transfer Between Funds

A Participant may elect to transfer investments from any Investment Fund to any other Investment Fund. The Participant's transfer election shall specify a dollar amount that is to be transferred. Any transfer election must be recorded with the Employer, pursuant to the ministerial procedures prescribed by the Employer. Subject to any restrictions pertaining to a particular Investment Fund, such elections shall be maintained and acted upon by the Employer, and if recorded in accordance with the ministerial procedures prescribed by the Employer, a Participant's transfer election may be implemented on the date the Employer receives the instructions from the Participant, and in any event, as

soon as administratively possible by the Employer. The Employer and the Board of Trustees shall furnish to each other any and all information necessary to ensure the prompt processing of Employee elections to transfer investments.

Notwithstanding any other provision of this Section to the contrary, the Employer may prescribe such rules, as are consistent with the rules of any applicable service provider to the Plan, to restrict Participants' transfer elections as it deems necessary or appropriate to preclude excessive or abusive trading or market timing.

ARTICLE XI
CREDITING AND VALUING ACCOUNTS

11.1 Crediting Accounts

All contributions made under the provisions of the Plan shall be credited to Accounts by the Funding Agent in accordance with ministerial procedures which are consistent with the rules of any applicable service provider to the Plan and which are established in writing by the Employer, either when received or on the succeeding Valuation Date after valuation of the Plan assets has been completed for such Valuation Date as provided in Section 11.2, as shall be determined by the Board of Trustees, which determination shall be communicated by the Employer to the Funding Agent and any applicable service provider to the Plan.

11.2 Valuing Accounts

Accounts shall be valued by the Funding Agent on the Valuation Date, in accordance with procedures established in writing by the Board of Trustees and communicated to the Employer (who shall further communicates same to the Funding Agent and any applicable service provider to the Plan), either in the manner adopted by the Funding Agent and approved by the Board of Trustees or in the manner set forth in Section 11.3 as Plan valuation procedures, as determined by the Board of Trustees.

11.3 Plan Valuation Procedures

The Board of Trustees may determine that the following valuation procedures shall be applied, which determination shall be communicated to the Employer (who shall further communicate same to the Funding Agent and any applicable service provider to the Plan). As of each Valuation Date hereunder, the portion of any Accounts shall be adjusted to reflect any increase or decrease in the value of the Plan assets for the period of time occurring since the immediately preceding Valuation Date (the "valuation period") in the following manner:

(a) First, the value of the Plan assets shall be determined at fair market value.

(b) Next, the net increase or decrease in the value of the Plan assets attributable to net income and all profits and losses, realized and unrealized, during the valuation period shall be determined on the basis of the valuation under paragraph (a) taking into account appropriate adjustments for contributions, loan payments, and transfers to and distributions, withdrawals, loans, and transfers during the valuation period.

(c) Finally, the net increase or decrease in the value of the Plan assets shall be allocated among Accounts in the ratio of the balance of the portion of such Account as of the preceding Valuation Date less any distributions, withdrawals,

loans, and transfers from such Account balance since the Valuation Date to the aggregate balances of the portions of all Accounts similarly adjusted, and each Account shall be credited or charged with the amount of its allocated share. Notwithstanding the foregoing, the Board of Trustees may adopt such accounting procedures as it considers appropriate and equitable to establish a proportionate crediting of net increase or decrease in the value of the Plan assets for contributions and transfers to and distributions, withdrawals, and transfers made by or on behalf of a Participant during the valuation period.

11.4 Finality of Determinations

The Funding Agent shall have exclusive responsibility for determining the value of each Account maintained hereunder. The Funding Agent's determinations thereof shall be conclusive upon all interested parties.

11.5 Notification

No less often than annually, and within a reasonable period of time after the end of each Plan Year, the Employer shall cause each Participant and Beneficiary to be notified of the value of his Account and Sub-Accounts as of a Valuation Date during the Plan Year.

ARTICLE XII
LOANS

12.1 No Loans From Plan

Loans from Participant accounts are not permitted under the Plan.

ARTICLE XIII
WITHDRAWALS WHILE EMPLOYED

13.1 No Non-Hardship Withdrawals

No non-hardship withdrawals while employed are permitted under the Plan.

13.2 No Hardship Withdrawals

No hardship withdrawals while employed are permitted under the Plan.

ARTICLE XIV
TERMINATION OF EMPLOYMENT AND SETTLEMENT DATE

14.1 Termination of Employment and Settlement Date

A Participant's Settlement Date shall occur on the date he terminates employment with the Employer because of death, disability, retirement, or other termination of employment. Written notice of a Participant's Settlement Date shall be given by the Employer to the Board of Trustees, the Funding Agent, and any applicable service provider to the Plan.

14.2 Separate Accounting for Non-Vested Amounts

If applicable: If as of a Participant's Settlement Date the Participant's vested interest in his Employer Contributions Sub-Account is less than 100 percent, that portion of his Employer Contributions Sub-Account that is not vested shall be accounted for separately from the vested portion and shall be disposed of as provided in the following Section. If prior to such Settlement Date the Participant received a distribution under the Plan, his vested interest in his Employer Contributions Sub-Account shall be an amount ("X") determined by the following formula:

$$X = P (AB + D) - D$$

For purposes of the formula:

P = The Participant's vested interest in his Employer Contributions Sub-Account on the date distribution is to be made.

AB = The balance of the Participant's Employer Contributions Sub-Account as of the Valuation Date immediately preceding the date distribution is to be made.

D = The amount of all prior distributions from the Participant's Employer Contributions Sub-Account. Amounts deemed to have been distributed to a Participant pursuant to Code Section 72(p), but which have not actually been offset against the Participant's Account balance shall not be considered distributions hereunder.

14.3 Disposition of Non-Vested Amounts

That portion of a Participant's Employer Contributions Sub-Account that is not vested upon the occurrence of his Settlement Date shall be disposed of as follows:

(a) If the Participant has no vested interest in his Account upon the occurrence of his Settlement Date or, if applicable, his vested interest in his Account as of the date of distribution does not exceed $1,000, resulting in the distribution or deemed distribution to the Participant of his entire vested interest in his account, the non-vested balance remaining in the Participant's Employer Contributions Sub-Account shall be forfeited and his Account closed as of the date the Participant first incurs five consecutive Breaks in Service.

(b) If the Participant's vested interest in his Account exceeds $1,000, and the Participant is eligible for and receives a single sum payment of his vested interest in his Account, the non-vested balance remaining in the Participant's Employer Contributions Sub-Account shall be forfeited and his Account closed as of the date the Participant first incurs five consecutive Breaks in Service.

(c) If neither paragraph (a) nor paragraph (b) is applicable, the non-vested balance remaining in the Participant's Employer Contributions Sub-Account shall continue to be held in such Sub-Account and shall not be forfeited until the date the Participant incurs five consecutive Break-in-Service.

14.4 Treatment of Forfeited Amounts

Whenever the non-vested balance of a Participant's Employer Contributions Sub-Account is forfeited during a Plan Year in accordance with the provisions of the preceding Section, the amount of such forfeiture, determined as of the last day of the Plan Year in which the forfeiture occurs, shall be disposed of as follows:

(a) The portion of such forfeiture that is attributable to Nonelective Contributions, if any, shall be applied as follows:

(i) Against Plan expenses for such Plan Year (but only as directed by the Employer).

(ii) Against the Employer's Nonelective Contribution obligations for the Plan Year. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year exceed the amount of the Employer's Nonelective Contribution obligations for such Plan Year, the excess amount of such forfeitures shall be applied against the Employer's Nonelective Contribution obligations for the immediately following Plan Year.

Plan expenses will be paid as described in clause (i) before contributions are offset as described in clause (ii).

(b) The portion of such forfeiture that is attributable to Matching Contributions, if any, shall be applied as follows:

(i) Against Plan expenses for such Plan Year (but only as directed by the Employer).

(ii) Against the Employer's Matching Contribution obligations for the Plan Year. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year exceed the amount of the Employer's Matching Contribution obligation for the Plan Year, the excess amount of such forfeitures shall be applied against the Employer's Matching Contribution obligation for the immediately following Plan Year.

Plan expenses will be paid as described in clause (i), as directed by the Employer, before contributions are offset as described in clause (ii).

14.5 Recrediting of Forfeited Amounts

A former Participant who forfeited the non-vested portion of his Employer Contributions Sub-Account in accordance with the provisions of paragraph (a) or (b) of Section 14.3 and who is reemployed by the Employer shall not have such forfeited amounts recredited to a new Account in his name.

ARTICLE XV
DISTRIBUTIONS

15.1 Distributions to Participants

A Participant whose Settlement Date occurs shall receive distribution of his vested interest in his Account in the form provided under Article XVI beginning as soon as reasonably practicable following his Settlement Date or the date his application for distribution is filed with the Employer, if later.

15.2 Partial Distributions to Retired or Terminated Participants

A Participant whose Settlement Date has occurred, but who has not reached his Required Beginning Date, may elect to receive partial distribution of any portion of his Account at any time prior to his Required Beginning Date.

15.3 Special In-Service Distributions

In-Service Distributions are not permitted under the Plan.

15.4 Distributions to Beneficiaries

If a Participant dies prior to his Benefit Payment Date, his Beneficiary shall receive distribution of the Participant's vested interest in his Account in the form provided under Article XVI beginning as soon as reasonably practicable following the date the Beneficiary's application for distribution is filed with the Employer, subject to the requirements of Code Section 401(a)(9) and all regulations thereunder, which Code Section and regulations are hereby incorporated by reference. See Section 15.6.

If distribution is to be made to a Participant's spouse, it shall be made available within a reasonable period of time after the Participant's death that is no less favorable than the period of time applicable to other distributions. If a Participant dies after the date distribution of his vested interest in his Account begins under this Article, but before his entire vested interest in his Account is distributed, his Beneficiary shall receive distribution of the remainder of the Participant's vested interest in his Account beginning as soon as reasonably practicable following the Participant's date of death in a form that provides for distribution at least as rapidly as under the form in which the Participant was receiving distribution. See also Section 15.6.

15.5 Cash Outs

Notwithstanding any other provision of the Plan to the contrary, if a Participant's vested interest in his Account does not exceed $1,000, distribution of such vested interest shall be made to the Participant in a single sum payment or through a direct rollover, as described in Article XVI, as soon as reasonably practicable following his Settlement

Date. If a Participant has no vested interest in his Account on his Settlement Date, he shall be deemed to have received distribution of his entire vested interest on his Settlement Date. The amount of Rollover Contributions will be included in determining whether a Participant's vested interest exceeds $1,000.

If distribution of a Participant's vested interest is to be made in accordance with this Section before the later of the Participant's Normal Retirement Date or the date the Participant attains age 62, and such vested interest exceeds $1,000, distribution of such vested interest shall be made through a direct rollover to an individual retirement plan selected by the Board of Trustees, unless the Participant affirmatively elects distribution in a single sum payment or through a direct rollover to an "eligible retirement plan" (as defined in Code Section 402(c)(8)(B), modified as provided in Code Section 401(a)(31)(E)) specified by the Participant. Any distribution made pursuant to this Section to a Participant's surviving spouse or other Beneficiary or to an alternate payee under an Income Deduction Order, shall not be subject to the automatic rollover provisions described in the preceding sentence.

15.6 Required Commencement of Distribution

Notwithstanding any other provision of the Plan to the contrary:

Distribution of a Participant's vested interest in his Account shall commence to the Participant no later than his Required Beginning Date.

A Participant who continues in employment with the Employer after April 1 of the calendar year following the year in which he attains age 70 1/2, may elect to commence distributions prior to his or her Settlement Date. This is an exception to the prohibition against in-service distributions contained in Section 15.3.

Distributions required to commence under this Section shall be made in the form provided under Article XVI.

All distributions under the Plan shall be made in accordance with Section 401(a)(9) of the Internal Revenue Code, and all applicable regulations thereunder, including the incidental death benefit requirement in Section 401(a)(9)(G), and Sections 1.401(a)9-2 through 1.401(a)(9)-9 of the Treasury Regulations. Said statutory and regulatory provisions shall override any conflicting distribution options in the Plan, and are hereby incorporated by reference. In furtherance thereof:

(a) ***Definitions.*** For purposes of this Section, the following definitions apply:

A "**Designated Beneficiary**" is a Beneficiary designated by the Participant (or the Plan), whose life expectancy may be taken into account to calculate minimum distributions, pursuant to Code Section 401(a)(9) and Treas. Reg. §1.401(a)(9)-4.

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

For purposes of determining a Participant's required minimum distribution amount, "**life expectancy**" is computed using one of the following tables, as appropriate: (1) Single Life Table, (2) Uniform Life Table, or (3) Joint and Last Survivor Table found in Treas. Reg. §1.401(a)(9)-9.

For purposes of determining a Participant's required minimum distribution, the Participant's "**Account Balance**" is determined based on the "Account Balance" as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the "**valuation calendar year**") increased by the amount of any contributions or forfeitures allocated to the "Account Balance" as of dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. The "Account Balance" for the "valuation calendar year" includes any amounts rolled over or transferred to the Plan either in the "valuation calendar year" or in the Distribution Calendar Year if distributed or transferred in the "valuation calendar year."

(b) ***Periods for making non-lump sum distributions.*** For purposes of applying the required minimum distribution rules under this Section, any distribution made in a form other than a lump sum must be made over one of the following periods (or a combination thereof):

(i) the life of the Participant;
(ii) the life of the Participant and a Designated Beneficiary;
(iii) a period certain not extending beyond the life expectancy of the Participant; or
(iv) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a Designated Beneficiary.

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

(1) *Surviving Spouse is sole Designated Beneficiary.* If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the surviving Spouse may elect to take distributions under the five-year rule (as described in subsection (f)(1) below) or under the life expectancy method. If the life expectancy method applies, 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.

(2) *Surviving Spouse is not the sole Designated Beneficiary.* If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary may elect to take distributions under the five-year rule (as described in subsection (f)(1) below) or under the life expectancy method. If the life expectancy method applies, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. If the Designated Beneficiary does not elect to commence distributions by December 31 of the calendar year immediately following the calendar year in which the Participant dies, a complete distribution must be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death. See subsection (f)(1) below.

(3) *No Designated Beneficiary.* If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) *Death of surviving Spouse.* 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 subsection (c) (other than paragraph (1)) will apply as if the surviving Spouse were the Participant.

For purposes of this subsection (c), unless paragraph (4) above applies, distributions are considered to begin on the Participant's Required Beginning Date. If paragraph (4) above applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under paragraph

(1) above. If applicable: if distributions under an annuity purchased from an annuity company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under paragraph (1) above), the date distributions are considered to begin is the date distributions actually commence.

(d) ***Required minimum distributions during Participant's lifetime.***

(1) *Amount of required minimum distribution for each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(A) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

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

(2) *Lifetime required minimum distributions continue through year of Participant's death.* Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

(e) ***Required minimum distributions after Participant's death.***

(1) *Death on or after date required distributions begin.*

(A) *Participant survived by Designated Beneficiary.* If the Participant dies on or after the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life

expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated using the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) *No Designated Beneficiary.* If the participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's date of death who remains a Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy under the Single Life Table calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) *Death before date required distributions begin.*

(A) *Participant survived by Designated Beneficiary.* If the Participant dies before the date required distributions begin and there is a

Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (e)(1).

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

(C) *Death of surviving Spouse before distributions to surviving Spouse are required to begin.* If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under (c)(1), this subsection (e)(2) will apply as if the surviving Spouse were the Participant.

(f) ***Special Rules.***

(1) *Election to allow Participants or Beneficiaries to elect 5-year rule.* The election under subsection (c) to apply the life expectancy rule or the five year rule must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (c) or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph (1), distributions will be made in accordance with the five year rule.

(2) *Forms of distribution.* Unless the Participant's interest is distributed in the form of an annuity purchased from an annuity company (if applicable) or in a lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c) and (e). If the Participant's interest is distributed in the form of an annuity purchased from an annuity company (if applicable), distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the regulations.

(3) *Treatment of trust beneficiaries as Designated Beneficiaries.* If a trust is properly named as a Beneficiary under the Plan, the beneficiaries of the trust will be treated as the Designated Beneficiaries of the Participant solely for purposes of determining the distribution period under this Section with respect to the trust's interests in the Participant's vested Account Balance. The beneficiaries of a trust will be treated as Designated Beneficiaries for this purpose only if, during any period during which required minimum distributions are being determined by treating the beneficiaries of the trust as Designated Beneficiaries, the following requirements are met:

(A) the trust is a valid trust under state law, or would be but for the fact there is no corpus;

(B) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the Participant;

(C) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in the Participant's vested Account Balance are identifiable from the trust instrument; and

(D) the Administrator receives the documentation described in subsection (4) below.

If the foregoing requirements are satisfied and the Administrator receives such additional information as it may request, the Administrator may treat such beneficiaries of the trust as Designated Beneficiaries.

(4) *Special rules applicable to trust beneficiaries – information that must be supplied to Administrator.*

(i) *Required minimum distribution before death where Spouse is sole beneficiary.* If a Participant designates a trust as the beneficiary of his/her entire benefit and the Participant's Spouse is the sole beneficiary of the trust, the Participant must provide the information under (A) or (B) below to satisfy the information requirements under subsection (f)(3)(D) above.

(A) The Participant must provide to the Administrator a copy of the trust instrument and agree that if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Administrator a copy of each such amendment; or

(B) The Participant must:

(I) provide to the Administrator a list of all of the beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement sufficient to establish that the Spouse is the sole beneficiary) for purposes of Code §401(a)(9);

(II) certify that, to the best of the Participant's knowledge, the list under subsection (I) is correct and complete and that the requirements of subsection (f)(3) above are satisfied;

(III) agree that, if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Administrator corrected certifications to the extent that the amendment changes any information previously certified; and

(IV) agree to provide a copy of the trust instrument to the Administrator upon demand.

(ii) *Required minimum distribution after death.* In order to satisfy the documentation requirement of subsection (f)(3)(D) above for required minimum distributions after the death of the Participant (or Spouse in a case to which Treas. Reg. §.401(a)(9)-3, Q&A-5 applies), the trustee of the trust must satisfy the requirements of subsection (A) or (B) below by October 31 of the calendar year immediately following the calendar year in which the Participant died.

(A) The trustee of the trust must:

(I) provide the Administrator with a final list of all beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement) as of September 30 of the calendar year following the calendar year of the Participant's death;

(II) certify that, to the best of the trustee's knowledge, the list in subsection (I) is correct and complete and that

the requirements of subsection (f)(3) above are satisfied; and

(III) agree to provide a copy of the trust instrument to the Administrator upon demand.

(B) The trustee of the trust must provide the Administrator with a copy of the actual trust document for the trust that is named as a beneficiary of the Participant under the Plan as of the Participant's date of death.

(iii) *Relief for discrepancy.* If required minimum distributions are determined based on the information provided to the Administrator in certifications or trust instruments described above in this subsection (4), the Plan will not fail to satisfy Code §401(a)(9) merely because the actual terms of the trust instrument are inconsistent with the information in those certifications or trust instruments previously provided to the Administrator, provided the Administrator reasonably relied on the information provided and the required minimum distributions for calendar years after the calendar year in which the discrepancy is discovered are determined based on the actual terms of the trust instrument.

15.7 Reemployment of a Participant

If a Participant whose Settlement Date has occurred is reemployed by the Employer, he shall lose his right, during reemployment, to any distribution or further distributions arising from his prior Settlement Date and any amounts credited to his Account shall be treated in the same manner as that of any other Participant whose Settlement Date has not occurred. See Section 16.6.

15.8 Restrictions on Alienation

Except as required under any domestic relations order approved by the Board of Trustees (e.g., qualified Income Deduction Order) or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

15.9 Facility of Payment

If the Board of Trustees finds that any individual to whom an amount is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, such amount (unless prior claim therefore shall have been made by a duly qualified guardian or other legal representative) may, in the discretion of the Board of Trustees, be paid to another person for the use or benefit of the individual found incapable of attending to his financial affairs or in satisfaction of legal obligations incurred by or on behalf of such individual. The Board of Trustees shall communicate any such determination to the Employer, who shall communicate same to the Funding Agent and any applicable service provider to the Plan. The Funding Agent shall make such payment only upon receipt of written instructions to such effect from the Employer. Any such payment shall be charged to the Account from which any such payment would otherwise have been paid to the individual found incapable of attending to his financial affairs and shall be a complete discharge of any liability therefore under the Plan.

15.10 Inability to Locate Payee

If any benefit becomes payable to any person, or to the executor or administrator of any deceased person, and if that person or his executor or administrator does not present himself to the Board of Trustees within a reasonable period after the Employer mails written notice of his eligibility to receive a distribution hereunder to his last known address and after the Board of Trustees makes such other diligent effort to locate the person as the Board of Trustees determines, that benefit will be forfeited. However, if the payee later files a claim for that benefit, the benefit will be restored.

15.11 Distribution Pursuant to Income Deduction Order

Notwithstanding any other provision of the Plan to the contrary, the Plan may make distributions to an alternate payee under an Income Deduction Order, if required under the laws of the State of Florida and if the Income Deduction Order satisfies any applicable provisions of the Internal Revenue Code. Effective April 6, 2007, an Income Deduction Order shall not fail to be treated as satisfying applicable provisions of the Internal Revenue Code because:

(1) the Income Deduction Order is issued after, or revises, another Income Deduction Oder; or

(2) of the time at which the Income Deduction Order is issued, including Income Deduction Orders issued after the death of the Participant.

ARTICLE XVI
FORM OF PAYMENT

16.1 Normal Form of Payment

Unless the Participant, or his Beneficiary, if the Participant has died, elects an optional form of payment, distribution shall be made to a Participant, or his Beneficiary, as the case may be, in a single sum payment.

16.2 Optional Form of Payment

A Participant, or his Beneficiary, as the case may be, may elect to receive distribution of all or a portion of, his Account in installment payments.

If installment payments are chosen, distribution shall be made in a series of cash installments over a period not exceeding the life expectancy of the Participant, or the Participant's Beneficiary, if the Participant has died, or a period not exceeding the joint life and last survivor expectancy of the Participant and his Beneficiary, unless the Participant elects a more rapid distribution schedule. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Participant's Account.

The election to receive installment payments does not have to be made before the Benefit Payment Date.

16.3 Change of Election

A Participant or Beneficiary who has elected an optional form of payment may revoke or change his election at any time prior to his Benefit Payment Date by filing his election with the Employer pursuant to the ministerial procedures prescribed by the Employer. The Employer shall communicate such election to the Board of Trustees, the Funding Agent, and any applicable service provider to the Plan.

16.4 Direct Rollover

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and pursuant to the ministerial procedures prescribed by the Employer, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover, provided the portion is equal to at least $500. If an eligible rollover distribution is less than $500, a distributee may not make the election described in the preceding sentence to rollover only a portion of the eligible rollover distribution. The Employer shall communicate such election to the Board of Trustees, the Funding Agent, and any applicable service provider to the Plan.

The following definitions apply to this Section:

(A) An "**eligible rollover distribution**" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

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

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution which is made upon hardship of the distributee;

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities, if applicable);

(v) any distribution if it is reasonably expected (at the time of the distribution) that the total amount a Participant will receive as a distribution during the calendar year will total less than $200; or

(vi) any distribution that is made to satisfy the requirements of Code Section 415.

If applicable: Any portion of a distribution that consists of after-tax Employee contributions which are not includible in gross income may be transferred only to (1) a traditional individual retirement account or annuity described in Code Sections 408(a) or (b) or a Roth individual retirement account or annuity described in Code Section 408A; or (2) to a qualified plan or an annuity contract described in Code Sections 401(a) and 403(b), respectively, that agrees to separate accounting for amounts so transferred (and the earnings 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.

(B) An "**eligible retirement plan**" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified plan described in Section 401(a) of the Code, 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, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution. The definition of "eligible retirement plan" also applies in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified Income Deduction Order in accordance with Code Section 414(p).

(C) A "**distributee**" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under an Income Deduction Order in accordance with Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving Spouse and who elects a direct rollover 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 shall be considered a distributee.

(D) A "**direct rollover**" is a payment by the Plan to the eligible retirement plan specified by the distributee.

16.5 Notice Regarding Forms of Payment

Within a reasonable period of time ending at least 30 days before (but not more than 180 days before) the Participant's Benefit Payment Date, the Employer shall cause each Participant to be provided with a written explanation of his right to make a direct rollover and the forms of payment available under the Plan. The notice will include a general description of the material features and relative values of the optional forms of payment. The notice will also include a description of the consequences of a Participant's decision not to defer the receipt of a distribution. Distribution of the Participant's Account may commence fewer than 30 days after such explanation is provided to the Participant if (i) such explanation clearly informs the Participant of his right to consider his election of whether or not to make a direct rollover for a period of at least 30 days following his receipt of the explanation and (ii) the Participant, after receiving the explanation, affirmatively elects an early distribution.

16.6 Reemployment

If a Participant is reemployed by the Employer prior to receiving distribution of the entire balance of his vested interest in his Account, no further distribution will be made until

the Participant's subsequent termination, and his prior election of a form of payment hereunder shall be null and void.

ARTICLE XVII
BENEFICIARIES

17.1 Designation of Beneficiary

An unmarried Participant's Beneficiary shall be the person or persons designated by such Participant in accordance with the ministerial procedures prescribed by the Employer. A married Participant's Beneficiary shall be his Spouse, unless the Participant designates a person or persons other than his Spouse as Beneficiary, with the Spouse's written consent. A Participant who designates a Beneficiary and subsequently gets married must execute another designation, if he wishes to retain someone other than his new Spouse as his Beneficiary. For purposes of this Section, a Participant shall be treated as unmarried if the Participant is not married on his Benefit Payment Date.

If no Beneficiary has been designated pursuant to the provisions of this Section, then the Beneficiary under the Plan shall be deemed to be the Participant's surviving Spouse, and if there is no surviving Spouse, then the Beneficiary(ies) shall be deemed to be the individual(s) bearing the highest ranking relationship to the Participant, determined in accordance with the order set forth for intestate succession under §732.103 of the Florida Statutes.

Any written spousal consent given pursuant to this Section must acknowledge the effect of the action taken, must specify any non-Spouse Beneficiary designated and that such Beneficiary may not be changed without written spousal consent, and must be witnessed by a Plan representative or notary public. A Participant's Spouse will be deemed to have given written consent to the Participant's designation of a Beneficiary if the Participant establishes to the satisfaction of a Plan representative that such consent cannot be obtained because the Spouse cannot be located or because of other circumstances set forth in Code Section 401(a)(11) and regulations issued thereunder. Any written consent given or deemed to have been given by a Participant's Spouse hereunder shall be valid only with respect to the Spouse who signs the consent.

ARTICLE XVIII
ADMINISTRATION

18.1 Authority of the Administrator and Employer

The Board of Trustees, as the Administrator, shall be the plan administrator for purposes of the Code; shall generally be responsible for the administration of the Plan; and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan within the Administrator's sphere of authority, to make benefit determinations, and to resolve any disputes (including disputes raised by Participants or their Beneficiaries) which arise under the Plan within the Administrator's sphere of authority. The Administrator may designate any person to carry out any of its powers, authority, or responsibilities for the operation and administration of the Plan except that no allocation by the Administrator of, or designation by the Administrator with respect to, any of such powers, authority, or responsibilities to another person shall become effective unless such allocation or designation shall first be accepted by such person in a writing signed by it and delivered to the Administrator.

Notwithstanding the foregoing, the Employer, as the Plan sponsor, has reserved for itself the obligation and authority to carry out such ministerial Plan administration tasks as are specified in this Plan and the obligation and authority to communicate with Eligible Employees, Participants (or their Beneficiaries), the Funding Agent, the Administrator, the Board of Trustees, and any applicable service provider to the Plan, it being the intention that the Employer shall carry out the routine ministerial actions of the Plan and communications concerning the Plan whereas the Administrator shall carry out the more complex administrative tasks under the Plan, such as resolving any Participant and Beneficiary disputes which may arise under the Plan. The Employer shall have the power and authority to interpret and construe the provisions of the Plan within the Employer's sphere of authority.

The Employer may employ such attorneys, agents, accountants, and other service providers to the Plan as it may deem necessary or advisable to assist the Employer or the Administrator in carrying out its or their duties hereunder.

18.2 Discretionary Authority

The Administrator (or any individual to whom authority has been delegated in accordance with Section 18.1), in carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan within its sphere of authority, and resolving disputes, shall have absolute discretionary authority. The Administrator shall promptly communicate to the Employer any and all

information that the Employer, the Board of Trustees, the Funding Agent, and/or any applicable service provider to the Plan may reasonably require.

The Employer (or any committee to whom authority has been delegated in accordance with Section 18.3), in carrying out its duties under the Plan, including carrying out ministerial Plan administration tasks, interpreting or construing the provisions of the Plan within its sphere of authority, and communicating with Eligible Employees, Participants (or their Beneficiaries), the Funding Agent, the Administrator, the Board of Trustees, and any applicable service provider to the Plan, shall have absolute discretionary authority.

18.3 Action of the Employer

Any act authorized, permitted, or required to be taken under the Plan by the Employer may be taken by a majority of the members of a committee appointed to act on behalf of the Employer, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Employer designated by the committee to carry out such acts on behalf of the Employer. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Employer as under the Plan shall be in writing and signed by either (i) a majority of the members of the committee or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Employer in accordance with the provisions of this Section.

18.4 Income Deduction Orders

The Board of Trustees shall establish reasonable procedures to determine the status of Income Deduction Orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

18.5 Indemnification

To the extent permitted by law, the Employer hereby agree to indemnify out of the assets of the Plan any Funding Agent, Administrator, Trustees, officers, directors, and employee(s) of the Trust, the Employer and employees of the Employer, and such others to whom the Employer or the Administrator has delegated administrative and fiduciary duties, except for persons or organizations (and their employees) who render advice or service for a fee or charge, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with the Plan, unless the same are determined to be due to gross negligence or intentional misconduct. This indemnification provision shall be effective for all actions taken by such persons with respect to the Plan from and after the Effective Date.

The Employer may purchase, out of plan assets, fiduciary liability insurance to protect the Plan, provided that such insurance complies with the requirements of law with respect to any right of recourse provisions.

18.6 Actions Binding

Subject to the provisions of Section 18.4, any action taken by the Administrator or the Employer, as the case may be, which is authorized, permitted, or required under the Plan shall be final and binding upon the Employer, the Administrator, the Funding Agent, the Trustees, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Employer, the Administrator, the Funding Agent, or the Trustees.

ARTICLE XIX
AMENDMENT AND TERMINATION

19.1 Amendment

The Employer shall have the sole authority to amend the Plan, provided however, that any amendment that is specifically governed by the terms of the Collective Bargaining Agreement must be in compliance therewith.

19.2 Limitation on Amendment

No amendment shall be made hereunder which shall permit any part of the Plan assets to revert to the Employer or be used or be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

19.3 Termination

The Employer shall have the sole authority to terminate the Plan, provided however, that termination must not be inconsistent with the terms of the Collective Bargaining Agreement.

Upon termination of the Plan, the following actions shall be taken for the benefit of Participants and Beneficiaries:

(a) As of the termination date, each Investment Fund shall be valued and all Accounts and Sub-Accounts shall be adjusted in the manner provided in Article XI, with any unallocated contributions or forfeitures being allocated as of the termination date in the manner otherwise provided in the Plan. The termination date shall become a Valuation Date for purposes of Article XI. In determining the net worth of the Plan assets, there shall be included as a liability such amounts as shall be necessary to pay all expenses in connection with the termination of the Plan and the liquidation and distribution of the property of the Plan, as well as other expenses, whether or not accrued, and shall include as an asset all accrued income.

(b) All Accounts shall then be disposed of to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Article XV as if the termination date were his Settlement Date.

Notwithstanding anything to the contrary contained in the Plan, upon any such Plan termination, the vested interest of each Participant and Beneficiary in his Employer Contributions Sub-Account shall be 100 percent; and, if there is a partial termination of the Plan, the vested interest of each Participant and Beneficiary who is affected by the partial termination in his Employer Contributions Sub-Account shall be 100 percent. For

purposes of the preceding sentence only, the Plan shall be deemed to terminate automatically if there shall be a complete discontinuance of contributions hereunder.

ARTICLE XX
ADOPTION BY OTHER ENTITIES

20.1 No Adoption

No other entity may become an Employer hereunder.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

21.1 No Commitment as to Employment

Nothing contained herein shall be construed as a commitment or agreement upon the part of any person to continue his employment with the Employer, or as a commitment on the part of the Employer to continue the employment, compensation, or benefits of any person for any period.

21.2 Benefits

Nothing in the Plan nor the Funding Agreement shall be construed to confer any right or claim upon any person, firm, or corporation other than the Administrator, the Funding Agent, Participants, Beneficiaries, the Employer, the Union, and the Board of Trustees.

21.3 No Guarantees

The Employer, the Union, the Board of Trustees, the Funding Agent, and the Administrator do not guarantee the Plan from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

21.4 Expenses

The general expenses of administration of the Plan, including the expenses of the Administrator and fees of the Funding Agent, except to the extent they are reduced by forfeitures, shall be paid by the Employer. Expenses that relate solely to a specific Participant may be assessed against such Participant as provided in the Funding Agreement or as provided in such ministerial policies and procedures as may be adopted by the Employer. Investment fees and expenses associated with the specific investment options chosen by a Participant, such as (but not limited to) sales charges and management fees, shall be charged to the Participant's Account.

21.5 Precedent

Except as otherwise specifically provided, no action taken in accordance with the Plan shall be construed or relied upon as a precedent for similar action under similar circumstances.

21.6 Duty to Furnish Information

The Employer, the Union, the Board of Trustees, the Funding Agent, and the Administrator shall furnish to any of the others any documents, reports, returns,

statements, or other information reasonably necessary to perform its duties hereunder or otherwise imposed by law.

21.7 Condition on Employer Contributions

Notwithstanding anything to the contrary contained in the Plan or the Funding Agreement, any contribution of the Employer hereunder is conditioned upon the initial and continued qualification of the Plan under Code Section 401(a). Except as otherwise provided in this Section and Section 21.8, however, in no event shall any portion of the property of the Plan ever revert to or otherwise inure to the benefit of the Employer.

21.8 Return of Contributions to the Employer

Notwithstanding any other provision of the Plan or the Funding Agreement to the contrary, in the event any contribution of the Employer (i) is made under a mistake of fact, or (ii) is disallowed as a deductible contribution under Code Section 404, or (iii) with respect to which the Plan does not qualify initially under Code Section 401(a), such contribution may be returned to the Employer. In no event shall such return payment be made later than one year after (x) the payment of the contribution, or (y) the disallowance of the deduction to the extent disallowed, or (z) the date of denial of the initial qualification of the Plan.

21.9 Validity of Plan

The validity of the Plan shall be determined and the Plan shall be construed and interpreted in accordance with the laws of the State of Florida. The invalidity or illegality of any provision of the Plan shall not affect the legality or validity of any other part thereof.

21.10 Funding Agreement

The Funding Agreement shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Funding Agreement are hereby incorporated by reference into the Plan.

21.11 Parties Bound

The Plan shall be binding upon the Employer, the Union, the Administrator, the Board of Trustees, the Funding Agent, all Participants and Beneficiaries hereunder, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

21.12 Application of Certain Plan Provisions

For purposes of the general administrative provisions and limitations of the Plan, a Participant's Beneficiary or alternate payee under an Income Deduction Order shall be treated as any other person entitled to receive benefits under the Plan. Upon any termination of the Plan, any such Beneficiary or alternate payee under an Income Deduction Order who has an interest under the Plan at the time of such termination, which does not cease by reason thereof, shall be deemed to be a Participant for all purposes of the Plan. A Participant's Beneficiary, if the Participant has died, or alternate payee under an Income Deduction Order shall be treated as a Participant for purposes of directing investments as provided in Article X.

21.13 Transferred Funds

If funds from another qualified plan are transferred or merged into the Plan, such funds shall be held and administered in accordance with any restrictions applicable to them under such other plan to the extent required by law and shall be accounted for separately to the extent necessary to accomplish the foregoing.

21.14 Veterans Reemployment Rights

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). The Employer shall notify the Board of Trustees, the Funding Agent, and any applicable service provider to the Plan of any Participant with respect to whom additional contributions are made because of qualified military service.

If a Participant who is absent from employment as an Employee because of military service dies after December 31, 2006, while performing qualified military service (as defined in Code Section 414(u)), the Participant shall be treated as having returned to employment as an Employee on the day immediately preceding his death for purposes of determining the Participant's vested interest in his Account and his Beneficiary's eligibility for a death benefit under the Plan. Notwithstanding the foregoing, such a Participant shall not be entitled to additional contributions with respect to his period of military leave.

21.15 Delivery of Cash Amounts

To the extent that the Plan requires the Employer to deliver cash amounts to the Funding Agent, such delivery may be made through any means acceptable to the Funding Agent, including wire transfer.

21.16 Written Communications

Any communication among the Employer, the Board of Trustees, the Funding Agent, and the Administrator that is stipulated under the Plan to be made in writing may be made in any medium that is acceptable to the receiving party and permitted under applicable law. In addition, any communication or disclosure to or from Participants and/or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Employer and permitted under applicable law.

ARTICLE XXII
FORFEITURES UNDER FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

22.1 Benefits Forfeitable

The benefits provided under this Plan shall be subject to forfeiture in accordance with §112.3173, Florida Statutes.

ADOPTION AND EXECUTION

This restatement of the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES is hereby adopted, effective January 1, 2016 by the Central Florida Regional Transportation Authority, the Plan Sponsor.

By: Susan Black

Title: Interim CEO

Date: 1-25-16

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the restatement of the Plan document and under the Trust document and agrees to continue serving on the Board of Trustees, effective January 1, 2016.

Blanche W. Sherman

Print Name: Blanche W. Sherman

Date: 1-25-16

Check one: ✓ Employer-appointed Trustee or

___ Union-appointed Trustee

AMENDMENT #1
TO THE
LYNX DEFINED CONTRIBUTION PLAN
FOR BU EMPLOYEES

(April 26, 2020)

WHEREAS, the Central Florida Regional Transportation Authority doing business as LYNX (the "Employer") originally adopted the LYNX Defined Contribution Plan for BU Employees (the "Plan") effective March 1, 2014 and last amended and restated the Plan's governing terms, effective January 1, 2016; and

WHEREAS, pursuant to Section 19.1 of the Plan, the Employer has the right to amend the Plan, provided, however, that any amendment that is specifically governed by the terms of an applicable collective bargaining agreement must be in compliance with the collective bargaining agreement; and

WHEREAS, the Employer and Amalgamated Transit Union Local 1596, AFL-CIO, CLC (the "Union") previously entered into a collectively-bargained Labor Agreement for the period October 1, 2017 through September 30, 2020 ("CBA") containing provisions applicable to the Plan; and

WHEREAS, the Employer and the Union recently entered into an amendment to the CBA ("CBA Amendment"), changing the provisions applicable to the Plan; and

WHEREAS, the Employer desires to amend the Plan to conform the Plan to the terms of the CBA Amendment.

NOW, THEREFORE, to accomplish the foregoing, the Plan is hereby amended, effective April 26, 2020, as follows:

1. Section 1.1 of the Plan is amended by deleting the definition of "Matching Contribution" in its entirety and replacing it with the following:

   "A '**Matching Contribution**' means any Employer Contribution made to the Plan on account of other contributions made by the Participant under the LYNX Deferred Compensation Plan, as provided in Article VI."

2. Section 1.1 of the Plan is amended by deleting the definition of "Participant's Contributions" in its entirety and replacing it with the following:

   "A Participant's '**Participant Contributions**' means the contributions made by a Participant to the Plan if permitted under Section 3.6 or as may have previously been permitted under the terms of the Plan, that are 'picked up' by the Employer in accordance with Code Section 414(h)(2) and treated as employer contributions."

3. Section 3.4 of the Plan is deleted in its entirety and replaced with the following:

   "**3.4 Effect and Duration**

   Upon becoming an Eligible Employee, an Employee shall be entitled to receive allocations of Employer Contributions in accordance with the provisions of Article VI (provided he

meets any applicable requirements thereunder) and shall be bound by all the terms and conditions of the Plan and the Funding Agreement. A person shall continue as an Eligible Employee eligible to participate in allocations of Employer Contributions only so long as he continues in Covered Employment as an Employee."

4. Section 3.6 of the Plan is deleted in its entirety and replaced with the following:

"**3.6 Participant Contributions**

Participant Contributions to the Plan are not permitted.

A Participant's vested interest in his prior Participant Contributions Sub-Account (if he has one) shall at all times be 100 percent."

5. Subsection (b) of section 6.2 of the Plan is deleted in its entirety and replaced with the following:

"(b) The Employer shall make a Matching Contribution to the Plan for each Contribution Period on behalf of each of its Eligible Employees who has met the allocation requirements for Matching Contributions described in this Article, in the amount of 50% of the Participant's elective contribution to the LYNX Deferred Compensation Plan for that Contribution Period."

6. Subsection (b) of section 6.3 of the Plan is deleted in its entirety and replaced with the following:

"(b) The contributions with respect to which the Employer shall make Matching Contributions to the Plan for a Contribution Period on behalf of its Eligible Employees who have met the allocation requirements for Matching Contributions described in this Article shall be: the Participant's elective contributions to the LYNX Deferred Compensation Plan."

7. Subsection (c) of section 6.3 of the Plan is deleted in its entirety and replaced with the following:

"(c) Notwithstanding the foregoing, no Matching Contributions shall be made with respect to the Participant's elective contributions to the LYNX Deferred Compensation Plan in excess of 3% of Compensation. Thus, the total Matching Contribution provided under this Plan will not exceed one and one-half percent (1.5%) of Compensation."

8. Subsection (b) of section 6.5 of the Plan is deleted in its entirety and replaced with the following:

"(b) A person who was an Eligible Employee at any time during a Contribution Period, and who has made an elective contribution to the LYNX Deferred Compensation Plan, shall be eligible to receive an allocation of Matching Contributions for such Contribution Period."

Employer Adoption

This AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES is hereby adopted, effective April 26, 2020, by the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, the Plan sponsor.

Print Name: James E. Harrison, Esq., P.E.

Print Title: Chief Executive Officer

Print Date: 2/21/20

Administrative Committee Member Declaration

The individual named below was previously designated by the Employer's board of directors as a member of an Administrative Committee to carry out ministerial Plan administrative functions under the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as an Administrative Committee member. By executing this Administrative Committee Member Declaration, the individual named below continues to accept the ministerial administrative responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and agrees to continue performing the ministerial Plan administrative functions delegated to the Administrative Committee by the Employer's board of directors, effective April 26, 2020.

Albert J. Francis II

Print Name: ALBERT J. FRANCIS II

Date: 2-18-20

Administrative Committee Member Declaration

The individual named below was previously designated by the Employer's board of directors as a member of an Administrative Committee to carry out ministerial Plan administrative functions under the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as an Administrative Committee member. By executing this Administrative Committee Member Declaration, the individual named below continues to accept the ministerial administrative responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and agrees to continue performing the ministerial Plan administrative functions delegated to the Administrative Committee by the Employer's board of directors, effective April 26, 2020.

Print Name: Tina Andrews

Date: 2/18/2020

Administrative Committee Member Declaration

The individual named below was previously designated by the Employer's board of directors as a member of an Administrative Committee to carry out ministerial Plan administrative functions under the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as an Administrative Committee member. By executing this Administrative Committee Member Declaration, the individual named below continues to accept the ministerial administrative responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and agrees to continue performing the ministerial Plan administrative functions delegated to the Administrative Committee by the Employer's board of directors, effective April 26, 2020.

Print Name: DANA BAKER

Date: 2-18-2020

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

Albert J. Francis II

Print Name: ALBERT J. FRANCIS II

Date: 2-18-20

Check one: ✓ Employer-appointed Trustee or

___ Union-appointed Trustee

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

Print Name: Silvia T. Gonzalez Marano

Date: 2/18/20

Check one: ___ Employer-appointed Trustee or

✓ Union-appointed Trustee

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

Print Name: Chris Adair

Date: 2/18/2020

Check one: ✓ Employer-appointed Trustee or

___ Union-appointed Trustee

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

Print Name: Dennis Hines

Date: 2-18-2020

Check one: ~~✓~~ Employer-appointed Trustee or

X Union-appointed Trustee

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

D. M. L

Print Name: DANA BAKER

Date: 2-18-2020

Check one: ✓ Employer-appointed Trustee or

___ Union-appointed Trustee

The undersigned hereby consents to appointment as a Trustee under the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST, and agrees to perform the duties and responsibilities as Trustee and as a named fiduciary under the Trust.

Executed this 16 day of April 16, 2026 at _____.

Trustee: _____

Print Name: Grady Milles

Check one: ___ Employer-appointed Trustee or
___ ✓ Union-appointed Trustee

LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES

AGREEMENT AND DECLARATION OF TRUST

March 1, 2014

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BACKGROUND

This Trust is being established in connection with the creation of a new defined contribution plan for all bargaining unit employees hired on or after March 1, 2014, pursuant to the collective bargaining agreement dated October 1, 2012 between the AMALGAMATED TRANSIT UNION LOCAL 1596, AFL-CIO, CLC and CENTRAL FLORIDA TRANSPORTATION AUTHORITY.

PREAMBLE

This AGREEMENT AND DECLARATION OF TRUST ("Trust Agreement") is entered into by and among CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY ("Plan Sponsor") and the persons named as Trustees at the end of this Trust Agreement.

WHEREAS, the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES ("Trust") is hereby created and shall be maintained for the purpose of providing benefits under the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan"); and

Whereas, the Plan Sponsor desires that the Trustees act as trustees of the Trust; and

Whereas, the Trustees desire to act as trustees of the Trust.

NOW, THEREFORE, the parties agree that effective March 1, 2014, the Trustees shall hold all funds and other property from time to time contributed or transferred to the Trust pursuant to the provisions of the Plan, together with all increments, proceeds, investments, and reinvestments thereof, in trust, for the uses and purposes and upon the terms and conditions hereinafter set forth and in compliance with Chapter 112, Florida Statutes.

ARTICLE I
DEFINITIONS

1.01 Definitions

When used herein, the following words and phrases shall have the following meanings:

Agreement and Declaration of Trust (also Trust Agreement) means this Agreement and Declaration of Trust for the Lynx Defined Contribution Trust for BU Employees, as amended from time to time.

Collective Bargaining Agreement means a collective bargaining agreement between the Union and the Employer, the terms of which are approved by and binding upon the Employer and the Union, and their respective agents, including any officers and employees thereof.

Contributions means the contributions that are required to be made to the Plan and are transferred to this Trust.

Employer (also Plan Sponsor) means Central Florida Regional Transportation Authority and any agent, subsidiary, affiliate or successor thereof.

Fund or Trust Fund means any and all assets held under this Trust.

Plan means the Lynx Defined Contribution Plan for BU Employees.

Trust means the Lynx Defined Contribution Trust for BU Employees created by this Trust Agreement.

Trustees, Board of Trustees, or Board shall mean the Board of Trustees acting collectively in accordance with this Trust Agreement to carry out duties under this Trust and under the Plan. The term "Employer Trustees" means the Trustees selected by the Employer as provided in Article III and the term "Union Trustees" means the Trustees selected by the Union as provided in Article III.

Union means the Amalgamated Transit Union Local 1596, AFL-CIO, CLC or any successor thereto.

All other capitalized terms which are not defined herein shall have the meaning ascribed to them in the Plan.

1.02 Interpretation

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II
PURPOSE AND RIGHTS

2.01 Purpose

This Trust is established to provide retirement and other benefits for Eligible Employees and their Beneficiaries. Except as provided in Section 5.03, prior to the satisfaction of all liabilities under the Plan, no part of the Trust assets may be applied to any purpose other than providing benefits under the Plan and for defraying expenses of administering the Plan and the Trust.

2.02 Rights of Participants, Eligible Employees, and Beneficiaries

The rights of Participants, Eligible Employees, and their Beneficiaries shall be determined solely under the Plan.

ARTICLE III
BOARD OF TRUSTEES

3.01 Number

The Board of Trustees shall consist of six (6) Trustees. Three (3) shall be Employer Trustees and three (3) shall be Union Trustees.

3.02 Appointment

The Union Trustees shall be persons appointed by the Union, and the Employer Trustees shall be persons appointed by the Employer. The Employer and Union shall each establish a method for selection, removal, and replacement of its own appointed Trustees.

3.03 Named Fiduciaries

The appointed Trustees shall constitute the named fiduciaries of the Trust within the meaning of Chapter 112, Florida Statutes.

Notwithstanding any other provision of this Trust Agreement to the contrary, the Trustees shall discharge their duties solely in the best interest of the Participants and Beneficiaries for the exclusive purpose of providing benefits to the Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan. Each Trustee shall exercise his duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

The initial Trustees signify their acceptance of their duties and responsibilities as Trustees and as named fiduciaries by executing this Trust Agreement. Future Trustees shall signify their acceptance of their duties and responsibilities as Trustees and as named fiduciaries by consent to their appointment in writing.

3.04 Tenure

Each Trustee shall continue to serve during the existence of the Trust until his or her death, incapacity, resignation, or removal by the appointing entity.

3.05 Resignation or Removal

At any time and for any reason, each appointing entity shall have the right to remove its appointed Trustee(s).

A Trustee may resign at any time by giving thirty (30) calendar days' written notice to the entity (Employer or Union) that appointed the Trustee. The resignation shall be effective upon the date specified in the notice, unless the resigning Trustee and the appointing entity shall mutually agree upon a different effective date.

Upon the removal or resignation of a Trustee, the Employer or the Union, as the case may be, shall notify the Board of Trustees of such removal or resignation within ten (10) calendar days thereof.

3.06 Appointment of Trustees to Fill Vacancies

In the event of a vacant Trustee position, whether upon initial creation of this Trust or due to removal, resignation, or otherwise, the entity (Employer or Union) with the right to fill the vacant Trustee position shall appoint a Trustee to fill the vacancy within fifteen (15) calendar days following the date of the vacancy. Such appointment shall be delivered in writing to the Board of Trustees, along with the consent to appointment signed by the Trustee filling the vacancy.

A successor Trustee duly appointed to replace a predecessor Trustee shall succeed to all of the powers, duties, and immunities of the predecessor Trustee. Each predecessor Trustee shall execute all such instruments and perform all such other acts as the Board of Trustees shall reasonably request to effect the provisions hereof. A successor Trustee shall have no duty to inquire into the administration of the Trust for any period prior to the succession.

3.07 Officers of the Board

The officers of the Board shall consist of a Chairperson and a Secretary.

Each officer's term of office shall be one Plan Year (or the remainder of the Plan Year, if the officer takes office after the first day of the Plan Year). There is no limit on the number of terms a person may serve as an officer.

In even-numbered Plan Years, the Chairperson shall be an Employer Trustee and the Secretary shall be a Union Trustee. In odd-numbered Plan Years, the Chairperson shall be a Union Trustee and the Secretary shall be an Employer Trustee.

As soon as possible following creation of the Trust, the Employer Trustees shall select one among them to fill the officer position to be held by an Employer Trustee for the initial Plan Year, and the Union Trustees shall select one among them to fill the officer position to be held by the Union Trustee for the initial Plan Year, with such appointments to be announced to the entire Board at the first meeting of the Board, as the first order of business.

Thereafter, at the last regularly-scheduled Board meeting of each Plan Year, the Employer Trustees shall select one among them to fill the officer position to be held by an Employer Trustee in the next succeeding Plan Year, and the Union Trustees shall select one among them to fill the officer position to be held by a Union Trustee in the next succeeding Plan Year, with each such officer assuming office on the first day of the next succeeding Plan Year.

At any time and for any reason, each appointing group of Trustees (either the Employer Trustees or the Union Trustees), by a majority vote, shall have the right to remove its appointed Trustee from its officer position.

A Trustee may resign from an officer position at any time by giving thirty (30) calendar days' written notice to the appointing group of Trustees (either the Employer Trustees or the Union Trustees) that appointed him to the officer position. The resignation shall be effective upon the date specified in the notice, unless the resigning officer and the appointing group of Trustees shall mutually agree upon a different effective date.

Upon the removal or resignation of an officer, the Employer Trustees or the Union Trustees, as the case may be, shall notify the Board of Trustees of such removal or resignation within ten (10) calendar days thereof.

In the event of a vacant officer position, whether due to removal, resignation, or otherwise, the appointing group of Trustees (either the Employer Trustees or the Union Trustees) with the authority to appoint that officer position for the then-current Plan Year shall select one among them to fill the vacant officer position, and shall notify the Board in writing of the new appointment, within fifteen (15) calendar days following the date of the vacancy.

3.08 Authority and Duties of the Officers

The Chairperson shall preside at all meetings of the Board in accordance with reasonable rules, and shall serve as the Trust's agent for service of process (unless the Board expressly designates another agent). If the Secretary is absent or unable to perform his or her duties, or if the Secretary position is vacant, the Chairperson shall also perform the duties of the Secretary until the Secretary resumes performance of duties or until a Secretary is appointed, as the case may be.

The Secretary shall keep a record of all meetings, reports to and actions of the Trustees and shall be responsible for the records of the Plan. If the Chairperson is absent or unable to perform his or her duties, or if the Chairperson position is vacant, the Secretary shall also perform the duties of the Chairperson until the Chairperson resumes performance of duties, or until a Chairperson is appointed, as the case may be.

3.09 Effect of Termination of Employment or Termination of Union Membership

If an Employer Trustee was an employee of the Employer at the time of appointment to his Trustee position, and his employment thereafter terminates for any reason, he shall also be deemed to have simultaneously resigned from his position as a Trustee, and if applicable, from his position as an officer of the Trust, effective as of the date of termination of employment. If a Union Trustee was a member of the Union at the time of appointment to his Trustee position, and his Union membership thereafter terminates for any reason, he shall be deemed to have simultaneously resigned from his position as a Trustee, and if applicable, from his position as an officer of the Trust, effective as of the date of termination of Union membership.

3.10 Operation

It is the intention hereof that this Trust shall at all times be administered by an equal number of Employer and Union Trustees. However, notwithstanding anything herein to the contrary (including the provisions of Sections 3.12, 3.13, and 4.08), in no event shall this Trust or the operation of the Board of Trustees be impaired by the death, incapacity, resignation, or removal of, or failure to appoint, a Trustee or an officer, so long as there is at least one Trustee then serving. In the event of one or more vacancies on the Board, the other Trustee(s) shall have full power to act until a Trustee(s) has been appointed to fill the vacancy(ies).

3.11 Meetings of Trustees

The Board shall hold regular meetings on the second Tuesday of February, May, August, and November, or on such different dates, and at such time and place, as are mutually agreed upon by the Chairperson and the Secretary. The Chairperson shall provide all Trustees with advance written notice of the date, time, and place of each meeting at least ten (10) calendar days in advance of the meeting, along with a notice of the matters to be considered at the meeting.

Special meetings of the Board may be called, as necessary to conduct the business of the Trust, by the Chairperson, the Secretary, or any two (2) Trustees by providing all Trustees with advance written notice of the date, time, and place of each meeting at least ten (10) calendar days in advance of the meeting, along with a notice of the matters to be considered at the meeting.

3.12 Quorum

Except as specifically provided herein, one (1) Union Trustee and one (1) Employer Trustee shall be required for a quorum of the Board of Trustees. If the Employer has failed to fill vacant Employer Trustee positions in the manner provided herein such that all Employer Trustee positions are simultaneously vacant, two (2) Union Trustees shall constitute a quorum. If the Union has failed to fill vacant Union Trustee positions in the manner provided herein such that all Union Trustee positions are simultaneously vacant, two (2) Employer Trustees shall constitute a quorum.

3.13 Voting

Voting shall be required for any action taken at a Board meeting. Except as specifically provided herein, action by the Board shall require a majority vote of those present at a Board meeting. Each Trustee shall have only one vote. However, when the number of Trustees present is not equal as between Employer and Union Trustees, the value of the vote of each Trustee of the Employer or of the Union (whichever is represented by a greater number of Trustees) shall be discounted by the ratio of which the numerator is the number of Trustees present and voting on behalf of the underrepresented entity, and the denominator is the number of Trustees present on behalf of the overrepresented entity, such that the combined value of votes of each entity shall be equal. Notwithstanding the foregoing, if at any time there is only one (1) Trustee then

serving, an affirmative vote by that one (1) Trustee shall constitute an action of the Board of Trustees.

3.14 Disqualification for Interest

A Trustee shall be disqualified from voting upon any matter in which he or she is personally interested.

3.15 Authorization to Act for Trustees

The Chairperson and Secretary together are authorized to carry out the decisions of the Trustees between meetings of the Board. The Chairperson and the Secretary may delegate these ministerial duties.

Notwithstanding the foregoing, the Board may instead authorize any person (including a Trustee) to take any action on behalf of the Board, and such authorized person and others dealing with the Board may accept and rely upon such Board authorization unless notified in writing that authorization has been revoked by the Board.

3.16 Disputes of Trustees

In the event of a deadlock of the Trustees, including the failure to obtain a quorum at two (2) successive meetings of the Trustees for which proper advance written notice was given, any Trustee may invoke non-binding mediation by providing a written notice of same to all other Trustees and to the Chief Executive Officer of the Employer ("LYNX CEO"). Except as agreed-upon by the Trustees:

The mediator shall be selected by the Trustees within five (5) business days of receipt of the notice invoking mediation, or if the Trustees cannot agree on selection of the mediator within such time frame, the mediator shall be selected by the LYNX CEO. In all events, the mediator must be neutral and have no established connections to the Employer or to any Trustee. The mediation shall be held in Orlando, Florida on the date and time specified by the mediator; provided, however, that the mediator shall endeavor to hold the mediation within fifteen (15) business days of his or her appointment. Any Trustee may submit a written mediation statement to the mediator that shall not exceed ten (10) pages in length prior to the mediation. Any documents provided to the mediator or statements made during or in the context of the mediation shall not be admissible as evidence in any subsequent court proceedings. The mediator shall establish all other rules governing the mediation proceedings.

If the Trustees are unable to resolve the deadlock through non-binding mediation, any Trustee may submit the dispute to the Chair of the governing board of the Employer ("LYNX Chair"). The LYNX Chair, or a designee selected by the LYNX Chair, shall resolve the dispute in such manner as he or his designee determines reasonable and appropriate under the circumstances. The decision of the LYNX Chair or his designee shall be final and binding. If the LYNX Chair (or his designee), in carrying out his dispute-resolution duties, determines that a Board of Trustees meeting should be held, the LYNX Chair (or his designee) shall provide all Trustees with advance written notice

of the date, time, and place of such meeting at least ten (10) calendar days in advance of the meeting, along with a notice of the matters to be considered at the meeting, and shall preside at the meeting. The presence of the LYNX Chair (or his designee) at such meeting shall be deemed to establish a quorum, and if one or more voting deadlocks occur at such meeting, the LYNX Chair (or his designee) shall cast the tie-breaking vote(s).

In carrying out the dispute-resolution duties hereunder, the mediator and/or the LYNX Chair (or his designee), as the case may be, shall not have the authority to alter or amend the terms of the Collective Bargaining Agreement, but shall have the authority to interpret the Plan, this Trust Agreement, and the obligations set forth herein in such a manner as to carry out the intent of the Plan and this Trust to benefit Participants and their Beneficiaries.

ARTICLE IV
POWERS AND DUTIES OF THE TRUSTEES

4.01 Trust Administrative Powers and Duties

In the administration of the Trust, the Board of Trustees shall have the powers and duties set forth in this Article, in addition to all powers and duties otherwise expressly set forth in this Trust Agreement or the Plan.

4.02 Trust Fund and Investments

The Board of Trustees shall establish the Trust Fund in which all of the Contributions shall be held. Subject to any limitations provided in the Plan, and with respect to such Trust Fund, the Board is empowered:

(a) as provided under the Plan, to establish such separate Investment Funds as the Board shall determine. Each Participant shall make investment elections with respect to the investment of his Account among the Investment Funds, as provided in the Plan. The Board of Trustees shall have no responsibility for the Participants' election of investments among the Investment Funds and shall not render investment advice to any person in connection thereto. The Board of Trustees shall be required to follow the directions so given to it by the Administrator with respect to such elections, except that the Board of Trustees shall not be required to follow any directions that would result in a breach of the Trustees' fiduciary duties;

(b) to appoint an investment manager to manage the investment of the assets of all or any portion of the Trust Fund. The investment manager shall be any firm or individual registered as an investment advisor under the Investment Advisors Act of 1940, a bank as defined in such Act, or an insurance company qualified under the laws of more than one state to perform services consisting of the management, acquisition, or disposition of any assets of the Plan. Upon appointment of the investment manager in writing and the written acknowledgment by the investment manager of its status with respect to the Plan, the investment manager shall have such authority as is delegated to it by the Board, together with such authority as may thereafter from time to time be delegated to it by the Board;

(c) to invest and reinvest all or any part of the Trust Fund, including both principal and income, in such securities, real estate, and other property as may be selected by the Board;

(d) to purchase annuities or otherwise invest assets of the Trust Fund under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Trust Fund;

(e) to invest and reinvest all or any part of the Trust Fund under an insurance contract or contracts that contain provisions relating to a guaranteed rate of return on such investment;

(f) to sell, lease, exchange, or otherwise dispose of all or any part of the Trust Fund at such prices, upon such terms and conditions, and in such manner as it shall determine, including the right to lease, with or without option to purchase, for any term, and also including the right to surrender or cancel any insurance or annuity contract or contracts at any time held in the Trust Fund;

(g) to exercise, buy, or sell rights of conversion or subscription; provided, however, that any conversion of employer securities shall be on the same terms as are applicable to all holders of the convertible securities and in exchange for at least the fair market value of the securities converted;

(h) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of securities held hereunder (including any plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness) and, in connection with any such plan, to enter into any security holders' trust agreement, to deposit securities under such agreement, and to pay assessments or subscriptions from the other assets held hereunder;

(i) to retain in cash or in forms of investment otherwise unproductive of income such portion of the Trust Fund as it shall determine is necessitated by the cash requirements of the Trust, provided however, that to the maximum extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

(j) to deposit securities held hereunder in any depository;

(k) to transfer to and invest all or any part of the Trust Fund in any pooled, common, collective, or commingled trust fund (including any collective investment trust for qualified employee benefit plans) which is then maintained by a bank or trust company, or any of its affiliates, when such bank or trust company is acting as Trustee, co-Trustee, agent for the Trustee, or as an investment manager; provided that the instrument establishing such trust, as amended from time to time, shall govern any investment therein, and is hereby made a part of this Trust Agreement as if fully set forth herein;

(l) pursuant to the direction of the Administrator, to purchase and sell interests in a registered investment company registered under the Investment Company Act of 1940 (whether or not the Trustee or an affiliate of the Trustee serves as investment advisor or sub-advisor and receives compensation from the registered investment company for its services as investment advisor or sub-advisor); and

(m) to engage in any transaction with respect to all or any part of the Trust Fund with a pooled investment fund of any insurance company qualified to do business in any state which transaction is a sale or purchase of an interest in such fund.

The term "securities", wherever used in this Trust Agreement, shall include common and preferred stocks, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

4.03 Adjustment of Claims

The Board of Trustees is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Trust, whether such claims be in litigation or not, upon such terms and conditions as it shall determine, and to reduce the rate of interest on, to extend or otherwise modify, to foreclose upon default, or otherwise to enforce any such claim, debt, or obligation; provided however, that any such action taken under this Section 4.03 which may affect a claim, debt, or obligation in favor of or against the Plan, shall be subordinate to, and consistent with, such directions as the Administrator may provide. The Board of Trustees shall be required to follow the directions so given to it by the Administrator, except that the Board of Trustees shall not be required to follow any directions that would result in a breach of the Trustees' fiduciary duties.

4.04 Borrowing

The Board of Trustees, by unanimous vote of all Trustees then serving, and subject to all applicable laws (including, but not limited to, any restraints on borrowing), is empowered to borrow money, upon such terms and conditions as it deems desirable or proper for the improvement, protection, preservation, or other best interest of the Trust. For any sum so borrowed, the Board may issue its promissory note as the Trustees and secure the repayment thereof by mortgaging or pledging any part or all of the Trust.

4.05 Voting Rights

The Trustee is empowered to exercise the voting rights appurtenant to any securities held hereunder, either in person or by proxy, and to execute proxies or powers of attorney to any one or more persons.

4.06 Registration of Securities; Nominees

The Board of Trustees is empowered to register securities in its own name, or in the name of its nominee, without disclosing the Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee without disclosing the Trust, provided however, that the Board shall be responsible for the acts of its nominees.

4.07 Agents, Attorneys, Actuaries, and Accountants

The Board of Trustees is empowered to employ such agents, attorneys (including attorneys who may be of counsel for the Plan Sponsor), actuaries, and accountants as it may deem necessary or proper in connection with the Board's duties under this Trust, and to determine and pay the reasonable compensation and expenses of such agents, attorneys, actuaries, and accountants.

4.08 Deposit of Funds

The Board of Trustees is empowered to deposit funds, pending investment or distribution thereof, in the commercial or savings department of any bank, savings and loan association or trust company supervised by the United States or a state or agency thereof; and it is authorized to accept such regulations covering the withdrawal of funds so deposited as it shall deem proper. All checks, drafts, vouchers, or other withdrawals of funds from the Trust Fund shall be signed (which may be accomplished by the use of a facsimile signature plate) by at least one (1) Union Trustee and one (1) Employer Trustee.

4.09 Payment of Taxes; Indemnity

The Board of Trustee is empowered to pay out of the Trust, as a general charge thereon, any and all taxes of whatsoever nature assessed on or in respect to the Trust; provided, however, that, if the Plan Sponsor shall notify the Trustee in writing that in the opinion of its counsel any such tax is not lawfully assessed, the Board, if so requested by the Plan Sponsor, shall contest the validity of such tax in any manner deemed appropriate by the Plan Sponsor or its counsel. The word "taxes", as used herein, shall be deemed to include any interest or penalties assessed in respect to such taxes.

Unless the Board of Trustees first shall have been indemnified to its satisfaction by the Plan Sponsor, the Board shall not be required to contest the validity of any tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Trust, except to the extent that the Trust is sufficient therefor.

4.10 Records and Statements

The Board of Trustees shall keep accurate records of all receipts, disbursements, and other transactions affecting the Trust which, together with the assets comprising the Trust and all evidences thereof, shall be available for inspection or for the purpose of making copies or reproductions thereof by the Plan Sponsor, the Union, the Administrator, or any of their respective, duly-authorized representatives.

The Board of Trustees shall keep on file minutes of its meetings, a copy of this Trust Agreement, including any subsequent amendments, and all annual reports for examination during reasonable hours by Participants in the Plan.

The Board of Trustees shall render to the Plan Sponsor and the Administrator, at such reasonable intervals as are established by the Administrator, statements of receipts and disbursements and of all transactions during the preceding interval affecting the Trust and a statement of all assets held in the Trust and the investment performance of the Investment Funds. Following the end of each Plan Year, the Plan Sponsor shall certify to the Trustees the amount of Contributions for the preceding Plan Year.

4.11 Authority

The Board of Trustees is authorized to construe the terms of the Trust for the purposes of carrying out the Board's duties hereunder.

The Board of Trustees is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this Trust Agreement and to carry out the powers and authority conferred upon it.

All actions taken or determinations made by the Board of Trustees, within the scope of authority granted to the Board in this Trust Agreement or in the Plan, shall be binding on all persons dealing with the Trust Fund or the Plan.

4.12 Court Action Not Required

All the powers and authority herein conferred upon the Board of Trustees shall be exercised by it without the necessity of applying to any court for leave or confirmation. No person, firm, or corporation dealing with the Board shall be required to ascertain whether the Board shall have obtained the approval of any court or of any person with respect to any action which it may propose to take hereunder, but every such person, firm, or corporation shall be protected in relying solely upon the deed, transfer, or assurance of the Board.

4.13 Reliance on Written Directions

Any written direction, request, approval, or other document signed in the name of the Plan Sponsor or the Administrator by a duly authorized individual shall be conclusively deemed to constitute the written direction, request, approval, or other document of the Plan Sponsor or the Administrator and the Board shall not be liable for any loss, or by reason of any breach, arising from the direction unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited under applicable State or federal law or would be contrary to the terms of the Plan or this Trust Agreement.

4.14 Trustee's Performance

In the exercise of any of the powers and authority herein conferred upon it, the Board of Trustees shall adhere at all times to the fiduciary standards established under applicable law and shall comply with all other applicable Florida and federal laws.

4.15 Counsel

The Board of Trustees may consult with counsel selected by it, who may be of counsel for the Plan Sponsor, as to any matters or questions arising under the Trust, and the opinion of such counsel shall be full and complete authority and protection in respect to any action taken, suffered, or omitted by a Trustee in good faith and in accordance with the opinion of such counsel.

4.16 Insurance Contracts

Notwithstanding any other provision of this Trust Agreement or the Plan to the contrary, the Administrator shall retain all discretionary power relating to any annuity, endowment or other form of insurance contract acquired by or delivered to the Board. As directed by the Administrator, the Board will acquire, hold and dispose of insurance contracts, deliver the purchase price, and exercise any and all rights, privileges, options, and elections under those policies. The Board of Trustees will be fully discharged with respect to any policy when it is delivered to the Administrator.

4.17 Rules and Regulations

The Board of Trustees shall have the authority to establish bylaws or additional rules and regulations to operate and construe the Trust, provided that such bylaws or additional rules and regulations are not inconsistent with this Trust Agreement, the Plan, or the Collective Bargaining Agreement and do not enlarge the powers of the Board of Trustees beyond those granted in this Trust Agreement.

ARTICLE V
DISBURSEMENTS OUT OF THE TRUST

5.01 Payments

The Board of Trustees shall make payments from the Trust to such persons in such amounts and at such times as the Plan Sponsor or the Administrator from time to time shall direct in writing to be payable under the Plan.

5.02 Compensation and Expenses

The Trustees shall not receive compensation from the Trust for their services but shall be entitled to reimbursement from the Trust for all reasonable expenses properly and actually incurred by the Trustees in their performance of their duties as Trustees.

The Board of Trustees may authorize reimbursement from the Trust for any expenses that the Board determines are both (i) incurred by a Trustee to obtain memberships in professional or educational organizations, or to attend educational programs and other meetings, which are designed to assist the Trustees in the performance of their duties under the Plan or this Trust; and (ii) reasonable under the circumstances (taking into consideration, among other things, that the Plan is a defined contribution plan).

Except as may otherwise be provided in the Plan, compensation payable to third persons who are properly providing services to the Trust or to the Board, and expenses of administering the Plan or Trust, including fees assessed against the Plan, the Trust, the Plan Sponsor, the Board, or the Administrator, shall be funded or paid by the Plan Sponsor.

5.03 Return of Contributions to the Sponsor

Upon written notice of the Plan Sponsor, the Board of Trustees shall pay over to the Plan Sponsor the amount of any Contribution (i) made under a mistake of fact, or (ii) disallowed as a deductible contribution under Code Section 404, or (iii) with respect to which the Plan does not qualify initially under Code Section 401(a). In no event shall the Board make such payment later than one year after (x) the payment of the contribution, or (y) the disallowance of the deduction to the extent disallowed, or (z) the date of denial of the initial qualification of the Plan.

5.04 Transfer of Assets from the Trust

Upon written notice from the Plan Sponsor or the Administrator that assets will be transferred from the Plan to another qualified plan (a "transferee plan") with respect to one or more Participants, the Board of Trustees shall segregate the applicable assets from the Trust and shall transfer the applicable assets to the trustee of the "transferee plan" on the specified transfer date, or as soon as practicable thereafter; provided, however, that such merger and transfer of assets must not be inconsistent with the Collective Bargaining Agreement and shall be contingent upon receipt of a favorable determination letter or ruling from the IRS with respect to the continued tax-exempt

status of the surviving fund after the merger. Such transfers shall be in cash or other assets reasonably satisfactory to the trustee of the "transferee plan".

ARTICLE VI
AMENDMENT AND TERMINATION

6.01 Right of Amendment

The Plan Sponsor reserves the right, in its sole discretion, from time to time to amend the provisions of this Trust Agreement in any manner, provided however, that any amendment that is specifically governed by the terms of the Collective Bargaining Agreement must be in compliance therewith. Any such amendment shall be by written instrument executed by the Plan Sponsor and delivered to the Board, and may be made retroactively if in the opinion of the Plan Sponsor such amendment is necessary to enable the Plan and the Trust to meet the requirements of the Code (including the regulations and rulings issued thereunder) or the requirements of any governmental authority.

6.02 Limitation on Amendment

The Plan Sponsor shall make no amendment to this Trust Agreement that results in the forfeiture or reduction of the accrued benefit of any Participant or Beneficiary. Notwithstanding the preceding sentence, nothing herein contained shall restrict the right to amend the provisions of this Trust Agreement relating to the administration of the Plan and the Trust; provided however, that the amendment of any provision that is specifically governed by the Collective Bargaining Agreement must be in compliance therewith. Moreover, no such amendment shall be made under this Article which shall permit any part of the Trust to revert to the Plan Sponsor or to be used for or be diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries.

6.03 Termination

The Plan Sponsor shall have the sole authority to terminate this Trust, provided however, that termination must not be inconsistent with the terms of the Collective Bargaining Agreement.

Upon termination of the Trust, the Trustees shall continue in such capacity for the purpose of dissolution with full powers as provided for in this Trust and may execute any and all documents which may be required for such purpose.

VII
MISCELLANEOUS

7.01 Validity of Trust Agreement

No provision of this Trust shall be construed to conflict with any provision of the Treasury Department or Internal Revenue Service regulation, ruling, release, or other order which affects, or could affect the terms of the Plan or this Trust, or the qualification of the Plan under Section 401 of the Internal Revenue Code, as amended. For this sole purpose, all of the provisions of this Trust shall be deemed conditional and this Trust shall be amended to conform at the earliest practical date after promulgation or publication of any applicable regulation, ruling, release, or order. This Trust shall be construed, administered and enforced in accordance with applicable federal law, including the Internal Revenue Code, and any applicable law of the State of Florida.

In the event that any provision of this Trust Agreement shall be held unlawful or invalid for any reason, then the Trust Agreement shall be construed and enforced as if the unlawful or invalid portions had not been included.

7.02 No Guarantees

The Plan Sponsor, the Union, the Board of Trustees, the Funding Agent, and the Administrator do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

7.03 Duty to Furnish Information

The Plan Sponsor, the Union, the Board of Trustees, the Funding Agent, and the Administrator shall furnish to any of the others any documents, reports, returns, statements, or other information that such other entity reasonably deems necessary to perform its duties imposed under the Plan or this Trust Agreement or otherwise imposed by law.

7.04 Withholding

The Board of Trustees shall withhold any Federal tax which by any present or future law is required to be withheld from any payment under the Plan, unless the Plan Sponsor shall have notified the Board in writing to the effect that the Plan Sponsor has withheld such tax.

7.05 Parties Bound

This Trust Agreement shall be binding upon the parties hereto, the Administrator, the Funding Agent, the Union, all Participants and Beneficiaries, and persons claiming under or through them pursuant to the Plan, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

7.06 Notices

Any notice or other communication among the Plan Sponsor, the Union, the Trustees, the Funding Agent, and the Administrator that is stipulated under this Trust to be made in writing may be made in any medium that is acceptable to the receiving party and permitted under applicable law. In all events, any notice or other communication given pursuant to this Trust Agreement shall always be effective if sent by registered or certified mail addressed to the recipient's last address of record.

This LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST is executed this 28 day of February 2014 at 455 N. Garland Ave, Orlando FL 32801 by:

Plan Sponsor:

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____

Print Name: John Lewis

Print Title: CEO

The undersigned hereby consents to appointment as a Trustee under the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST, and agrees to perform the duties and responsibilities as Trustee and as a named fiduciary under the Trust.

Executed this 28th day of Feb., 2014 at LYNX 2500 Ln, Orlando, FL 32804.

Trustee:

Print Name: Stephen M. Berry

Check one: ✓ Employer-appointed Trustee or
___ Union-appointed Trustee

The undersigned hereby consents to appointment as a Trustee under the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST, and agrees to perform the duties and responsibilities as Trustee and as a named fiduciary under the Trust.

Executed this 28 day of FEBRUARY, 2014 at CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY.

Trustee:

Print Name: DONNA S. TEFERTILLER

Check one: X Employer-appointed Trustee or
___ Union-appointed Trustee

The undersigned hereby consents to appointment as a Trustee under the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST, and agrees to perform the duties and responsibilities as Trustee and as a named fiduciary under the Trust.

Executed this 25 day of February, 2014 at 455 N. Garland Ave, Orlando FL 32801.

Trustee: Blanche W. Sherman

Print Name: Blanche W. Sherman

Check one: ✓ Employer-appointed Trustee or
___ Union-appointed Trustee

LYNX DEFERRED COMPENSATION PLAN

Effective Date of This Document December 1, 2011

Neither The Hartford nor any of its employees can provide legal or tax advice in connection with the execution of this specimen document. Prior to execution of this document, you should consult with your legal or tax advisor on whether this document is appropriate for your plan.

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457(b) PLAN DOCUMENT

DEFERRED COMPENSATION PLAN

PREAMBLE

Adoption of Plan

The LYNX Deferred Compensation Plan (hereinafter "the Plan"), an eligible deferred compensation plan within the meaning of Section 457(b) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), of a State or local government as described in Code Section 457(e)(1)(A), adopted by Central Florida Regional Transportation Authority d/b/a LYNX (hereinafter the "Employer") effective December 1, 2011.

Purpose of Plan

The primary purpose of this Plan is to permit Employees of the Employer to enter into an agreement which will provide for deferral of payment of a portion of his or her current compensation until death, retirement, severance from employment, or other event, in accordance with the provisions of the Code Section 457(b), with other applicable provisions of the Code, and in accordance with the General Statutes of the State.

Status of Plan

It is intended that the Plan shall qualify as an eligible deferred compensation plan within the meaning of Code Section 457(b) sponsored by an eligible employer within the meaning of Code Section 457(e)(1)(A), i.e., a State, political subdivision of a State, and agency or instrumentality of a State or political subdivision of a State.

Tax Consequences of Plan

The Employer does not and cannot represent or guarantee that any particular federal or State income, payroll, or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own counsel or other representative regarding all tax or other consequences of participation in this Plan.

SECTION I
DEFINITIONS

1.1 Plan Definitions

For purposes of this Plan, the following words and phrases have the meaning set forth below, unless a different meaning is plainly required by the context:

An **"Account Balance"** means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section VII for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

The **"Administrator"** means the Employer. The term Administrator includes any person or persons, committee, or organization appointed by the Employer to administer the Plan.

An **"Annual Deferral"** means the amount of Compensation deferred in any calendar year.

The **"Beneficiary"** of a Participant means the person or persons (or, if none, the Participant's estate) who is entitled under the provisions of the Plan to receive a distribution in the event the Participant dies before receiving distribution of his or her entire interest under the Plan.

The **"Code"** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended from time to time. Reference to a Code Section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The **"Compensation"** of a Participant means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, including, as applicable, compensation attributable to services as an independent contractor, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Section II).

Any payments described below made to a Participant after a Severance from Employment shall qualify as Compensation for purposes of the Plan, but only if the payments are made by the later of (a) the end of the calendar year in which the Severance from Employment occurred or (b) within 2 ½ months of such Severance from Employment:

(a) Payments that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer, but only if such payments constitute regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or a shift differential), commissions, bonuses or other similar compensation;

(i) Payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and

Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within 2 ½ months of such date. Thus, for example, Compensation does not include severance pay.

For years beginning after December 31, 2008, (a) a Participant receiving a differential wage payment, as defined by Code §3401(h)(2), by reason of qualified military service (within the meaning of Code Section 414(u)), is treated as an Employee of the Employer making the payment and (b) the differential wage payment is treated as Compensation.

An "**Employee**" means each natural person who is employed by the Employer as a common law employee on a full time basis or on a part-time basis; provided, however, that the term Employee shall not include a leased employee or any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer, unless the Employer has included the individual in Plan participation as an independent contractor.

An "**Employer**" means the eligible employer (within the meaning of Code Section 457(e)(1)) that has adopted the Plan. In the case of an eligible employer that is an agency or instrumentality of a political subdivision of a State within the meaning of Code Section 457(e)(1)(A), the term Employer shall include any other agency or instrumentality of the same political subdivision that has adopted the Plan.

"**Includible Compensation**" means, with respect to a taxable year, the Participant's compensation as defined in Code Section 415(c)(3) and the regulations thereunder, for services performed for the Employer. The amount of Includible Compensation is determined without regard to any community property laws.

"**Normal Retirement Age**" means age 62.

A Participant's Normal Retirement Age must be the same as his or her normal retirement age under any other eligible deferred compensation plan or plans sponsored by the Employer. The

designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.

The "**Participant**" means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

"**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Solely for the purpose of determining whether the Participant is entitled to receive a distribution of his or her Account Balance pursuant to Section 6.2, a Participant shall be treated as having been severed from employment during any period the Participant is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days.

The "**State**" means the State that is the Employer or of which the Employer is a political subdivision, and any agency, or instrumentality, including any agency or instrumentality of a political subdivision of the State, or the State in which the Employer is located.

The "**Trust Fund**" means the trust fund created under and subject to a trust agreement or a custodial account or contract described in Code Section 401(f) held on behalf of the Plan.

The "**Valuation Date**" means each business day.

SECTION II
PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.

2.2 Election

An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the deferral agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. Any such election shall remain in effect until a new election is filed. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The deferral agreement shall also include designation of investment funds and a designation of Beneficiary.

2.3 Commencement of Participation

An Employee shall become a Participant as soon as administratively practicable following the date the Employee files an election pursuant to Section 2.2. Such election shall become effective no later than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.4 Amendment of Annual Deferral Election

Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.5 Information Provided by the Participant

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(b).

2.6 Contributions Made Promptly

Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, or earlier if required by law.

2.7 Employer Contributions

Nothing in this Plan prohibits the Employer from making annual deferrals to the Account Balance of a Participant on a non-elective basis, subject to the Participant's contribution limits in Section III.

2.8 Leave of Absence

Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.9 Disability

A disabled Participant (as determined by the Administrator) may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

2.10 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

A reemployed Employee shall also be entitled to an allocation of any additional Employer Contributions, if applicable, that such Employee would have received under the Plan had the Employee continued to be employed as an eligible Employee during the period of qualified military service. Such restorative Employer Contributions (without interest), if applicable, shall be remitted by the Employer to the Plan on behalf of the Employee within 90 days after the date of the Employee's reemployment or, if later, as of the date the contributions are otherwise due for the year in which the applicable qualified military service was performed.

2.11 Corrective Measures

In the event that an otherwise eligible Employee is erroneously omitted from Plan participation, or an otherwise ineligible individual is erroneously included in the Plan, the Employer shall take such corrective measures as may be permitted by applicable law. Such measures may include, in the case of an erroneously omitted Employee, contributions made by the Employer to the Plan on behalf of such Employee equal to the missed deferral opportunity, subject to the Participant's contribution limits in Section III, and, in the case of an erroneously included individual, a payment by the Employer to such individual of additional compensation in an amount equal to the amount of the individual's elective deferrals under the Plan.

SECTION III
LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation

(a) The maximum amount of the Annual Deferral and, if applicable, Employer Contributions under the Plan for any calendar year shall not exceed the lesser of:

(i) The "applicable dollar amount" (as defined in paragraph (b) below); or

(ii) The Participant's Includible Compensation for the calendar year.

(b) The "applicable dollar amount" means the amount established under Code Section 457(e)(15), as indexed, and in accordance with 3.4(a).

(c) Rollover amounts received by the Plan under Treasury Regulation Section 1.457-10(e) and any plan-to-plan transfer into the Plan made pursuant to Section 7.2 shall not be applied against the Annual Deferral limit.

3.2 Age 50 Catch-up Annual Deferral Contributions

A Participant who will attain age 50 or more by the end of a calendar year is permitted to elect an additional amount of Annual Deferral for the calendar year, up to the maximum age 50 catch-up Annual Deferral limit under §414(v)(2), as indexed.

The amount of the age 50 catch-up Annual Deferral for any calendar year cannot exceed the amount of the Participant's Compensation, reduced by the amount of the elective deferred compensation, or other elective deferrals, made by the Participant under the Plan and in accordance with 3.4(a).

The age 50 catch-up Annual Deferral limit is not available to a Participant for any calendar year for which the Special Section 457 Catch-up Limitation described in Section 3.3 is available and applied.

3.3 Special Section 457 Catch-up Limitation

Notwithstanding the provisions of Sections 3.1 and 3.2, with respect to a year that is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.3 exceeds the amount computed under Sections 3.1 and 3.2, then the Annual Deferral limit under this Section 3.3 shall be the lesser of:

(a) An amount equal to two (2) times the Section 3.1 Applicable Dollar Amount for such year; or

(b) The sum of:

(i) An amount equal to (A) the aggregate Section 3.1 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.2 and 3.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined in Section 3.4(c)) made by or on behalf of the Participant for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.4 Special Rules

For purposes of this Section III, the following rules shall apply:

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying Section 3.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.1 or any other plan ceiling required by Code Section 457(b).

(c) Pre-2002 Coordination Years. For purposes of Section 3.3(b)(ii)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.3(b)(ii)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

(d) Disregard Excess Deferral. For purposes of Sections 3.1, 3.2, and 3.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year if excess deferrals under the plan are distributed, as described in Section 3.5. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.5 Correction of Excess Deferrals

If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amount is an excess deferral.

SECTION IV
INVESTMENT RESPONSIBILITIES

4.1 Investment of Deferred Amount

Each Participant or Beneficiary shall direct the investment of amounts held in his or her Account Balance under the Plan among the investment options of the Trust Fund. The investment of amounts segregated on behalf of an alternate payee pursuant to a Plan approved domestic relations order (as defined under Code Section 414(p)) may be directed by such alternate payee to the extent provided in such order. In the absence of such direction, such amounts shall be invested in the same manner as they were immediately before such segregation was made on account of such order. Each Account Balance shall share in any gains or losses of the investment(s) in which such account is invested.

4.2 Investment Election for Future Contributions

A Participant may amend his or her investment election at such times and by such manner and form as prescribed by the Administrator. Such election will, unless specifically stated otherwise, apply only to future amounts contributed under the Plan.

4.3 Investment Changes for an Existing Account Balance

The Participant, Beneficiary, alternate payee, or Administrator may elect to transfer amounts in his Account Balance among and between those investments available under the Trust Fund at such times and by such manner and form prescribed by the Administrator, subject further to any restrictions or limitations placed on any investment by the Administrator to be uniformly applied to all Participants.

4.4 Investment Responsibility

To the extent that a Participant, Beneficiary, or alternate payee exercises control over the investment of amounts credited to his Account Balance, the Employer, the Administrator, and any other fiduciary of the Plan shall not be liable for any losses that are the direct and necessary result of investment instructions given by a Participant, Beneficiary or an alternate payee.

4.5 Default Investment Fund

The Employer shall maintain a Default Investment Fund which shall be held and administered under the Trust Fund. Any Participant who does not make an investment election on the deferral agreement provided by the Administrator will have his contributions invested in the Default Investment Fund until such time he provides investment direction under sections 4.2 and 4.3. Additionally, a Beneficiary or alternate payee who does not make an investment election will have his Account Balance invested in the Default Investment Fund until such time he provides investment direction under section 4.3. The interest of each Participant, Beneficiary, or alternate payee under the Plan in the Default Investment Fund shall be an undivided interest.

4.6 Statements

The Administrator will cause to be issued statements periodically to reflect the contributions and actual earnings posted to the Account Balances.

SECTION V
LOANS

5.1 No Loans

There shall be no loans made to Participants from the Plan.

SECTION VI
DISTRIBUTIONS

6.1 Distributions from the Plan

(a) Earliest Distribution Date. Payments from a Participant's Account Balance shall not be made earlier than:

(i) the Participant's Severance from Employment pursuant to Section 6.2

(ii) the Participant's death pursuant to Section 6.3

(iii) Plan termination under Section 10.3

(iv) an unforeseeable emergency withdrawal pursuant to Section 6.10(a), if permitted under the Plan

(v) a de minimis account balance distribution pursuant to Section 6.10(b), if permitted under the Plan

(vi) a rollover account withdrawal pursuant to Section 6.10(c), if permitted under the Plan

(vii) attainment of age 70 ½ withdrawal pursuant to Section 6.10(d), if permitted under the Plan

(viii) Qualified Military Service Deemed Severance withdrawal pursuant to Section 6.10(e), if permitted under the Plan

(ix) Qualified Military Reservist withdrawal pursuant to Section 6.10(f) , if permitted under the Plan

(x) Qualified Distributions for Retired Public Safety Officers pursuant to Section 6.11, if permitted under the Plan

(b) Latest Distribution Date. In no event shall any distribution under this Section VI begin later than the Participant's "required beginning date". Such required minimum distributions must be made in accordance with Section 6.6.

(c) Amount of Account Balance. Except as provided in Section 6.3, the amount of any payment under this Section VI shall be based on the amount of the Account Balance as of the Valuation Date.

6.2 Benefit Distributions Upon Severance from Employment

Upon Severance from Employment (other than due to death), a Participant may elect to commence distribution of benefits at any time after Severance from Employment by filing a

request with the Administrator before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than his or her "required beginning date".

Distributions required to commence under this section shall be made in the form of benefit provided under Section 6.5. Distributions postponed until the Participant's "required beginning date" will be made in a manner that meets the requirements of Section 6.6.

6.3 Distributions on Account of Participant's Death

Upon receipt of satisfactory proof of the Participant's death, the designated Beneficiary may file a request with the Administrator to elect a form of benefit provided under Section 6.5 and made in a manner that meets the requirements of Section 6.6.

(a) Death of Participant Before Distributions Begin. If the Participant dies before his or her distributions begin, the designated Beneficiary may elect to have distributions to be made (i) in full within 5 years of the Participant's death (5-year rule) or (ii) in installments over the designated Beneficiary's "life expectancy" (life expectancy rule).

If the designated Beneficiary does not make an election by September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death or if the Participant's spouse is the sole designated Beneficiary by December 31 of the year the Participant would have attained age 70 ½.

(b) Death of Participant On or After Date Distributions Begin. If the Participant dies on or after his or her distributions began, the Participant's Account Balance shall be paid to the Beneficiary at least as rapidly as under the payment option used before the Participant's death.

6.4 Distribution of Small Account Balances Without Participant's Consent

Notwithstanding any other provision of the Plan to the contrary, if the amount of a Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) is not in excess of the amount specified below on the date that payments commence under Section 6.2 or on the date the Administrator is notified of the Participant's death, the Administrator may direct payment without the Participant's or Beneficiary's consent as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

(a) The Plan does not provide for distribution of small Account Balances without Participant or Beneficiary consent.

6.5 Forms of Distribution

In an election to commence benefits under Section 6.2, a Participant entitled to a distribution of benefits under this Section VI may elect to receive payment in any of the following forms of distribution:

(a) a lump sum payment of the Participant's total Account Balance.

(b) partial distribution of the Participant's Account Balance.

(c) in a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9).

(d) a purchase of a single premium nontransferable annuity contract for such term and in such form as the Participant selects that provides for payments in the form of an irrevocable annuity each calendar year of amounts not less than the amount required under Code Section 401(a)(9).

6.6 Minimum Distribution Requirements

(a) General Rules.

Notwithstanding anything in this Plan to the contrary, distributions from this Plan shall commence and be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder. Additionally, the requirements of this Section 6.6 will take precedence over any inconsistent provisions of the Plan.

(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 distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), then distributions to the "designated Beneficiaries" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If the Participant's sole "designated Beneficiary" is not the Participant's spouse, then distributions to the "designated Beneficiary" will begin by

December 31 of the calendar year immediately following the calendar year in which the Participant died.

(D) If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(E) 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 subparagraph (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subparagraph (ii) and paragraph (d), unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date". If subsection (b)(ii)(E) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Death of Participant On or After Distributions Begin. If the Participant dies on or after distributions begin and before depleting his or her Account Balance, distributions must commence to the "designated Beneficiary" by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iv) Forms of Distribution. Unless the Participant's Account Balance is distributed in the form of an annuity contract or in a lump sum on or before the Participant's "required beginning date", as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c) and (d). If the Participant's interest is distributed in the form of an annuity contract, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).

(c) Required Minimum Distributions During the Participant's Lifetime.

(i) Amount of Required Minimum Distribution For Each "Distribution Calendar Year". During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) The quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Treasury

Regulation Section 1.401(a)(9)-9, Q&A-2 using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or

(B) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's spouse and the spouse is more than 10 years younger than the Participant, the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the "distribution calendar year".

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death.

For purposes of this Section 6.6(d), the Participant's and Beneficiary's "life expectancy" determination will use the Single Life Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

(1) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the surviving spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For "distribution calendar years" after the year of the surviving spouse's death, the remaining "life expectancy" of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in

the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiaries" remaining "life expectancy" is calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(4) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

Except as provided in this Section, if the Participant dies before the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

(1) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the surviving spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year.

(2) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiary's" remaining "life expectancy" is

calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(3) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies 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 distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.

If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole "designated Beneficiary", and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (b)(ii)(A), this subparagraph (d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

(i) A Participant's "required beginning date" is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70 ½ or (2) retires due to Severance from Employment. If the Participant postpones the required distribution due in calendar year he or she attains age 70 ½ or severs employment, to the "required beginning date", the second required minimum distribution must be taken by the end of that year.

(ii) Participant's "designated Beneficiary" means the individual who is designated as the Beneficiary under Section 8.1 and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.

(iii) A "distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year the Participant attains age 70 ½ or retires, if later. For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under subparagraph (b)(ii).

The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date". The required minimum distribution for other "distribution calendar years", including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year".

(iv) A married Participant's "life expectancy", whose spouse is the sole Beneficiary and is more than 10 years younger than the Participant, means the Participant's and spouse Beneficiary's life expectancy as computed by use of the Joint and Last Survivor Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 3. All other Participants will have his or her life expectancy computed by use of the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 2. A deceased Participant's or Beneficiary's "life expectancy" means his or her life expectancy as computed by use of the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.

(v) A "Participant's account balance" means the Account Balance as of the last valuation date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(f) Special Provision Applicable to 2009 Required Minimum Distributions.

A Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 "distribution calendar year" may elect not to receive any such distribution that is payable with respect to the 2009 "distribution calendar year".

Notwithstanding the provisions of Section 6.9(b)(iii), the Administrator may permit a Participant who receives a minimum distribution from the Plan for the 2009 "distribution calendar year" to make a direct rollover of such distribution to an "eligible retirement plan" in accordance with the provisions of Section 6.9.

The Administrator may also permit a Participant or former Participant who has received a minimum distribution for the 2009 "distribution calendar year" to roll over such distribution back into the Plan, provided the requirements of Code Section 402(c), as modified by Notice 2009-82, extending the 60-day rollover deadline, and the requirements of Section 7.1 are otherwise satisfied. If the distribution received by the Participant included amounts in addition to the minimum required under Code Section 401(a)(9), the Administrator may allow the Participant to include a portion or all of the

amount that was not a minimum distribution in the Rollover Contribution made to the Plan in accordance with this paragraph.

The provisions of this Section 6.6(f) are effective for minimum payments made for the 2009 "distribution calendar year" and do not include any minimum payment that is made in 2009, but is attributable to a different year (i.e., the participant reached his required beginning date in 2008, but payment of the 2008 minimum is not made until 2009).

6.7 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator or a court of competent jurisdiction may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

6.8 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown in the Administrator's records; (b) use of the Internal Revenue Service letter forwarding program under IRS Revenue Procedure 94-22; (c) use of a commercial locator service, the internet or other general search method; (d) use of the Social Security Administration search program; or (e) use such other methods as the Administrator believes prudent.

If the Participant or Beneficiary has not responded within 6 months, the Plan shall continue to hold the benefits due such person until, in the Administrator's discretion, the Plan is required to take other action under applicable law.

Notwithstanding the foregoing, if the Administrator is unable to locate a person entitled to benefits hereunder after applying the search methods set forth above, then the Administrator, in its sole discretion, may pay an amount that is immediately distributable to such person in a direct rollover to an individual retirement plan designated by the Administrator.

6.9 Direct Rollover

(a) A Participant or Beneficiary (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an "eligible rollover distribution" may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an "eligible retirement plan" specified by the Participant or Beneficiary in a direct rollover.

(b) For purposes of this Section 6.9, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially

equal periodic payment made not less frequently than annually for the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more (ii) any distribution made as a result of an unforeseeable emergency, or (iii) any distribution that is a required minimum distribution under Code Section 401(a)(9).

In addition, an "eligible retirement plan" with respect to the Participant, the participant's spouse, or the Participant's spouse or former spouse who is an alternate payee under a domestic relations order as defined in Code Section 414(p) means any of the following: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified defined contribution plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made before January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B) .

Notwithstanding any other provision of this Section 6.9(b), a plan or contract described in clause (iii), (iv), (v), or (vi) above shall not constitute an "eligible retirement plan" with respect to a distribution of Roth Contributions unless such plan or contract separately accounts for such distribution, 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) A Beneficiary who is not the spouse of the deceased Participant may elect a direct rollover of a distribution to an individual retirement account described in Code Section 408(b) or to a Roth individual retirement account described in Code Section 408A(b) ("IRA"), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution. The direct rollover must be made to an IRA established on behalf of the designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The IRA must be established in a manner that identifies it as an IRA with respect to a deceased Participant and also identifies the deceased Participant and the Beneficiary. This Section applies to distributions made on or after January 1, 2008.

6.10 Inservice Distributions

(a) Unforeseeable Emergency Distributions. If the Participant who has not incurred a Severance from Employment or Beneficiary has an unforeseeable emergency, the Administrator may approve a single sum distribution of the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10(a), Treasury Regulation Section 1.457-6(c) or other regulatory guidance. The Administrator shall determine whether an unforeseeable emergency exists

based on relevant facts and circumstances, and Treasury Regulation Section 1.457-6(c) or other regulatory guidance.

(i) An unforeseeable emergency is defined as a severe financial hardship of the resulting from the following:

(A) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary";

(B) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);

(C) the need to pay for the funeral expenses of a Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or "primary Beneficiary" of the Participant;

(D) the need to pay for medical expenses of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary" which are not reimbursed or compensated by insurance or otherwise, including non-refundable deductibles, as well as for the cost of prescription drug medication;

(E) the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence; or

(F) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. However, except as otherwise specifically provided in this Section 6.10(a), certain circumstances are not considered an unforeseen emergency such as the purchase of a home or the payment of college tuition or credit card debt.

For purposes of this paragraph, if the Participant is not deceased, a "primary Beneficiary" shall be limited to a primary Beneficiary under the Plan, which is an individual who is named as a Beneficiary pursuant to Section 8.1 and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant, and which shall not include a contingent beneficiary. Additionally, dependent shall be limited to the definition under Code Section 152(a), and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B).

(ii) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or

may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or by cessation of deferrals under the Plan if the cessation of deferrals would alleviate the financial need.

(iii) Distribution necessary to satisfy emergency need. Distributions because of an unforesecable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, State, or local income taxes or penalties reasonably anticipated to result from the distribution).

(b) De minimis Account Balance Distributions. A Participant before Severance of Employment may request a distribution of his or her total Account Balance (excluding the rollover contribution separate account), which shall be paid in a lump sum payment as soon as practical following the direction if (i) the total Account Balance does not exceed $5,000 (or the dollar limit under Code Section 411(a)(11), if greater), (ii) the Participant has not previously received a distribution of their total Account Balance payable to the Participant under this Section 6.10(b), and (iii) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.

The Plan does not permit the Administrator to direct payments under the terms of this Section 6.10(b) without the Participant's consent.

(c) Rollover Account Distributions. If a Participant has a separate account attributable to rollover contributions under the Plan, the Participant before Severance of Employment may at any time elect to receive an inservice distribution of all or any portion of the amount held in the rollover separate account.

(d) Age 70 ½ Distributions. Prior to Severance from Employment, a Participant may withdraw all or a portion of his or her Account Balance on or after first day of the calendar year in which the Participant shall attain age 70-1/2.

(e) Qualified Military Service Deemed Severance Distributions. The Plan does not permit "qualified military service deemed severance withdrawals".

(f) Qualified Military Reservist Distributions. The Plan does not permit "qualified military reservist withdrawals".

6.11 Qualified Distributions for Retired Public Safety Officers

The Plan does not permit qualified distributions for retired public safety officers.

SECTION VII
ROLLOVERS AND PLAN TRANSFERS

7.1 Eligible Rollover Contributions to the Plan

(a) A Participant who is an Employee or a Participant who has separated from service and has an Account Balance and who is entitled to receive an eligible rollover distribution from another "eligible retirement plan", as defined in 6.9(b) excluding the direct rollover of after-tax contributions, may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an "eligible retirement plan" within the meaning of Code Section 402(c)(8)(B).

(b) If an Employee makes a rollover contribution to the Plan of amounts that have previously been distributed to him or her, the Employee must deliver to the Administrator the cash that constitutes his or her rollover contribution within 60 days of receipt of the distribution from the distributing "eligible retirement plan". Such delivery must be made in the manner prescribed by the Administrator.

(c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is an eligible governmental plan under Code Section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is not an eligible governmental plan under Code Section 457(b).

7.2 Plan-to-Plan Transfers to the Plan

At the direction of the Employer, the Administrator may permit Participants or Beneficiaries who are participants or beneficiaries in another eligible governmental plan under Code Section 457(b) to transfer assets to the Plan as provided in this Section 7.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's or Beneficiary's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code Section 457(e)(10) and Treasury Regulation Section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treasury Regulation Section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Section III.

7.3 Plan-to-Plan Transfers from the Plan

(a) At the direction of the Employer, the Administrator may permit Participants or Beneficiaries to elect to have all or any portion of his or her Account Balance transferred to another eligible governmental plan within the meaning of Treasury Regulatory Section 1.457-2(f), if the other eligible governmental plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and the conditions of subparagraph (i), (ii), or (iii) are met.

(i) A transfer from the Plan to another eligible governmental plan is permitted in the case of a transfer for a Participant if the Participant has had a Severance from Employment with the Employer and is performing services for the entity maintaining the other eligible governmental plan.

(ii) A transfer from the Plan to another eligible governmental plan is permitted if:

(A) The transfer is to another eligible governmental plan within the same State as the Plan;

(B) All the assets held by the Plan are transferred; and

(C) A Participant or Beneficiary whose amounts deferred are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.

(iii) A transfer from the Plan to another eligible governmental plan of the Employer is permitted if:

(A) The transfer is to another eligible governmental plan of the Employer (and, for this purpose, an employer is not treated as the Employer if the Participant's compensation is paid by a different entity); and

(B) A Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.

(b) Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 7.3, and to assure that the transfer

is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation Section 1.457-10(b).

7.4 Permissive Service Credit Transfers

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.4(a) may be made before the Participant has had a Severance from Employment and without regard to whether the defined benefit governmental plan is maintained by the Employer. The distribution rules applicable to the defined benefit governmental plan to which any amounts are transferred under this Section 7.4 shall apply to the transferred amounts and any benefits attributable to the transferred amounts.

(b) A transfer may be made under Section 7.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan, including service credit for periods for which there is no performance of services, service credited in order to provide an increased benefit for service credit which a participant is receiving under the plan, and service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in Code Section 415(n)(3)(C)(i)) of an educational organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12) or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed, without application of the limitations of Code Section 415(n)(3)(B) in determining whether the transfer is for the purchase of permissive service credit, or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

SECTION VIII
BENEFICIARY

8.1 Designation

A Participant has the right, by written notice filed with the Administrator, to designate one or more beneficiaries to receive any benefits payable under the Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he or she has the burden for executing and filing, with the Administrator, a proper beneficiary designation form.

The form for this purpose shall be provided by the Administrator. The form is not valid until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator. Upon the Participant filing the form and acceptance by the Administrator, the form revokes all beneficiary designations filed prior to that date by the Participant.

If no such designation is in effect upon the Participant's death, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

SECTION IX
ADMINISTRATION AND ACCOUNTING

9.1 Administrator

The Administrator shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan, the Code and regulations thereunder, and any State law as applicable.

The Administrator may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Administrator. The Administrator shall have the right to designate a plan coordinator or other party of its choice to perform such services under this agreement as may be mutually agreed to between the Administrator and the plan coordinator or other party. Notwithstanding any other provisions to the contrary, the Administrator agrees that it shall be solely responsible to the Employer for any and all services performed by a plan coordinator, subcontractor, assignee, or designee under this agreement.

The Administrator has full and complete discretionary authority to determine all questions of Plan interpretation, policy, participation, or benefit eligibility in a manner consistent with the Plan's documents, such determinations shall be conclusive and binding on all persons except as otherwise provided by law.

9.2 Administrative Costs

All reasonable expenses of administration may be paid out of the Plan assets unless paid (or reimbursed) by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of his or her duties under the Plan, including, but not limited to, fees of accountants, counsel, investment managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator in carrying out the instructions of Participants as to the directed investment of his or her accounts and other specialists and his or her agents, and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account Balance of an individual a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the trust fund described in Section 11.1.

9.3 Paperless Administration

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally

applicable guidance). The Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

SECTION X
AMENDMENTS

10.1 Amendment

The Employer may at any time either prospectively or retroactively amend the Plan by notifying Participants of such action. The Employer shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to amendment.

10.2 Conformation

The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Code to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination

In the event of the termination of the Plan, all Account Balances shall be disposed to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Section VI or Section VII as soon as reasonably practicable following the Plan's termination. The Employer shall not have the right to reduce or affect the value of any Participant's account or any rights accrued under the Plan prior to termination of the Plan. The Participant's or Beneficiary's written consent to the commencement of distribution shall not be required regardless of the value of his or her Account Balance.

SECTION XI
TRUST FUND

11.1 Trust Fund

All amounts in a Participant's or Beneficiary's Account Balance, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust, custodial agreement, annuity contract, or similar agreement under the laws of the State. All investments, amounts, property, and rights held under the Trust Fund shall be held in trust for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, no part of the assets and income of the Trust Fund may be used for, or diverted to, for purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Employer has no beneficial interest in the Trust Fund and no part of the Trust Fund shall ever revert to the Employer, directly or indirectly, provided, however, that a contribution or any portion thereof made by the Employer through a mistake of fact under Section 12.4 shall upon written request of the Employer, reduced by losses attributable thereto, shall be returned to the Employer.

SECTION XII
MISCELLANEOUS

12.1 Non-Assignability

Except as provided in Sections 12.2 and 12.3, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so shall be void except to such extent as may be required by law.

12.2 Domestic Relation Orders

The Employer shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

Notwithstanding Section 12.1, the Administrator may affect a Participant's Account Balance for a "qualified domestic relations order" as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the qualified domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

12.3 IRS Levy

Notwithstanding Section 12.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service to the Plan with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.4 Mistaken Contributions

Notwithstanding any other provision of the Plan or the Trust Fund to the contrary, in the event any contribution of an Employer is made under a mistake of fact (and not a Plan operational error), such contribution may be returned to the Employer within one year after the payment of the contribution. Earnings attributable to the excess contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

12.5 Employment

Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms or employment of any Employee be modified or in any way affected hereby.

12.6 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

12.7 Written Notice

Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Administrator shall be sent to the designated office of the Administrator, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address as it appears on the Administrator's record. To the extent permitted by law, regulation or other guidance from an appropriate regulatory agency, the Administrator, Employer or any other party may provide any notice or disclosure, obtain any authorization or consent, or satisfy any other obligation under the Plan through the use of any other medium acceptable to the Administrator. Such other medium may include, but is not necessarily limited to, electronic or telephonic medium. In addition, any communication or disclosure to or from Participants or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

12.8 Total Agreement

This Plan and Participant deferral election, and any subsequently adopted Plan amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

12.9 Gender

As used herein the masculine shall include the neuter and the feminine where appropriate.

12.10 Controlling Law

This Plan is created and shall be construed, administered and interpreted in accordance with Code Section 457 and the regulations thereunder, and under laws of the State as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

IN WITNESS WHEREOF, the Employer has executed this Plan document this 15th day of November, 2011.

Central Florida Regional Transportation Authority
d/b/a LYNX

SEAL

DAWNE H. MILES
Comm# DD0878037
Expires 6/7/2013
Florida Notary Assn., Inc

By Lisa Darnall

Name Lisa Darnall

Title Chief Operating Officer

Attest:

Administrative Assistant Dawne H. Miles

Title (Witness)

AMENDMENT
TO
LYNX DEFERRED COMPENSATION PLAN

The LYNX Deferred Compensation Plan (herein referred to as the "Plan") is hereby amended as follows, effective retroactive to December 1, 2011, except as otherwise provided herein:

1. The definition of the term "**Employee**" in subsection 1.1 (entitled "Plan Definitions") of SECTION I (entitled "DEFINITIONS") of the Plan is deleted in its entirety and replaced with the following:

> An "**Employee**" means each natural person who is employed by the Employer as a common law employee on a full-time basis or on a part-time basis; provided, however, that the term Employee shall not include:
>
> (i) a leased employee,
> (ii) an intern, temporary, or casual employee; or
> (iii) any employee who is included in a unit of employees covered by a collective bargaining agreement that specifically excludes the unit from participation in the Plan.
>
> Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer.
>
> Independent contractors, synonymously referred to by the Employer as "contract employees," are not eligible to participate in the Plan.

2. The definition of the term "**Normal Retirement Age**" in subsection 1.1 (entitled "Plan Definitions") of SECTION I (entitled "DEFINITIONS") of the Plan is deleted in its entirety and replaced with the following:

> "**Normal Retirement Age**" means the later of:
>
> (i) age 62; or
> (ii) the earlier of: (a) the 5th anniversary of participation in the Plan (consistent with the Money Purchase Plan maintained by the Employer), or (b) age 70½.

3. The definition of a new term "**Trust**" is added to subsection 1.1 (entitled "Plan Definitions") of SECTION I (entitled "DEFINITIONS") of the Plan as follows:

"**Trust**" means the Trust for the LYNX Deferred Compensation Plan created by the Trust Agreement appended to the Plan document.

4. The definition of a new term "**Trustee**" is added to subsection 1.1 (entitled "Plan Definitions") of SECTION I (entitled "DEFINITIONS") of the Plan as follows:

"**Trustee**" means the person or persons who are designated by the Employer and who as Trustee execute the Plan document with the Trust Agreement appended thereto, or any successor in office who is designated by the Employer and who in writing accepts the position of Trustee.

5. The following Trust Agreement is appended to the Plan document as follows:

Appendix:
Trust Agreement

A-1. Acceptance/Holding

The Trustee accepts the Trust Fund created under the Plan and agrees to hold all assets presently constituting the Trust Fund and all funds and other property from time to time contributed or transferred to it pursuant to the provisions of the Plan, together with all the increments, proceeds, investments and reinvestments thereof, in trust, for the uses and purposes and upon the terms and conditions set forth in subsection 11.1 of the Plan and in this Trust Agreement.

A-2. Named Fiduciary

The Trustee shall constitute the named fiduciary of the Trust within the meaning of Chapter 112, Florida Statutes.

Each individual serving as Trustee shall exercise his or her duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

The current individuals appointed as Trustee signify their acceptance of their duties and responsibilities as Trustee and as named fiduciaries by executing the Plan document with this Trust Agreement appended thereto. Future individuals appointed as Trustee shall signify their acceptance of their duties and

responsibilities as Trustee and as named fiduciaries by consent to their appointment in writing.

A-3. Receipt of Contributions

The Trustee is accountable to the Employer for the funds contributed to the Trust Fund by the Employer or the Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

A-4. Investment Powers and Duties

The Trustee has full discretion and authority with regard to the investment of the Trust Fund, except with respect to an asset under Participant direction of investment, as described in section A-8 below. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights, and duties:

(a) to invest and reinvest all or any part of the Trust Fund, including both principal and income, in such securities, real estate, and other property as may be selected by it;

(b) to purchase annuities or otherwise invest assets of the Trust Fund under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Trust Fund;

(c) to invest and reinvest all or any part of the Trust Fund under an insurance contract or contracts that contain provisions relating to a guaranteed rate of return on such investment;

(d) to sell, lease, exchange, or otherwise dispose of all or any part of the Trust Fund at such prices, upon such terms and conditions, and in such manner as it shall determine, including the right to lease, with or without option to purchase, for any term, and also including the right to surrender or cancel any insurance or annuity contract or contracts at any time held in the Trust Fund;

(e) to exercise, buy, or sell rights of conversion or subscription; provided, however, that any conversion of employer securities shall be on the same terms as are applicable to all holders of the convertible securities and in

exchange for at least the fair market value of the securities converted;

(f) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of securities held hereunder (including any plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness) and, in connection with any such plan, to enter into any security holders' trust agreement, to deposit securities under such agreement, and to pay assessments or subscriptions from the other assets held hereunder;

(g) to retain in cash or in forms of investment otherwise unproductive of income such portion of the Trust Fund as it shall determine is necessitated by the cash requirements of the Trust Fund, provided however, that to the maximum extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

(h) to deposit securities held hereunder in any depository;

(i) to transfer to and invest all or any part of the Trust Fund in any pooled, common, collective, or commingled trust fund (including any collective investment trust for qualified employee benefit plans) which is then maintained by a bank or trust company, or any of its affiliates, when such bank or trust company is acting as Trustee, co-Trustee, agent for the Trustee, or as an investment manager; provided that the instrument establishing such trust, as amended from time to time, shall govern any investment therein, and is hereby made a part of this Trust Agreement as if fully set forth herein;

(j) pursuant to the direction of the Administrator, to purchase and sell interests in a registered investment company registered under the Investment Company Act of 1940 (whether or not the Trustee or an affiliate of the Trustee serves as investment advisor or sub-advisor and receives compensation from the registered investment company for its services as investment advisor or sub-advisor); and

(k) to engage in any transaction with respect to all or any part of the Trust Fund with a pooled investment fund of any insurance company qualified to do business in any state

which transaction is a sale or purchase of an interest in such fund.

The term "securities", wherever used in this Trust Agreement, shall include common and preferred stocks, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

A-5. Adjustment of Claims

The Trustee is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Trust, whether such claims be in litigation or not, upon such terms and conditions as it shall determine, and to reduce the rate of interest on, to extend or otherwise modify, to foreclose upon default, or otherwise to enforce any such claim, debt, or obligation.

A-6. Borrowing

The Trustee, by unanimous vote of all persons then serving as Trustee, and subject to all applicable laws (including, but not limited to, any restraints on borrowing), is empowered to borrow money, upon such terms and conditions as it deems desirable or proper for the improvement, protection, preservation, or other best interest of the Trust. For any sum so borrowed, the Trustee may issue its promissory note as the Trustee and secure the repayment thereof by mortgaging or pledging any part or all of the Trust.

A-7. Voting Rights

The Trustee is empowered to exercise the voting rights appurtenant to any securities held hereunder, either in person or by proxy, and to execute proxies or powers of attorney to any one or more persons.

A-8. Directions to Trustee

Notwithstanding any other provision herein to the contrary:

(a) The Trustee shall establish such separate investment options ("Investment Funds") under the Trust Fund as the Trustee shall determine. Each Participant shall make investment elections with respect to the investment of his or her Account Balance among the Investment Funds, as provided in the Plan. The Trustee shall have no

responsibility for the Participants' election of investments among the Investment Funds and shall not render investment advice to any person in connection thereto. The Trustee shall be required to follow the directions so given to it with respect to such Participant elections, except that the Trustee shall not be required to follow any directions that would result in a breach of the Trustee's fiduciary duties.

(b) The Trustee, pursuant to this delegation by the Employer, shall maintain the Default Investment Fund described in subsection 4.5 of the Plan.

(c) The Trustee may appoint an investment manager to manage the investment of the assets of all or any portion of the Trust Fund. The investment manager shall be any firm or individual registered as an investment advisor under the Investment Advisors Act of 1940, a bank as defined in such Act, or an insurance company qualified under the laws of more than one state to perform services consisting of the management, acquisition, or disposition of any assets of the Plan. Upon appointment of the investment manager in writing and the written acknowledgment by the investment manager of its status with respect to the Plan, the investment manager shall have such authority as is delegated to it by the Trustee, together with such authority as may thereafter from time to time be delegated to it by the Trustee.

(d) With respect to any powers granted to the Trustee under sections A-3 through A-6 above, the Employer at any time may direct the Trustee in writing to obtain written approval of such person or persons as the Employer may designate before exercising any one or more of such powers. Moreover, the Employer may at any time direct the Trustee in writing to follow any written directions of such person or persons as the Employer may designate, with respect to the exercise of any one or more of such powers. Any such written directions by such designated person or persons may be of a continuing nature, or otherwise, and may be revoked or superseded by such person or persons, or by the Employer, at any time by notice in writing to the Trustee. The Trustee shall be required to follow the directions so given to it, except that the Trustee shall not be required to follow any directions that would result in a breach of the Trustee's fiduciary duties.

A-9. Registration of Securities; Nominees

The Trustee is empowered to register securities in its own name, or in the name of its nominee, without disclosing the Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee without disclosing the Trust; provided however, that the Trustee shall be responsible for the acts of its nominees.

A-10. Deposit of Funds

The Trustee is empowered to deposit funds, pending investment or distribution thereof, in the commercial or savings department of any bank, savings and loan association or trust company supervised by the United States or a state or agency thereof; and it is authorized to accept such regulations covering the withdrawal of funds so deposited as it shall deem proper.

A-11. Payment of Taxes; Indemnity

The Trustee is empowered to file all applicable tax returns and to pay out of the Trust, as a general charge thereon, any and all taxes of whatsoever nature assessed on or in respect to the Trust; provided, however, that, if the Employer shall notify the Trustee in writing that in the opinion of its counsel any such tax is not lawfully assessed, the Trustee, if so requested by the Employer, shall contest the validity of such tax in any manner deemed appropriate by the Employer or its counsel. The word "taxes", as used herein, shall be deemed to include any interest or penalties assessed in respect to such taxes. Unless the Trustee first shall have been indemnified to its satisfaction by the Employer, the Trustee shall not be required to contest the validity of any tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Trust, except to the extent that the Trust is sufficient therefor.

A-12. Agents, Attorneys, Actuaries, and Accountants

The Trustee is empowered to employ such agents, attorneys (including attorneys who may be of counsel for the Employer), actuaries, and accountants as it may deem necessary or proper in connection with the Trustee's duties hereunder, and to determine and pay the reasonable compensation and expenses of such agents, attorneys, actuaries, and accountants.

A-13. Records and Statements

The Trustee shall keep accurate records of all receipts, disbursements, and other transactions affecting the Trust which, together with the assets comprising the Trust Fund and all evidences thereof, shall be available for inspection or for the purpose of making copies or reproductions thereof by the Employer and the Administrator, or any of their respective, duly-authorized representatives. The Trustee shall render to the Employer and the Administrator, at such reasonable intervals as are established by the Administrator, statements of receipts and disbursements and of all transactions during the preceding interval affecting the Trust and a statement of all assets held in the Trust Fund and the investment performance of the Investment Funds.

A-14. Authority

The Trustee is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this Trust Agreement and to carry out the powers and authority conferred upon it.

All actions taken or determinations made by the Trustee, within the scope of authority granted to the Trustee, shall be binding on all persons dealing with the Trust, the Trust Fund, or the Plan.

A-15. Court Action Not Required

All the powers and authority herein conferred upon the Trustee shall be exercised by it without the necessity of applying to any court for leave or confirmation. No person, firm, or corporation dealing with the Trustee shall be required to ascertain whether the Trustee shall have obtained the approval of any court or of any person with respect to any action which it may propose to take hereunder, but every such person, firm, or corporation shall be protected in relying solely upon the deed, transfer, or assurance of the Trustee.

A-16. Reliance on Written Directions

Any written direction, request, approval, or other document signed in the name of the Employer or the Administrator by a duly authorized individual shall be conclusively deemed to constitute the written direction, request, approval, or other document of the Employer or the Administrator and the Trustee shall not be liable

for any loss, or by reason of any breach, arising from the direction unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited under applicable State or federal law or would be contrary to the terms of the Plan or this Trust Agreement.

A-17. Trustee's Performance

In the exercise of any of the powers and authority herein conferred upon it, the Trustee shall adhere at all times to the fiduciary standards established under applicable law and shall comply with all other applicable Florida and federal laws.

A-18. Counsel

The Trustee may consult with counsel selected by it, who may be of counsel for the Employer, as to any matters or questions arising hereunder, and the opinion of such counsel shall be full and complete authority and protection in respect to any action taken, suffered, or omitted by the Trustee in good faith and in accordance with the opinion of such counsel.

A-19. Insurance Contracts

Notwithstanding any other provision of this Trust Agreement or the Plan to the contrary, the Administrator shall retain all discretionary power relating to any annuity, endowment or other form of insurance contract acquired by or delivered to the Trustee. As directed by the Administrator, the Trustee will acquire, hold and dispose of insurance contracts, deliver the purchase price, and exercise any and all rights, privileges, options, and elections under those policies. The Board of Trustees will be fully discharged with respect to any policy when it is delivered to the Administrator.

A-20. Rules and Regulations

Voting by the Trustee shall be made in accordance with the procedures prescribed from time to time by the Trustee.

The Trustee shall have the authority to establish bylaws or additional rules and regulations to operate and construe the Trust, provided that such bylaws or additional rules and regulations are not inconsistent with this Trust Agreement or the Plan, and do not enlarge the powers of the Trustees beyond those granted in this Trust Agreement or by the Employer.

A-21. Payments

The Trustee shall make payments from the Trust Fund to such persons in such amounts and at such times as the Employer or the Administrator from time to time shall direct in writing to be payable under the Plan.

A-22. Compensation and Expenses

The Trustee shall be entitled to such reasonable compensation for its services as the Employer and the Trustee from time to time agree, and shall be entitled to reimbursement for all reasonable expenses incurred by the Trustee in the administration of the Trust; provided, however, that no individual who is receiving full-time pay from the Employer shall be entitled to compensation for his or her services as Trustee. Except as may otherwise be provided in the Plan and as directed by the Employer, all compensation, if applicable, and expenses of administering the Plan or Trust, including fees assessed against the Plan, the Trust, the Employer, or the Administrator shall be paid out of the Trust as a general charge thereon, unless the Employer elects to make payment thereof.

A-23. Valuation of Trust

The Trustee will determine the value of the Trust as of each Valuation Date or on such other date(s) as the Administrator may direct.

A-24. Disgorgement of Contributions

Upon written notice of the Employer or the Administrator, the Trustee shall pay over to the person or entity designated in such notice, the amount of any contribution to be returned, applied, or otherwise disgorged in accordance with the terms of the Plan (including, but not limited to, subsections 12.2, 12.3, and 12.4 of the Plan) and with applicable law.

A-25. Transfer of Assets from the Trust

Upon written notice from the Employer or the Administrator that assets will be transferred, as described in subsection 7.3 of the Plan, from the Plan to another eligible governmental plan (a "transferee plan") with respect to one or more Participants, the Trustee shall segregate the applicable assets from the Trust and shall transfer the applicable assets to the trustee of the transferee

plan on the specified transfer date, or as soon as practicable thereafter. Such transfers shall be in cash or other assets reasonably satisfactory to the trustee of the "transferee plan".

A-26. Resignation of Trustee

Any Trustee, or any one or more of the individuals who are collectively serving as the Trustee, may resign at any time by giving written notice in writing to the Employer at least thirty (30) days before such resignation is to become effective, unless the Employer shall accept as adequate a shorter notice.

A-27. Removal of Trustee

The Employer may, with or without cause, remove any Trustee, or any one or more of the individuals who are collectively serving as Trustee, by giving notice in writing to the Trustee (or the individual(s)) at least thirty (30) days before such removal is to become effective, unless the Trustee or the individual(s) to be removed accept as adequate a shorter notice or unless the Employer determines that a shorter notice period or immediate removal is necessary or desirable to protect Plan assets.

A-28. Appointment of a Successor Trustee

If any one of the individuals who collectively are the Trustee, or all of them, should for any reason cease to act, a successor or successors shall be appointed by the Employer; provided, however, that:

(i) During the period in which appointment of a successor is pending, or during any period such individual(s) is unable to act for any reason, the remaining individual(s) shall act as the Trustee. In the event of such a determination by the Employer, or in the event of a failure to act by the Employer within 90 days of such cessation to act by one of the individuals who collectively are the Trustee, the continuing individual(s) shall be the Trustee hereunder and shall be the successor individuals to the individual ceasing to act.

(ii) If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Employer will be treated as having appointed itself as Trustee and as having filed the

shall restrict the right to amend the provisions of this Trust Agreement relating to the administration of the Plan and the Trust. Moreover, no such amendment shall be made which shall permit any part of the Trust Fund to revert to the Employer or to be used for, or be diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries.

A-30. Termination

The Plan Sponsor has the right and sole authority to terminate this Trust at any time in accordance with applicable law.

Upon termination of the Trust, the Trustee shall continue in such capacity for the purpose of dissolution with full powers as provided for in this Trust and may execute any and all documents which may be required for such purpose.

A-31. Validity of Trust Agreement

No provision of this Trust Agreement shall be construed to conflict with any provision of the Treasury Department or Internal Revenue Service regulation, ruling, release, or other order which affects, or could affect the terms of the Plan or this Trust, or the status of the Plan as an eligible governmental plan. For this sole purpose, all of the provisions of this Trust shall be deemed conditional and this Trust shall be amended to conform at the earliest practical date after promulgation or publication of any applicable regulation, ruling, release, or order. This Trust shall be construed, administered and enforced in accordance with applicable federal law, including the Internal Revenue Code, and any applicable law of the State of Florida.

In the event that any provision of this Trust Agreement shall be held unlawful or invalid for any reason, then the Trust Agreement shall be construed and enforced as if the unlawful or invalid portions had not been included.

A-32. No Guarantees

The Employer, the Trustee, and the Administrator do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

A-33. Duty to Furnish Information

This Amendment has been executed as of the 26th day of May, 2015 and is effective as of the date(s) set forth hereinabove.

EMPLOYER:

Central Florida Transportation Authority d/b/a LYNX

By: _____

Print Name: John Lewis

Print Title: CEO

TRUSTEE:

_____

Print Name: Stephen Berry

_____

Print Name: Blanche Sherman

_____

Print Name: Donna Tefertiller

CLARIFYING AMENDMENT
TO
LYNX Deferred Compensation Plan

This amendment is adopted for purposes of clarifying the Plan's terms in light of the U.S. Supreme Court's decision in United States V. Windsor. The provisions of this amendment take precedence over any inconsistent provisions of the Plan.

Prior to June 26, 2013, the Plan did not contain an explicit definition of the term "spouse." At all times up until June 26, 2013, that term was consistently interpreted and applied by Plan officials to mean only the person to whom the Participant was married as determined under the laws of the state in which the Participant resided.

Effective September 16, 2013, the term "spouse" is defined for all Plan purposes to mean the person to whom the Participant is legally married under the laws of the state or country in which the marriage was celebrated, without regard to whether such marriage is recognized under the laws of the state or country in which the Participant resides.

Additionally, for the period June 26, 2013 through September 15, 2013, the Plan recognized such a person as the Participant's spouse regardless of whether the marriage was also recognized under the laws of the state or country in which the Participant resided.

* * *

EXECUTED AT 455 N Garland Ave, Orlando Fl, this 14 day of November, 2014.

Central Florida Regional Transportation Authority, dba LYNX

By: _____

Title: CEO