Siebert

401(k) Profit Sharing Plan
Account Package

Account Requirements:

- ☐ Complete a 401(k) Profit Sharing Plan Application.
- ☐ Read and agree to the terms in the Adoption Agreement.

Forms Included in this Package:

Form CRS	401(k) Profit Sharing Plan Application	Adoption Agreement

How to Submit your Application:

You may submit your completed and signed application package through one of the following methods:

Email: Newaccounts@siebert.com

Mail: Muriel Siebert & Co., Inc.
ATTN: NEW ACCOUNTS
15 Exchange Place, Suite 800
Jersey City, NJ 07302

Phone: (800) 872-0444

Fax: (212) 486-2784

Once your application has been processed, you will receive an email notification that includes your account number and online login instructions.

Muriel Siebert & Co., Inc & Siebert Advisor NXT, Inc.

Muriel Siebert & Co., Inc. ("MSCO") is a broker-dealer and its affiliate **Siebert AdvisorNXT, Inc. ("AdvisorNXT")** is an investment adviser. Both are registered with the Securities and Exchange Commission (SEC). MSCO is also a member of the Financial Industry Regulatory Authority (FINRA), the New York Stock Exchange (NYSE) and the Securities Investor Protection Corporation (SIPC).

- **Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.**

What investment services and advice can you provide me?

We offer both brokerage and investment advisory services.

Our **brokerage services** include buying and selling securities at your direction and providing you with investment recommendations, financial tools and planning services, and investor education from time to time or at your request. We offer mutual funds, exchange traded funds (ETFs), domestic and international equities, options, fixed income securities, certificates of deposit (CDs) and structured notes, unit investment trusts, and variable annuities. Unless we separately agree in writing, we do not monitor your brokerage account and you make the ultimate decision regarding the purchase or sale of investments.

Our **advisory services** include our asset allocation services using mutual funds and exchange traded funds (ETFs) and managed portfolios from in-house and third-party investment managers. ***Depending on which program you select, our asset allocation services are either "non-discretionary" or "discretionary"—meaning that either we will recommend investments to you and you will make the ultimate decision regarding the purchase or sale of investments (non-discretionary), or we will make the ultimate investment decisions without your signoff (discretionary). The third-party managers we make available to you will invest your account on a discretionary basis using mutual funds, ETFs, and other securities.*** All of our advisory services are offered through "wrap fee programs" (as described below) and either we or the third-party manager will monitor your advisory account and investments as standard services. At AdvisorNXT this service will be provided on a weekly basis. You must meet certain investment minimums to open an advisory account. Current account minimums may be accessed through your investment professional, or at www.siebert.com.

For Additional information *regarding our broker dealer services please visit our website at www.siebert.com. For our advisory services visit www.siebert.com and refer to our latest* Brochure Form ADV Part 2-A, Items 4, 5 & 7.

Our affiliate Park-Wilshire Insurance offers a variety of insurance products, including fixed and immediate annuities and life insurance.

Conversation Starters. Ask your financial professional—

- ***Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?***
- ***How will you choose investments to recommend to me?***
- ***What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?***

What fees will I pay?

The fees you pay depend on whether you choose brokerage services, advisory services, or both.

For **brokerage services**, the principal fees and costs are transaction-based fees for recommendations and execution of securities trades. Depending on the investment product you select, these fees can include up-front commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment ("trails"). If we buy a security from you or sell a security to you for our own account (as "principal"), we may mark the price up or down, which is a benefit to us. Because we are compensated for transactions, *we have an incentive to encourage you to trade more frequently* and in greater amounts, and to trade with us as principal because we receive more revenue when you do so.

You will also pay fees for custodial or administrative services, as well as fees and expenses that are included in the expense ratios of certain of your investments, including in mutual funds, ETFs, and variable annuities. ***For additional information about the fees and costs for our brokerage services***, please visit www.siebert.com.

For **advisory services**, the principal fees and costs are the "wrap" program fee for the program you select. These fees are "asset-based" meaning that the fee is calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us. This means that the more assets you invest in your account, the more you will pay in fees, and therefore *we have an incentive to encourage you to increase your advisory account assets*. ***For additional information about the fees and costs for our advisory services please refer to our*** Siebert AdvisorNXT, Inc., brochure Form Part 2-A, Item 4.

The annual wrap advisory fee includes all brokerage commissions, transaction fees, and other related costs and expenses except those inherent in a particular investment vehicle. The annual investment advisory fee is prorated and charged quarterly, in advance, based upon the market value of the assets under management as of the last day of the previous quarter. AdvisorNXT may change the fee at any time by giving 30 days' prior written notice.

Investment Advisory Fees for the initial period or the first quarter of service are calculated on a pro rata basis from the inception date of the account to the end of the first quarter. If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets may be adjusted on a pro rata basis for deposits and/or withdrawals occurring within such quarter and will be calculated in accordance with the advisory agreement based on the days remaining in the quarter.

In the **AdvisorNXT Robo Management program,** you may also pay miscellaneous fees that your account's custodian may charge, including wire fees, transfer fees, and other fees. ***For additional information,*** please see Siebert AdvisorNXT, Inc. Brochure Form Part 2-A Item 4.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Conversation Starters. Ask your financial professional—

- ***Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***
- ***What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?***

When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we must act in your best interest and not put our interest ahead of yours. ***At the same time, the way we make money creates some conflicts with your interests.*** You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means:

Examples of Ways We Make Money and Conflicts of Interest.

- ***Proprietary Products***: We will earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, manage, or sponsor, such as a mutual fund or structured CD. As such, we have an incentive to recommend (or to invest your assets in) those products over third-party products.

- ***Third-Party Payments:*** We receive payments from third party product sponsors and managers (or their affiliates) when we recommend or sell certain products. As such, we have an incentive to recommend (or to invest your assets in) products of third parties that pay us over products of third parties that do not pay us or pay us less.

- ***Revenue Sharing:*** Certain managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds, unit investment trusts, cash sweep vehicles and variable annuities) with us. As such, we have an incentive to recommend (or to invest your assets in) products of sponsors and managers that share their revenue with us, over other products of sponsors or managers that do not share their revenue, or who share less.

- ***Principal Trading:*** We may buy or sell securities to you for our own account because we earn compensation (such as commission equivalents, mark-ups, mark-downs, and spreads).

For additional information, please refer to our Siebert AdvisorNXT, Inc. Brochure Form ADV Part 2-A, Section 4 and 7.

Conversation Starter. Ask your financial professional—

- ***How might your conflicts of interest affect me, and how will you address them?***

- ***How do your financial professionals make money?***

The firm's financial professionals are principally compensated based on a percentage of the revenues that are produced by the clients they service.

In Advisory Accounts Siebert financial professionals are compensated based on the amount of client assets they service. The fee revenue generated is split between the firm and the financial professional based on a negotiated payout percentage.

In Brokerage Accounts the Firm's financial professionals are compensated based on sales commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment. Also, Siebert financial professionals may buy a security from you or sell a security to you for our own account (as "principal"), and the price to you may be marked up or down. Finally, Siebert may be compensated by issuers of some financial instruments for selling their products. The revenue generated from all these activities is split between the firm and the financial professional based on a negotiated percentage.

- ***Do you or your financial professionals have legal or disciplinary history?***

Yes. Visit Investor.gov/CRS or www.brokercheck.finra.org for a free and simple search tool to research us and our financial professionals. The Firm also provides a biography of your Investment Advisor Representative when opening an Advisory account. This document includes any legal and disciplinary history.

Conversation Starter. Ask your financial professional—

- ***As a financial professional, do you have any disciplinary history? For what type of conduct?***

Conversation Starter. Ask your financial professional—

- ***Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***

For assisted accounts, a dedicated financial representative or investment advisor representative will be assigned to you. Should your dedicated representative no longer be available or should you request another representative, another qualified professional will be assigned.

For brokerage services that are self-directed, no financial services representative will be assigned to you. Our support services will include customer service and broker assisted representatives should you have questions regarding your account.

For both assisted and self-directed accounts, you will always have access to Principals of the firm should you have concerns about your assigned professional or any other matter. Please contact us at 800-872-0444 for any needs you may have concerning Muriel Siebert, Siebert AdvisorNXT or your account.

Siebert

Email: service@siebert.com
Phone: 800.872.0444 | Fax: 212.486.2784

Account Number

CRS Attestation Form

Return Instructions:

New Accounts:
Email: service@siebert.com
Phone: 800.872.0444
Fax: 212.486.2784

1. Account Owner Information

Provide the Account Owner names.

First Name	Middle Name	Last Name

Address

City	State	Zip/Postal Code

Email	Phone

2. Secondary Account Owner Information *If Applicable*

Provide the Secondary Account Owner names.

First Name	Middle Name	Last Name

Address

City	State	Zip/Postal Code

Email	Phone

Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

I have received and read the investment services and advice Form CRS prior to account opening and understand the information that has been provided. I authorize you to contact me for discussion and/or review of my investment decisions and positions and funds held in my account.

Signature	Date *MM - DD - YYYY*
SIGN ▶	

Signature	Date *MM - DD - YYYY*
SIGN ▶	

How to Set Up Your Individual 401(k) Profit Sharing Plan

To assist you with setting up your Premiere Select® Retirement Plan – Individual 401(k) Profit Sharing Plan, we've provided a checklist of the forms and documents needed to establish and administer your plan.

Applicable Form/Document	Employer Instructions	Send to your investment representative	Keep in your files
The Defined Contribution Retirement Plan—Profit Sharing/401(k) Plan Adoption Agreement No. 001	Complete this Adoption Agreement in its entirety.	✓	✓ (A copy)
The Defined Contribution Retirement Plan Trust Agreement	Complete and sign this Agreement to establish and agree to the terms for a trust for the associated Plan. The signed Trust Agreement must be submitted with the Adoption Agreement to your investment representative.	✓	✓ (A copy)
Premiere Select Retirement Plan—Individual 401(k) Profit Sharing Plan Account Application	Each participant of the Plan (including the employer) must complete an application.	✓	✓ (A copy)
Retirement Account Customer Agreement	This Agreement governs your relationship with your Broker/Dealer and National Financial Services LLC (NFS) in connection with your brokerage account.		✓
Defined Contribution Retirement Plan Basic Plan Document No. 04	This is a copy of the document that describes the rules, terms, conditions, and provisions of your Plan. The prototype sponsor of the Plan is generally responsible for keeping this document up-to-date and will notify you of any amendments to the Plan.		✓

- Self-employed individuals and owner-only businesses and partnerships are eligible to establish and participate in an Individual 401(k). The business owner's employee-spouse may also participate.
- Certain provisions in the Defined Contribution Retirement Plan Basic Plan Document No. 04 do not apply as reflected in the Adoption Agreement.
- If you wish to transfer your current Individual 401(k) Profit Sharing Plan to the Premiere Select Individual 401(k) Profit Sharing Plan, call your investment representative to obtain a Transfer of Assets form. Once completed, this form will be sent to the financial institution where your current retirement plan assets are held. You should consult legal counsel to determine if you are required to file Form 5310-A with the IRS 30 days before plan assets (or liabilities) are merged, consolidated, or transferred. The IRS will impose a penalty on plan sponsors or administrators for failing to file this form in a timely manner.
- If you wish to take a distribution, a separate distribution form can be obtained through your investment representative.

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Premiere Select®

The Defined Contribution Retirement Plan—

Individual 401(k) Adoption Agreement Instructions

Complete the Profit Sharing/401(k) Plan Adoption Agreement No. 001 to adopt or amend the Defined Contribution Retirement Individual 401(k) Plan. This is a pre-approved plan for use with the Defined Contribution Retirement Plan, Basic Plan Document No. 04.

Helpful to Know

- The Adoption Agreement should be completed by the Employer.
- A Plan Administrator must be appointed for your Plan. The Employer may serve as the Plan Administrator, or you can designate another individual to administer the Plan on your behalf and to serve as the main contact. Do not list a company as the Plan Administrator. The Plan Administrator is a "named fiduciary" for purposes of ERISA Section 402(a)(1) and has the powers and responsibilities with respect to the management and operation of your company's Plan.
- It is recommended that you also appoint a Successor Plan Administrator to act on behalf of the Plan in the event that the named Plan Administrator dies, resigns, or is otherwise unable or unwilling to act on the behalf of the Plan. The Successor Plan Administrator must also be a person and not a company.
- To learn more about the duties of the Plan Administrator or Successor Plan Administrator, refer to Section 11.2(b) of the Plan Document.
- **You should keep a copy of the completed Adoption Agreement for your permanent company records.**

1. Plan Information

A. Enter the legal name of the Plan.

- For a sole proprietor with no business name, you can use your name as the name of the Plan, for example, the "John Smith Individual 401(k) Plan."
- For an amendment of a previously adopted Plan, fill in the existing name of the Plan.

Enter the three-digit Plan Number.

- This number is assigned to the Plan by the Employer and is a requirement of the Internal Revenue Service.
- For a new plan, and *if you have never maintained another qualified retirement plan,* this Plan Number is "001."
- If you currently have or have ever maintained any other qualified retirement plan(s), this Plan Number should follow consecutively (for example, your first Plan is 001, the next Plan is 002, and so on).

B. Enter the requested contact information for the appointed Plan Administrator.

- The Plan Administrator is typically the Employer, but can be another individual designated by the Employer. Do not list a company.
- The Plan Administrator will be responsible for administering your company's Plan, ensuring that the Plan is operating according to the Plan Document, and will serve as the main contact. The provided Plan Administrator contact information will be used to provide any future notices regarding amendments to the Premiere Select Retirement Plan, as well as the Annual Valuation Statement mailing each year that is designed to help you complete your Form 5500 or 5500-EZ annual report.
- You should also name a second individual as a Successor Plan Administrator who will assume the responsibilities of the Plan Administrator in the event that the Plan Administrator is unable or unwilling to fulfill its duties on behalf of the Plan.

C. The type of plan has already been preselected.

D. Check either Calendar Year or Fiscal Year as the Plan Year for your Plan. If Fiscal Year, provide your fiscal-year ending date.

E. Indicate the Plan's Status and Effective Date.

(1) For a new Plan, check Box 1 and provide the Plan Effective Date.*

(2) To amend or restate an existing Plan, check Box 2 and provide both the Amendment Effective Date* and the Original Plan Effective Date.

– If you are amending from an existing Premiere Select Individual 401(k), Profit Sharing, or Money Purchase Retirement Plan, check Box E.2.a.

– If you are amending from an existing plan that is **not** a Premiere Select Retirement Plan, check Box E.2.b.—You only need to provide the Effective Date of 401(k) Contributions if you are permitting Eligible Participants to make elective contributions for the first time.

*If you want to be able to calculate contribution amounts based on a full year's Compensation for the current Plan Year, use the first day of the current Plan Year as your Effective Date.

Instructions continue on next page. ▶▶

2. Employer

A. Provide the required information for your company.
- Enter the company's Employer (Tax) Identification Number (EIN).
- **Do not enter your Social Security Number.** To obtain an EIN for your Plan, you can file IRS Form SS-4 or call the IRS directly at 800-829-4933.

B. If you are part of an affiliated group of Employers, as defined in Section 2.3 of the Plan Document (collectively defined as "Affiliated Employers"), then all Affiliated Employers must be included in the Plan and listed in this section.

Unrelated Employers cannot be included as part of your Plan. Please consult your tax attorney and/or accountant for assistance on the definition of Affiliated Employers.

3. Coverage

A. Indicate the requirements an Employee must complete with your company (including Affiliated Employers) to be eligible to participate in the Plan.

(1) Choose the required length of service.

(2) Choose the age an Employee must attain before he or she may participate in the Plan.

B. Indicate the date an eligible employee will first become a Participant in the Plan.

C. Indicate how the elected service and age requirements will apply to Employees, including any current owner(s) and/or officer(s) of the company:
- Check the first box if applicable to all current and future Employees.
- Check the second box if applicable to all Employees, *except those employed on the Effective Date. Such Employees will participate immediately.* All other Employees will need to satisfy the requirements listed above.

4. Compensation

This provision allows you to elect what portion of Compensation is includable for the first year an eligible Employee becomes an active Participant in the Plan. Be certain that any annual contribution amounts calculated for active Participants meet the "top-heavy minimum contribution" amount, which is generally 3% of a Participant's full-year Compensation. You are encouraged to consult with your tax advisor when calculating contribution amounts.

5. Discretionary Nonelective Employer Contributions

The Plan allows for discretionary nonelective Employer Profit Sharing Contributions, and this section provides the option of integrating these contributions with Social Security.
- **Social Security Integration (permitted disparity) is designed for multi-participant plans and is not generally appropriate for an Individual 401(k) Retirement Plan, Individual individuals, or owner-only businesses.**
- You can check Box A to indicate that Contributions will not be integrated with Social Security, or consult a tax advisor first to determine what is appropriate for your Plan.

6. Normal Retirement Age

You can skip this section unless the Plan adopted a Normal Retirement Age of 55 before January 1, 2009. Unless you previously adopted age 55 as the Plan's Normal Retirement Age, the Normal Retirement Age is age 59½.

7. Multiple Qualified Plans

You can skip this section if you are only operating one qualified plan.

Form continues on next page. ▶▶

8. Reliance on Opinion Letter

FMR LLC has obtained an "opinion letter" from the Internal Revenue Service for the Defined Contribution Retirement Plan, Basic Plan Document No. 04. A copy of the opinion letter is included with the Plan Document. In certain cases, you may wish to apply for a Determination Letter for your Plan. Please refer to the Adoption Agreement and Plan Document for further details. Consult your attorney or accountant for further information.

9. Provider Information

FMR LLC serves as the Provider of the preapproved Plan Document.

10. Execution Page

The Employer must sign and date the Adoption Agreement before submitting it to your investment representative.

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Premiere Select®

The Defined Contribution Retirement Plan—

Profit Sharing/401(k) Plan Adoption Agreement No. 001

A pre-approved plan for use with the Defined Contribution Retirement Plan, Basic Plan Document No. 04

1. Plan Information

A. Name of Plan:

This is the

(the "Plan")
Plan Number

The Plan consists of the Basic Plan Document, this Adoption Agreement as completed, and the separate Trust Agreement.

B. Name of Plan Administrator (if not the Employer):

Name		
Address		
City	**State**	**ZIP Code**
Telephone Number	**Email Address**	

The Plan Administrator serves as the main contact for the Plan and the designated agent for service of legal process for the Plan.

Name of Successor Plan Administrator:

Name		
Address		
City	**State**	**ZIP Code**
Telephone Number	**Email Address**	

[Note: The failure to name a successor Plan Administrator may result in the delay of Plan distributions, if the Plan Administrator is unable to fulfill its duties.]

Plan Information continues on next page. ▶▶

C. Type of Plan:

Check one.

☐ **1.** Profit Sharing only—Elective Contributions (401(k) contributions) are ***not*** permitted. The Employer may make Nonelective Employer Contributions in the manner elected in this Adoption Agreement.

☐ **2.** Safe Harbor 401(k) Plan—Elective Contributions (401(k) contributions) ***are*** permitted ***and*** the Employer will make Safe Harbor Nonelective Employer Contributions to the Plan on behalf of Eligible Participants equal to 3% of their "Compensation" for the Plan Year. The Employer may make Nonelective Employer Contributions in the manner elected in this Adoption Agreement.

☑ **3.** Non-Safe Harbor 401(k) Plan—Elective Contributions (401(k) contributions) ***are*** permitted. The Employer will ***not*** make Safe Harbor Nonelective Employer Contributions to the Plan. The Employer may make Nonelective Employer Contributions in the manner elected in this Adoption Agreement.

D. Plan Year and Limitation Year:

Check one.

☐ **1.** Calendar Year ☐ **2.** Fiscal Year ending MM DD

[Note: If left blank, the Plan Year and Limitation Year will be the calendar year.]

E. Plan Status and Effective Date:

Check one.

☐ **1.** New Plan Effective Date: Date MM DD YYYY [Note: Cannot be earlier than the first day of the current Plan Year.]

☐ **2.** Amendment Effective Date: Date MM DD YYYY [Note: Cannot be earlier than the first day of the current Plan Year.]

This is:

Check one.

☐ **a.** an amendment and restatement of a Basic Plan Document No. 04 Adoption Agreement previously executed by the Employer. With the execution of this restatement, the Trust Agreement formerly within Basic Plan Document No. 04 is hereby removed to become a separate, independent Trust Agreement without altering the substance thereof.

☐ **b.** an amendment and restatement from another plan document to a Basic Plan Document No. 04 Adoption Agreement.

The original effective date of the Plan MM DD YYYY

Complete if adding Elective Contributions (401(k) contributions) to your Plan for the first time:

Effective date of Elective Contributions: Date MM DD YYYY [Note: Cannot be earlier than the day this amended Adoption Agreement is signed.]

2. Employer

A.

Name of Employer		
Address		
City	State	ZIP Code
Telephone Number	Employer's Tax Identification Number	

Employer continues on next page. ▶▶

B. The term "Employer" includes the following Affiliated Employers covered by the Plan:

[Note: All Affiliated Employers are required to be covered under the terms of the Plan.]

3. Coverage

A. The eligibility requirements for participation in the Plan will be:

1. Eligibility Service Requirement:

Check one.

☐ **a.** No eligibility service requirement.

☐ **b.** Six months of employment. (If this option is selected, an Employee will not be required to complete any specified number of Hours of Service in the six-month period.)

☐ **c.** One Year of Service.

☐ **d.** Two Years of Service. (This option may ***only*** be selected if Section 1.C.1, Profit Sharing only, is selected above. This option may ***not*** be selected if the Plan provides for Elective Contributions (401(k) contributions).)

2. Age Requirement:

Check one.

☐ **a.** No minimum age requirement.

☐ **b.** Years (Cannot be more than 21.)

B. An Employee who has satisfied the eligibility requirements for participation in Section 3.A above will become a Participant on the following date, provided he is an Employee:

Check one.

☐ **1.** On the first day of the calendar month in which such requirements are satisfied.

☐ **2.** On the first day of the Plan Year and the first day of the seventh month of the Plan Year (whichever is earlier) coinciding with or immediately following the date on which such requirements are satisfied.

C. The requirements listed above are:

Check one.

☐ **1.** Applicable to all Employees.

☐ **2.** Applicable to all Employees, except those Employees employed on the Effective Date. Such Employees will participate immediately. All other Employees will need to satisfy the requirements listed above.

4. Compensation

Contributions for the Plan Year in which an Employee first becomes a Participant shall be determined based on the Employee's "Compensation":

Check one.

☐ **A.** For the entire Plan Year.

☐ **B.** For the portion of the Plan Year in which the Employee is eligible to participate in the Plan.

[Note: "Compensation" is defined in Article 2.12 of the Basic Plan Document.]

Form continues on next page. ▶▶

5. Discretionary Nonelective Employer Contributions

If A or B is elected below, the Employer may make discretionary Nonelective Employer Contributions on behalf of each Participant in accordance with the provisions of this Section 5 and the Basic Plan Document.

Check one.

☐ **A.** Allocation of Nonelective Employer Contributions will not be integrated with Social Security. [See Article 4.10 of the Basic Plan Document.]

☐ **B.** Allocation of Nonelective Employer Contributions will be integrated with Social Security. [See Article 4.11 of the Basic Plan Document.]

If the Plan will be integrated with Social Security, fill in the blanks below:

1. The Integration Level means the Social Security Taxable Wage Base for the Plan Year, unless the Employer elects a lesser amount in (a) or (b) below:

a. $ _____ (may not exceed the Taxable Wage Base).

b. _____ % of the Taxable Wage Base in effect on the first day of each Plan Year (may not exceed 100%).

2. The Excess Contribution Percentage (which may not exceed the Profit Sharing Maximum Disparity Rate described below) will be:

_____ %

3. The Profit Sharing Maximum Disparity Rate shall be:

☐ **a.** Unless an Integration Level other than the Social Security Taxable Wage Base is specified in Section 5.B.1 above, 5.7%.

☐ **b.** If a different Integration Level is specified in Section 5.B.1 above, the applicable percentage determined in accordance with the table below:

If the Integration Level is more than:	But not more than:	The applicable percentage is:
$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X = the greater of $10,000 or 20% of the TWB.		
**Y = any amount more than 80% of the TWB but less than 100% of the TWB.		

6. Normal Retirement Age

A. Unless otherwise elected below, Normal Retirement Age means age 59½.

☐ **1.** The Employer adopted a Normal Retirement Age of 55 before January 1, 2009. [Note: This election is only available if the Employer previously adopted age 55 as the Plan's Normal Retirement Age. If the Plan's prior Normal Retirement Age was age 55, the Employer's ability to increase the Normal Retirement Age to age 59½ is limited by Article 10.3 of the Basic Plan Document and applicable anti-cutback provisions of ERISA and the Code.]

Form continues on next page. ▶▶

7. Multiple Qualified Plans

Select A or B below only if the Employer maintains other qualified plans and uses a method of satisfying the 415 limits or the top-heavy minimum contribution requirements different from the method provided under the Plan.

☐ **A. Other Order for Limiting Annual Additions:** If the Employer maintains other defined contribution plans, annual additions to a Participant's Account shall be limited as provided in Article 12.3 of the Basic Plan Document to meet the requirements of Code Section 415, unless the Employer elects this Option and completes the 415 Correction Addendum describing the order in which annual additions shall be limited among the plans.

☐ **B. Other Method to Satisfy Top-Heavy Minimum Contribution Requirement:** If the Employer maintains other qualified plans that are aggregated with the Plan for top-heavy purposes, the minimum contribution requirement will be met as provided in Article 13.2 of the Basic Plan Document, unless the Employer elects this Option and completes the 416 Contributions Addendum to the Adoption Agreement describing the way in which the minimum contribution requirements will be satisfied in the event the Plan is or is treated as a "top-heavy plan."

8. Reliance on Opinion Letter

This is a "standardized" pre-approved plan. You may rely on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under Section 401 of the Internal Revenue Code except to the extent provided in Section 7.01 of Revenue Procedure 2017-41. You may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in Section 7.03 of Revenue Procedure 2017-41.

If you have ever maintained or later adopt any plan (including a welfare benefit fund as defined in Section 419(e) of the Internal Revenue Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Internal Revenue Code or an individual medical account, as defined in Section 415(1)(2) of the Code) in addition to the Plan, you will not be able to rely on the opinion letter issued by the Internal Revenue Service for the Pre-Approved Plan with respect to the requirements of Sections 415 and 416 of the Internal Revenue Code. You will not be considered to have maintained another plan merely because you maintained another defined contribution plan, provided that (i) the other defined contribution plan terminated before the effective date of the Plan and (ii) no annual additions were credited to the account of any participant under such other plan within a limitation year of the Plan. If you adopt or maintain multiple plans and you wish to obtain reliance with respect to the requirements of Sections 415 and 416 of the Internal Revenue Code, you must apply to Employee Plans Determinations of the Internal Revenue Service for a determination letter with respect to your Plan.

Failure to properly complete the Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the Plan.

9. Provider Information

A. Name of Provider:

FMR LLC

B. Address of Provider:

245 Summer Street
Boston, Massachusetts 02210
800-544-5373

Questions regarding this pre-approved plan document may be directed to the Provider.

Form continues on next page. ▶▶

10. Execution Page

The Employer appoints Fidelity Management Trust Company as Trustee and agrees to the fees set forth in the Premiere Select Retirement Account Customer Agreement, as amended from time to time. The Employer hereby directs the Trustee to invest any funds of the Plan that are transmitted without complete investment instructions in the core account investment vehicle.

The Adoption Agreement may be used only in conjunction with Defined Contribution Retirement Plan, Basic Plan Document No. 04. Failure to fill out this Adoption Agreement properly may result in the disqualification of the Plan. The Provider shall inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Pre-Approved Plan.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed

This	day of

EMPLOYER (NAME OF BUSINESS)
PRINT NAME OF PERSON SIGNING BELOW

SIGNATURE OF EMPLOYER	Date *MM - DD - YYYY*
SIGN	

Print Reset Save

Print Reset Save

Premiere Select®

The Defined Contribution Retirement Plan — Trust Agreement

This Trust Agreement ("Trust Agreement") for the Plan shall be effective as of the last date executed by the Parties and is made between

_____ ("the Employer") and Fidelity Management Trust Company ("the Trustee") to establish
Employer

terms for the trust for the associated Plan.

RECITALS

1. The Employer stated the terms of the Plan by executing an Adoption Agreement to a pre-approved defined contribution plan document (created under procedures established by the U.S. Internal Revenue Service ("IRS") and for which an affiliate of the Trustee is the pre-approved plan provider) (a "Fidelity Pre-Approved Document").
2. A Plan using a Fidelity Pre-Approved Document states the Plan's terms through an Adoption Agreement and a Basic Plan Document plus any additional amendments (the "Non-Trust Plan Documents").
3. The Plan must have a trust to hold Plan assets ("Trust Fund") in order to remain qualified under Internal Revenue Code ("Code") Section 401.
4. In order to remain qualified under the Code, the Employer executes this document to evidence the terms of the Plan's trust and to appoint the Trustee for the Plan's trust.

DEFINITIONS

For the purpose of this Trust Agreement, the definitions set forth in the Basic Plan Document shall apply to the respective capitalized terms:

"Account" or "Accounts" shall be defined as in Article 2.1 of the BPD

"Adoption Agreement" shall be defined as in Article 2.2 of the BPD

"Basic Plan Document" (BPD) shall be defined as in Article 2.6 of the BPD

"Beneficiary" shall be defined as in Article 2.7 of the BPD

"Employer" shall be defined as in Article 2.22 of the BPD

"ERISA" shall be defined as in Article 2.23 of the BPD

"Participants" shall be defined as in Article 2.31 of the BPD

"Permissible Investments" shall be defined as "Investments" in Article 6.2(a)-(d) of the BPD

"Plan" shall be defined as in Article 2.32 of the BPD

"Plan Administrator" shall be defined as in Article 2.33 of the BPD

"Plan Year" shall be defined as in Article 2.34 of the BPD

"Pre-Approved Plan" shall be defined as in Article 2.35 of the BPD

"Provider" shall be defined as in Article 2.37 of the BPD

"Trustee" shall be defined as in Article 2.48 of the BPD

"Trust" shall be defined as in Article 2.46 of the BPD

NOW, THEREFORE, the Employer and the Trustee agree as follows:

1. **Appointment and Acceptance of Trust Responsibilities.** By executing this Trust Agreement, the Employer establishes a trust with the Trustee to hold the assets of the Plan, held at Fidelity Brokerage Services LLC ("FBS LLC"), that are invested in Permissible Investments. By executing this Trust Agreement, the Trustee agrees to accept the rights, duties, and responsibilities set forth in this Trust Agreement. The Trustee shall have no liability for, and no duty to inquire into, the administration of the assets of the Plan for periods prior to the date such assets are transferred to the Trustee in its role as trustee for the Plan, or assets held outside of this Trust.
2. **Establishment of Trust**. The Trustee shall accept and hold in the Trust such contributions by or on behalf of Participants as it may receive from time to time from the Employer together with the earnings thereon, and shall open and maintain records of contributions to and withdrawals from the Accounts for such individuals as the Employer shall from time to time certify as Participants in the Plan.
3. **Exclusive Benefit and Return of Employer Contributions.** In accordance with Code Section 401(a)(2) and ERISA Section 403(c) (if applicable), the Trustee shall hold the assets of the Trust for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan, and no such assets shall ever revert to the Employer except that if the Employer or the Plan Administrator so direct:

   (a) contributions made by the Employer by mistake of fact may be returned to the Employer within one year of the date of payment,

   (b) contributions that are conditioned on the deductibility thereof under Code Section 404 may be returned to the Employer within one year of the disallowance of the deduction, and

   (c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within one year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

   All contributions under the Plan are hereby expressly conditioned on the initial qualification of the Plan and their deductibility under the Code.
4. **Reports of the Trustee and the Employer.** Not later than 120 days after the close of each Plan Year where the Plan Year is the calendar year (or after the Trustee's resignation or removal pursuant to Article 10.6 of the BPD), the Trustee shall furnish to the Employer a written report containing such information as shall be reasonably necessary to complete reports and disclosures required of the Employer pursuant to ERISA, including, without limitation, records of the transactions performed in connection with the Plan during the period in question, and either a statement of the fair market value of the assets of each Participant's Account as of the end of the period, or information adequate to permit the Employer to compare such value. Upon the expiration of 60 days following the date on which such a report is furnished to the Employer, the Trustee shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations, or responsibilities as shown in or reflected by such report, except with respect to any such acts or transactions as to which the Employer shall have filed written objections within such 60-day period or as otherwise required by law.

   The Employer shall be responsible for the preparation and filing of such reports and disclosures as may be required by ERISA, and for providing notice to interested parties as required by Code Section 7476. The Employer shall also prepare any return or report required as a result of liability incurred by the Plan for tax on unrelated business taxable income, or windfall profits tax, or any return or report necessary to preserve the availability of any credit or deduction with respect thereto.

5. **Fees and Expenses of the Trust.** The Trustee shall be entitled to the fees set forth in the materials provided to Participants by the Trustee, as amended from time to time, and to reimbursement of all reasonable expenses incurred in the performance of its duties. If the Employer fails to pay agreed compensation or to reimburse expenses, the same shall be paid from the assets of the Trust. To the extent incurred by the Trustee, any income, gift, estate, and inheritance taxes and other taxes of any kind whatsoever (including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Trust) that may be levied or assessed in respect of such assets, if allocable to specific Participants, shall be charged to their Accounts, and if not so allocable shall be charged proportionately to all Participants' Accounts. All other administrative expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall be charged proportionately to all Accounts. All such fees and taxes and other administrative expenses charged to a Participant's Account shall be collected from the amount of any contribution or distribution to be credited to such Account, or by selling assets credited to such Account, and the Trustee is expressly authorized in the Retirement Brokerage Customer Agreement, the brokerage account agreement terms and conditions, to liquidate any assets held in a Participant's Account for the purpose of paying such amounts. The Trustee shall not be deemed to be exercising discretion by causing the sale of any such assets to pay such fees or expenses. The Employer shall be responsible for payment of any deficiency.

6. **Power of Trustee.** The Trustee shall act solely as directed trustee of the assets it holds for the Plan ("Trust Fund"). In addition to and not in limitation of such powers as the Trustee has by law or under any other provisions of the Plan, the Trustee shall have the following powers, each of which the Trustee exercises solely as a directed trustee in accordance with the written direction of the Employer except to the extent a Plan asset is subject to Participant direction of investment and provided that no such power shall be exercised in any manner inconsistent with the provisions of ERISA:
   (a) to deal with all or any part of the Trust Fund and to invest all or a part of the Trust Fund in Permissible Investments, without regard to the law of any state regarding proper investment;
   (b) to retain uninvested such cash as the Administrator, named fiduciary, or Plan Participant under the Plan may, from time to time, direct;
   (c) to sell, lease, convert, redeem, exchange, or otherwise dispose of all or any part of the assets constituting the Trust Fund;
   (d) to enforce by suit or otherwise, or to waive, its rights on behalf of the Trust, and to defend claims asserted against it or the Trust, provided that the Trustee is indemnified to its satisfaction against liability and expenses including claims for delinquent contributions for which the Administrator, pursuant to its duties under Article 4.14 of the BPD, has directed in writing the Trustee to pursue);
   (e) to employ legal, accounting, clerical, and other assistance to carry out the provisions of this Trust Agreement and to pay the reasonable expenses of such employment, including compensation, from the Trust if not paid by the Employer;
   (f) to compromise, adjust, and settle any and all claims against or in favor of it or the Trust;
   (g) to oppose, or participate in and consent to the reorganization, merger, consolidation, or readjustment of the finances of any enterprise, to pay assessments and expenses in connection therewith, and to deposit securities under deposit agreements;
   (h) to apply for or purchase annuity contracts in accordance with Article 14 of the BPD;
   (i) to hold securities unregistered, or to register them in its own name or in the name of nominees in accordance with the provisions of Section 2550.403a-1(b) of Department of Labor Regulations;
   (j) to appoint custodians to hold investments within the jurisdiction of the district courts of the United States and to deposit securities with stock clearing corporations or depositories or similar organizations;
   (k) to make, execute, acknowledge, and deliver any and all instruments that it deems necessary or appropriate to carry out the powers herein granted;
   (l) generally to exercise any of the powers of an owner with respect to all or any part of the Trust Fund; and
   (m) to take all such actions as may be necessary under the Trust Agreement, to the extent consistent with applicable law and the BPD.

   The Employer specifically acknowledges and authorizes that affiliates or subsidiaries of the Trustee may act as its agent in the performance of ministerial, nonfiduciary duties under the Trust.

   Unless specifically agreed to otherwise in writing by the Trustee, the Trustee shall have no discretion, responsibility, or authority with respect to the following items: (1) investment of the Trust Fund; (2) selection of Permissible Investments (the Trustee shall not render investment advice to any person in connection with the selection of Permissible Investments); (3) determination of the correctness of the amounts contributed and remitted to the Trustee or determination of whether any contribution is payable under the Plan; or (4) responsibility for the collection of any contributions to the Plan. With respect to collection of any contributions to the Plan, the Administrator shall be the named fiduciary responsible for ensuring the Employer or participants, where relevant, remit contributions repayments to the Trust and shall have the duty and responsibility for the collection of such contributions when not timely made. The Trustee shall be authorized to provide information and records regarding contributions it has received to the Administrator or other named fiduciary and may accept contributions and/or carry out related allocation instructions from, such named fiduciary upon its request, as may be further described in the BPD.

7. **Limitation of Duties and Liabilities.** The Trustee shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to Article 7 of the BPD, or any other action or nonaction taken pursuant to the request of the Employer, the Plan Administrator, a Participant, or a Beneficiary; the validity or effect of the Plan and Trust Agreement; the qualification of the Plan or the Trust under the Code and ERISA; or the examination of the Plan by the Internal Revenue Service or the Department of Labor. Except as provided in Article 4.14 of the BPD, the Trustee shall have no authority to inquire into the correctness of any amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under Article 4 of the BPD.

   The Employer and the executor, administrator, or successor of the Employer, as appropriate, shall at all times fully indemnify and save harmless the Trustee, and its successors and assigns from any liability arising from any actions taken or not taken per direction from the Employer, Plan Administrator, Participant or Beneficiary, and from any and all liability whatsoever, which may arise in connection with the Plan, except liability arising from the gross negligence or willful misconduct of the Trustee.

   The Trustee shall not be under any duty to take any action other than as herein specified with respect to the Trust, unless the Employer shall furnish the Trustee with instructions in proper form and such instructions shall have been specifically agreed to by the Trustee, or to defend or engage in any suit with respect to the Trust unless the Trustee shall have first agreed to do so and shall have been fully indemnified to its satisfaction.

The Trustee and its agents may conclusively rely upon and shall be protected in acting upon any written order from the Employer, Plan Administrator, Participant, or Beneficiary or its delegate or any other notice, request, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed, and, so long as it acts in good faith, in taking or omitting to take any other action. The Trustee may delegate to one or more entities the performance of recordkeeping and other ministerial services in connection with the Plan, for a reasonable fee to be borne by the Trustee and not by the Plan or the Trust. Any such agent's duties and responsibilities shall be confined solely to the performance of such services and shall continue only for so long as the Trustee named in the Adoption Agreement serves as Trustee. The Trustee shall not have any liability with respect to money transferred to an insurance company pursuant to the Plan.

The Trustee shall be fully protected in acting upon the directions of the Plan Administrator in making benefit distributions, and shall have no duty to determine the rights or benefits of any person under the Plan or to inquire into the right or power of the Plan Administrator to direct any such distribution. A beneficiary designation form completed and filed in accordance with Article 7.4 of the BPD shall be deemed a direction of the Plan Administrator for purposes of this Section. The Trustee shall be entitled to assume conclusively that any determination by the Plan Administrator with respect to a distribution meets the requirements of the Plan. The Trustee shall not be required to make any payment hereunder in excess of the net realizable value of the assets of the Trust held for the Participant at the time of such payment, nor to make any payment in cash unless the Plan Administrator has furnished instructions in a form and manner acceptable to the Trustee as to the assets to be converted to cash for the purposes of making payment. The Trustee is expressly authorized to liquidate any assets held in a Participant's Account to make a payment under this Section but shall not be deemed to have exercised any fiduciary discretion in doing so.

8. **Substitution, Resignation, or Removal of Trustee.** The Provider may at any time appoint an institution as a substitute for the Trustee named in the Adoption Agreement that is a bank or is a nonbank trustee that has received approval from the Internal Revenue Service; provided that the Provider shall notify the Employer in writing at least 30 days in advance of the effective date of any such appointment. The Trustee may resign at any time upon 30 days' notice in writing to the Employer and may be removed by the Employer at any time upon 30 days' notice in writing to the Trustee. Upon resignation of the Trustee, the Provider may propose a successor trustee. Upon resignation by or removal of the Trustee, the Employer shall no longer participate in the Fidelity Pre-Approved Plan created by the Non-Trust Plan Documents and shall be deemed to have adopted an individually designed plan. In such event, the Employer shall appoint a successor trustee within 60-day period and the Trustee shall transfer the assets of the Trust to the successor trustee upon receipt of sufficient evidence (such as a determination letter or opinion letter from the Internal Revenue Service or an opinion of counsel satisfactory to the Trustee) that such trust shall be a qualified trust under the Code. Upon receipt by the Trustee of written acceptance of appointment by a substitute or successor trustee, the Trustee shall transfer and pay over to such successor the assets of the Trust. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after the payment of all such items to be paid over to the substitute or successor trustee. The Trustee and the Provider shall not be liable for the acts or omissions of any substitute or successor trustee. If within 90 days after the Trustee's resignation or removal a successor Trustee has not been appointed, the Trustee shall terminate the Trust pursuant to Article 10.6 of the BPD. The Trustee named in the Adoption Agreement has accepted its appointment, and intends to serve, only for so long as the Employer's plan is a Pre-Approved Plan. If the Plan is no longer a Pre-Approved Plan, the Trustee shall resign in accordance with this Section. Notwithstanding the foregoing, any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Trust Agreement.

9. **Interpretation and Construction.** In the event of any conflict between the terms of the BPD and Adoption Agreement and any provision contained in this Trust Agreement, the terms of the BPD and Adoption Agreement will govern.

10. **Indemnification.** The Employer shall indemnify the Trustee with respect to any third-party claims or regulatory proceedings asserted or commenced against the Trustee to the extent such claim or proceeding is the result of any act done, or an act failed to be done, by any individual or person with respect to the Plan or the Trust, excepting only those Losses asserted as part of such claim or proceeding that result from the Trustee's negligence or willful misconduct under, or breach of the terms of, this Trust Agreement. The Trustee shall indemnify the Employer with respect to any third-party claims or regulatory proceedings asserted or commenced against the Employer to the extent Losses asserted as part of any such claim or proceeding result from the Trustee's negligence or willful misconduct under, or breach of the terms of, this Trust Agreement. Any reference to the Employer or the Trustee as an indemnified Party shall be deemed to include their respective directors, officers, affiliates, and subsidiaries. "Losses" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation, or injury including those resulting from any and all actions, suits, proceedings, demands, assessments, or judgments, together with reasonable costs and expenses including the attorneys' fees and other legal costs and expenses relating thereto.

11. **Consultation by the Trustee with Counsel.** The Trustee may consult with legal counsel (who may be but need not be counsel for the Employer or the Administrator) concerning any question which may arise with respect to its rights and duties under the Plan and Trust, and the opinion of such counsel shall, to the extent permitted by law, be full and complete protection in respect of any action taken or omitted by the Trustee hereunder in good faith and in accordance with the opinion of such counsel.

12. **Persons Dealing with the Trustee.** No person dealing with the Trustee shall be bound to see to the application of any money or property paid or delivered to the Trustee or to inquire into the validity or propriety of any transactions.

13. **Fiscal Year of the Trust.** The fiscal year of the Trust shall coincide with the Plan Year.

14. **Amendment.** In accordance with provisions of the Plan, and subject to the limitations set forth therein, this Trust Agreement may be amended by the Employer and the Trustee executing an amendment in writing signed by the parties. No amendment to this Trust Agreement shall divert any part of the Trust Fund to any purpose other than as provided in Section 3.

15. **Procedure upon Termination of Trust.** As soon as administratively feasible after the stated date that the Plan terminates pursuant to Article 10.6 of the BPD, the Trustee shall, after paying all expenses of the Trust, allocating any unallocated assets of the Trust, and adjusting all Accounts to reflect such expenses and allocations, distribute to Participants, former Participants, and Beneficiaries the assets credited to their Accounts in accordance with the instructions of the Plan Administrator or the Employer; provided, however, that the Trustee shall not be required to make any such distribution until it has received notice of any determination by the Internal Revenue Service, which the Trustee may reasonably require. Each such distribution shall be made promptly in accordance with Article 7 of the BPD. Upon completion of such distribution, the Trustee shall be relieved from all further liability with respect to all amounts so paid.

16. **Missing Plan Participants.** If distribution is to be made to a Participant or Beneficiary who cannot be located, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash out amount specified in Code Section 401(a)(31)(B)(ii) ($5,000 as of January 1, 2018) that are mandatorily distributed from the Plan. In the alternative, the Employer may direct the Trustee, subject to applicable guidance, to transfer the Account of any such missing Participant or Beneficiary, regardless of the amount of any such Account to the Pension Benefit Guarantee Corporation. In the absence of such instructions, the Trustee shall make no distribution to the distributee.

17. **Governing Law.** The Trust shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts to the extent not preempted by the laws of the United States of America (including ERISA); any provision of the Trust in conflict with applicable federal law shall survive to the extent permitted by that law. References to ERISA or to DOL Regulations or other guidance under ERISA shall apply only to the extent that the Trust is subject to ERISA and is not excluded from coverage under ERISA pursuant to DOL Regulation Section 2510.3-3(b) or otherwise.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Trust Agreement to be executed by its duly authorized representative.

Trustee Signature and Date

Print Trustee Name *First, M.I., Last*

Kevin F. Walsh

Print Trustee Title

Vice-President, Fidelity Institutional

Signature of Trustee — Date *MM - DD - YYYY*

SIGN

Employer Signature and Date

Employer (Plan Sponsor)

Print Name of Person Signing Below *First, M.I., Last*

Print Title

Signature of Employer — Date *MM - DD - YYYY*

SIGN

Print Reset Save

Clear Form

FOR BRANCH USE ONLY	
Branch Prefix	Account Number
RR1/Rep of Record	RR2/Pay-To Rep
Agency	
Are holders employees of your B/D? ☐ No ☐ Yes	

Premiere Select® Retirement Plan – Individual 401(k) Profit Sharing Plan Account Application

Use this application to establish a Premiere Select Retirement Plan – Individual 401(k) Profit Sharing Plan account (hereafter referred to as "Individual 401(k) account" or "account") with your Broker-Dealer to be held at National Financial Services LLC ("NFS"). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

Is this a new account for an existing Premiere Select Individual 401(k) Profit Sharing Plan?

☐ Yes *If Yes, note that only the business owner and his or her spouse may participate.*

☐ No *If No, attach the Premiere Select Retirement Plan – Individual 401(k) Profit Sharing Plan Adoption Agreement.*

1. Retirement Plan Information

A. Are you amending from an existing Premiere Select Retirement Plan? ☐ Yes ☐ No
If Yes, provide your existing account number.

Account Number

Note: *To establish a Premiere Select Individual 401(k), you must provide NFS with a completed Individual 401(k) Adoption Agreement.*

B. Are you adding an additional "owner" Participant to an existing Individual 401(k) Plan? ☐ Yes ☐ No
If Yes, indicate the business owner's (Employer's) account number.

Business Owner's (Employer's) Account Number

C. Complete the following information:

Business Name	Employer Taxpayer ID Number*

** Do not use a Social Security number.*

All forms must contain your Employer Tax ID number. Do not use your Social Security number. If you need to obtain a Tax ID number, call the IRS at 800-829-1040.

Name of Plan Administrator *The Plan Administrator can be the Employer or a person designated by the Employer.*		
Plan Administrator Address		
City	State/Province	Zip/Postal Code

Employer Signature	Date *MM - DD - YYYY*
SIGN X	X

2. Account Owner Information

Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

First Name	Middle Name	Last Name

Date of Birth *MM DD YYYY*	Email

Daytime Phone	Evening Phone	☐ Single/Divorced/Widowed ☐ Married	# of Dependents

Taxpayer ID Number	Required	Country of Citizenship
	☐ SSN ☐ EIN ☐ ITIN	

Type of Government-Issued ID	ID Number

State/Country of ID Issuance	ID Issuance Date	ID Expiration Date

Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	**State/Province**	**Zip/Postal Code**	**Country**

Mailing Address

Complete only if different from Legal Address above.

☐ Same as Legal Address

Address Line 1		Address Line 2	
City	**State/Province**	**Zip/Postal Code**	**Country**

Income Source, Affiliations, and Associations *Industry regulations require us to ask for this information.*

Employer Name		Contact Name	
Address Line 1		**Address Line 2**	
City	**State/Province**	**Zip/Postal Code**	**Country**

Employer Tax ID Number

continued on next page

2. Account Owner Information *continued*

Check all that apply and provide information.

☐ You are an accredited investor, as defined in Rule 501(a) of the Securities Act of 1933.

☐ You are associated with a U.S. registered Broker-Dealer that is different than the Broker-Dealer that will hold this account.

☐ You are a member of the board of directors, a 10% shareholder, a policy-making officer, or someone who can direct the management policies of a publicly traded company.

☐ You are employed by or associated with the Broker-Dealer that will hold this account, as defined in Section 3(a)(18) of the Securities Exchange Act of 1934.

☐ You are associated with a U.S. Registered Investment Advisor.

☐ You are, or an immediate family/household member is, a senior foreign political figure.

☐ You are, your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company (an "Affiliate"). You must provide the information below:

Company Name	CUSIP or Symbol

☐ Check this box if any of these scenarios apply to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization ("SRO") or a municipal securities dealer.

☐ Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Primary Trusted Contact *Optional*

If your Broker-Dealer has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment and/or neglect, your Broker-Dealer may contact the person(s) you name as trusted contact. They will have no ability to transact on the account.

First Name	Middle Name	Last Name
Email		Relationship to Account Owner
Daytime Phone	☐ Mobile Number	Evening Phone ☐ Mobile Number

Attention	
Address Line 1	Address Line 2

City	State/Province	Zip/Postal Code	Country

continued on next page

2. Account Owner Information *continued*

Alternate Trusted Contact *Optional*

First Name	Middle Name	Last Name

Email	Relationship to Account Owner

Daytime Phone	☐ Mobile Number	Evening Phone	☐ Mobile Number

Attention

Address Line 1	Address Line 2

City	State/Province	Zip/Postal Code	Country

3. Suitability

Financial Position *Choose the range that best describes your situation or provide the dollar amount.*

Annual Income
From all sources

- ☐ $0–$25,000
- ☐ $25,000–$50,000
- ☐ $50,000–$100,000
- ☐ Over $100,000

$_____

Estimated Net Worth
Excluding primary residence

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$500,000
- ☐ Over $500,000

$_____

Investable/Liquid Assets
Including cash and securities

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$500,000
- ☐ Over $500,000

$_____

Federal Tax Bracket

- ☐ 0%–15%
- ☐ 21%–27½%
- ☐ Over 27½%

Account Funding Source
Check all that apply.

- ☐ Asset appreciation
- ☐ Business revenue
- ☐ Inheritance
- ☐ Legal/insurance settlement
- ☐ Sale of assets
- ☐ Savings from earnings
- ☐ Other

Other

Annual Expenses
Recurring

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$250,000
- ☐ $250,000–$500,000
- ☐ Over $500,000

$_____

Special Expenses
Future and non-recurring

- ☐ $0–$50,000
- ☐ $50,000–$100,000
- ☐ $100,000–$250,000
- ☐ Over $250,000

$_____

Timeframe
Required for Special Expenses

- ☐ Within 2 years
- ☐ 3–5 years
- ☐ 6–10 years

Investment Profile

Investment Purpose

- ☐ Save for education
- ☐ Save for retirement
- ☐ Save for short-term goal(s)
- ☐ Generate income
- ☐ Accumulate wealth
- ☐ Preserve wealth
- ☐ Market speculation
- ☐ Other

Other

Investment Objectives

Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives. Select only the applicable objectives (consult with your investment professional for more information).

- ____ Preservation of capital
- ____ Income
- ____ Capital appreciation
- ____ Speculation
- ____ Trading profits
- ____ Growth and Income
- ____ Other

Other

Risk Tolerance

- ☐ Conservative
- ☐ Moderately Conservative
- ☐ Moderate
- ☐ Moderately Aggressive
- ☐ Aggressive
- ☐ Combination: _____

Investment Time Horizon

- ☐ Near Term
- ☐ Very Short
- ☐ Short
- ☐ Intermediate
- ☐ Long
- ☐ Combination: _____

General Investment Knowledge

- ☐ Limited
- ☐ Good
- ☐ Extensive

continued on next page

3. Suitability *continued*

Product Knowledge

Investment Product Knowledge

Check either None, Limited, Good, or Extensive based on your knowledge of the following, **OR** provide your number of years of experience:

	None	Limited	Good	Extensive	OR	Number of Years	Transactions per Year		
Stocks	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Bonds	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Short Term	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Mutual Funds	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Options	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Limited Partnerships	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Variable Contracts	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Futures	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Annuities	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Alternative Investments	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Margin	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Foreign Currency	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Foreign Securities	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Life Insurance	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15
Other	☐	☐	☐	☐		☐	☐ 0–5	☐ 6–15	☐ Over 15

Additional Suitability Information

Decision-Making Experience

Check all that apply:

I consult with my broker. ☐ Yes ☐ No

I make my own decisions. ☐ Yes ☐ No

I consult with my family/friends. ☐ Yes ☐ No

Additional Information

Assets Held Away – Provide total value of assets held away and percentages for each type of asset. Total of all percentages must equal 100%.

Total value of assets held away:	Stocks	Mutual Funds	Variable Contracts	Alternative Investments
$	%	%	%	%
	Bonds	Options	Security Futures	Foreign Currency
	%	%	%	%
	Short Term	Limited Partnerships	Annuities	Foreign Security
	%	%	%	%
		Life Insurance	Other	Other *explain*
		%	%	

4. Account Characteristics

Dividend, Interest, Capital Gains Instructions *Check one.*

☐ Reinvest all mutual fund dividends and capital gains; pay dividends and interest from all eligible securities in cash and credit the core account investment vehicle.

☐ Reinvest all mutual fund dividends and capital gains; reinvest dividends and interest from all eligible securities.

☐ Pay all mutual fund dividends and capital gains in cash and credit the core account investment vehicle; reinvest dividends and interest from all eligible securities.

☐ Pay all mutual fund dividends and capital gains in cash; pay dividends and interest from all eligible securities in cash; credit the core account investment vehicle.

continued on next page

4. Account Characteristics *continued*

Core Account Investment Vehicle

Consult your Broker-Dealer for a list of available core account investment vehicles. Indicating no choice will be considered your authorization for your Broker-Dealer to use its default option as the core account investment vehicle. This will be a specific money market mutual fund, in which event your Broker-Dealer will have provided the prospectus for that fund. You authorize your Broker-Dealer and/or NFS to change the investment vehicle for your core account at its discretion. Ensure that you have read the money market mutual fund prospectus before making a decision on the appropriate core account investment vehicle selection.

Investment Vehicle Name	Investment Vehicle Symbol

Options Agreement

☐ Check the box to indicate your interest in trading options for your account. Note that Premiere Select Individual 401(k) Profit Sharing Plan accounts are only eligible for certain types of options trading. *Consult your Broker-Dealer for availability and eligibility and to obtain the appropriate application to apply for this feature.*

Duplicate Information

Completing this section will be considered your request to your Broker-Dealer to instruct NFS to send the type(s) of duplicate documents you have selected, to the party or parties indicated below. Attach an additional sheet if necessary.

Check all that apply. ☐ Trade Confirmations ☐ Statements

Name			
Address			
City	State/Province	Zip/Postal Code	Country

eDelivery

☐ Paper delivery of account statements, trade confirmations and/or eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Selecting this option indicates your interest in this optional feature. A follow-up email will be sent to you with instructions on how to complete the enrollment process.

5. Beneficiary Designation

Share percentages must total 100% for primary and 100% for contingent. Use percentages only, not dollar amounts.

- If you are married, and you designate anyone other than your spouse as beneficiary, you must provide a notarized signature of your spouse in the Spousal Consent section of this application.
- If your account contains community property and you do not designate your spouse as your primary beneficiary for at least 50% of the value of your account, you may want to consult with your attorney or tax advisor to determine the impact of community property laws on your beneficiary designations.
- If more than one beneficiary is named and no share percentages are indicated, payment shall be made in equal shares to your primary beneficiary(ies) who survives you. If a percentage is indicated and a primary beneficiary(ies) does not survive you, unless you have checked the per stirpes box, the percentage of that beneficiary's(ies') designated shares shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of your death, payment shall be made to your contingent beneficiary(ies). Payment to your contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).
- Upon transfer of assets to multiple beneficiaries, all residual income paid to your account and any fractional shares that cannot be divided equally among the beneficiaries will be systematically allocated to the beneficiary receiving the largest share proportion of the assets. If the account is transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last beneficiary paid.
- To change your beneficiary designation in the future, you must complete a Premiere Select Retirement Plan Beneficiary Designation form, which can be obtained from your investment representative.
- Before making a per stirpes designation, consult with an estate-planning attorney. By checking the per stirpes box, you are agreeing that if the specified beneficiary(ies) predeceases you, his or her share of the account will pass through to his or her descendents. Per stirpes will be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of death of the depositor.

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5. Beneficiary Designation *continued*

Primary Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary.

Use percentages only, not dollar amounts.

If beneficiary is a trust, provide trust name and date trust was established.

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

continued on next page

5. Beneficiary Designation *continued*

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary.

Use percentages only, not dollar amounts.

If beneficiary is a trust, provide trust name and date trust was established.

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

Contingent Beneficiaries

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

☐ Spouse ☐ Non-Spouse ☐ Trust

Beneficiary Name			☐ Per Stirpes
☐ SSN ☐ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust *MM DD YYYY*	Share Percentage %
Country of Citizenship/Organization		Name of Trustees *if applicable*	

6. Signatures and Dates *Form cannot be processed without signatures and dates.*

Customer Identification Program Notice: To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners and control persons of legal entity customers, as applicable. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker-Dealer cannot obtain and verify this information. We or your Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC ("NFS") and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account owner/plan participant indicated on the account form and any authorized individuals; "Plan Administrator" refers to the authorized individual named in the Premiere Select Retirement Plan – Individual 401(k) Profit Sharing Plan Adoption Agreement and who is responsible for the administration of the plan; "Broker-Dealer" refers to the financial institution with which you opened your account.

By signing below, you:

- Hereby request to establish a Premiere Select Retirement Plan – Individual 401(k) Profit Sharing Plan account ("Individual 401(k) account" or "account"), for which Fidelity Management Trust Company ("FMTC") serves as directed Trustee, and NFS as the carrying Broker-Dealer to perform certain administrative services and act as agent of FMTC.
- Understand that the beneficiary of your account established with this Application will be your surviving spouse or, if none exists, your estate, unless you have completed the Beneficiary Designation section above or until a completed Beneficiary Designation form is received and accepted by NFS.
- Acknowledge that payment to beneficiaries will be made in accordance with plan rules, as described in the Premiere Select Retirement Plan Document and as otherwise described herein.
- Understand and acknowledge that there are fees associated with your account. The fees are more fully described in the Premiere Select Retirement Account Customer Agreement ("Customer Agreement").
- Affirm you have reviewed the fees with your Broker-Dealer and/or investment professional, and you have determined the fees are reasonable for the services provided to you in connection with your account.
- Understand that unless you provide written notice to the contrary, NFS and your Broker-Dealer may supply your name and other information (including your Social Security/tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Affirm that you are at least 18 years old and legally authorized to enter into this Agreement in the state in which you reside.
- Represent and warrant that you have disclosed to your Broker-Dealer your employer information and affiliation status.
- Understand that all communications with your Broker-Dealer and NFS may be monitored or recorded, and you consent to such monitoring or recording.
- Indemnify and hold harmless your Broker-Dealer, NFS, FMTC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any IRS requirements concerning your account.
- Certify that all information provided in this application is true, accurate, and complete.
- Represent that you have received and read the Customer Agreement and the Premiere Select Retirement Plan Document governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.
- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus for any mutual fund that you purchase or exchange into, including any mutual fund that you choose for your core account investment vehicle, and that you agree to future amendments to these terms.
- Agree that if you do not choose a core account investment vehicle for your account, you authorize your Broker-Dealer to select a default core account investment vehicle for you, and you shall hold your Broker-Dealer and us harmless for such default selection and any resulting consequences.
- If you are not a U.S. person, state that you are submitting IRS Form W-8BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

Understand this account is governed by a Pre-Dispute Arbitration Agreement, which appears on the last page of the Customer Agreement. You acknowledge receipt of the pre-dispute arbitration clause.

☐ Check this box if you are both the Account Owner and Plan Administrator. If you check this box, a single signature will be deemed as your consent as the Account Owner, and your approval as the Plan Administrator to the opening of this account.

Signature and Date are required.

Print Account Owner Name *First, M.I., Last*		Print Plan Administrator/Authorized Individual Name *First, M.I., Last*	
Account Owner Signature	Date *MM - DD - YYYY*	Plan Administrator/Authorized Individual Signature	Date *MM - DD - YYYY*
SIGN X	X	SIGN X	X

7. Spousal Consent

In this section, "you" refers to the spouse of the account owner.

By signing below, you consent to the designation of the primary beneficiaries listed above and understand that this allows these beneficiaries to be paid amounts otherwise payable to you.

Print Spouse's Name *First, M.I., Last*	
Spouse's Signature	Date *MM - DD - YYYY*
SIGN X	X

Statement of Notary Public *In this section, "You" and "you" refer to the Notary Public.*

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individual they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

State	County	Identification
Print Notary Name		Commission Expires *MM - DD - YYYY*
Notary Signature		Date *MM - DD - YYYY*
SIGN X		X

NOTARY SEAL / STAMP

For Broker-Dealer Use Only
Account accepted in accordance with firm policies.

Registered Rep. Name	Signature	Date *MM - DD - YYYY*

Principal Name	Signature	Date *MM - DD - YYYY*

Clear Form

Premiere Select®

Retirement Account Customer Agreement

To my Broker-Dealer ("You") and National Financial Services LLC ("NFS"), a Fidelity Investments company.

In this document, "NFS" includes its officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives as the context may require.

In consideration of You and NFS opening one or more brokerage accounts as part of my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, Premiere Select Roth IRA, Premiere Select IRA Beneficiary Distribution Account, Premiere Select Roth IRA Beneficiary Distribution Account, Premiere Select Retirement Plan, and/or Premiere Select Retirement Plan Beneficiary Distribution Account (each of which is referred to herein as "account" or "retirement account") on my behalf, I represent and agree as follows:

1. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Agreement with respect to the purchase or sale of securities in my account. To carry out Your duties, You are authorized to place and withdraw orders and take such other steps to carry out my directions.

2. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify NFS otherwise.

3. I understand that You have entered into an Agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions.

4. I understand that Fidelity Management Trust Company ("FMTC"), Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.

5. IRA for a Minor – If this is a Premiere Select Traditional, Roth, Rollover, or SEP-IRA or IRA BDA for a minor, I understand NFS will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) for which I act as UGMA/UTMA Custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor's IRA, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the UGMA/UTMA Custodian. I acknowledge agreement with the following additional terms and conditions:

- The minor has earned income to contribute to an IRA (excluding IRA BDAs).
- The maximum amount that may be contributed to the minor's IRA (excluding IRA BDAs) for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application,** the **Premiere Select Retirement Account Customer Agreement ("Customer Agreement"),** the **Premiere Select IRA Custodial Agreement and Disclosure Statement,** or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement,** as applicable.
- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement.
- The minor's IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. NFS and FMTC shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
- Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to You on this Application.

6. Although FMTC is a limited purposes trust company, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this retirement account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

7. Account Protection. Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000. The $500,000 total amount of SIPC protection is inclusive of up to $250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 202-371-8300.

8. Equity Dividend Reinvestment Service (the "Service") – Provision of Equity Dividend Reinvestment Plan. My enrollment in the Service will be activated on the day I notify You by telephone, or within 24 hours after receipt of my written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Agreement as well as any other agreements between us that apply to my brokerage account.

This service is subject to the terms and conditions set forth in this section, and I understand that my dividend reinvestment options might be different if I were to hold securities directly with certain types of issuers, such as mutual funds, instead of through my IRA.

I may direct You to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes You to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify You of my election on or before 9:00 p.m. Eastern Time (ET) on the dividend record date for such security. If the dividend record date falls on a nonbusiness day, then I must notify You on or before 9:00 p.m. ET one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

I understand that You reserve the right to terminate or amend the Service and reinvestment plan described in this section at any time, without notice, including instituting commissions or transaction fees.

Eligible Accounts. The Program is available to brokerage customers who maintain cash, margin, or retirement brokerage accounts.

Eligible Securities. To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) that is margin eligible (as defined by NFS). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order that has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify You of my desire to re-enroll the security for another five (5) consecutive business days.

If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Eligible Cash Distributions for Reinvestment. Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distributions. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account or any other account to make automatic reinvestment purchases.

Dividend Reinvestment Transactions in Eligible Securities. On the dividend payable date for each security participating in the Service, You will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Two (2) business days prior to the dividend payable date, NFS will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best-efforts basis. My account will be credited with the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased.

Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the date the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account investment vehicle ("core account"). *(See below for more information on my core account.)* If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give You will be applied to my whole shares and the partial shares will be liquidated at market price.

Partial Shares. Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

Confirmations and Monthly Statements. In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling You.

Continuing Effect of Authorization; Termination. I authorize You to purchase for my account shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give You notice to the contrary on or before 9 p.m. ET on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. ET at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to Your receipt of the notice. I may withdraw completely or selectively from the program. If I transfer my account, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

Optional Dividends. At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. I have the opportunity up until the applicable deadline to make an election to receive the payment of the issuer's choice. If I do not make an election prior to the deadline, my account will be assigned a default election based on the dividend reinvestment program instructions I established with respect to my account. This default election will be utilized in lieu of the issuer's default option being applied to my account.

Automatic Dividend Reinvestment Transactions through the Depository Trust Company. I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company's dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by NFS. I can obtain immediate information regarding DTC-eligible securities by telephoning You.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a DTC program-eligible security subsequently becomes DTC program-ineligible and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service. If a DTC program-ineligible security subsequently becomes DTC program-eligible and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details, including determination of any discount, are made available to You by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date, but before the DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

9. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to both my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. I understand that I cannot convert assets in my SIMPLE IRA to a Roth IRA until after the expiration of the two-year period, beginning on the date I first participated in a SIMPLE IRA Plan maintained by my employer.

10. If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.

11. If I am opening a Roth IRA or Roth IRA BDA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.

12. In the event that any securities in my account become non-transferable, NFS may remove them from my account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

- There are no known markets for these securities.
- NFS is unable to deliver certificates to me representing these positions.
- These transactions will not appear on Form 1099 or any other tax-reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in my account.
- Positions removed from my account will appear on my next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an account with NFS, I consent to the actions as described above, and I waive any claims against You or NFS arising out of such actions. I also understand that You do not provide tax advice concerning my account or any securities that may be the subject of removal from or reinstatement into my account and I agree to consult with my tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

13. In the event I become indebted to You or NFS in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried, or maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, including, but not limited to, assets held in a bank sweep product, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You or NFS and are held by NFS as security for the payment of any of my liability or indebtedness to You or NFS in any of the said brokerage accounts. You and NFS shall have the right to sell, assign, or transfer securities, withdraw any funds from a bank sweep product, and apply, as appropriate, or any other property so held by You or NFS, from or to any other of my brokerage accounts whenever in Your judgment You or NFS consider such a transfer necessary for Your protection in enforcing Your lien. You or NFS shall have the discretion to determine which securities and property are to be sold or withdrawn, and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system (the "Lottery Process"), in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS's allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided that my account is not subject to restriction under Regulation T or such withdrawal will not cause an under-margined condition.

14. All transactions are subject to the constitution, rules, regulations, customs, and usages of the exchange, market, or clearinghouse where executed, as well as to any applicable federal or state laws, rules, and regulations.

15. To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, its agents, affiliates, or its successors have reasonable grounds to believe the Document(s) has/have been altered.

16. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived. No provision of this Agreement can be amended or waived, except by an authorized representative of NFS.

17. I understand that sufficient funds must be in my account by the settlement date of any order I place, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.

NFS may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS ("Activity Assessment Fees"). I acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees may differ from or exceed the regulatory transaction or activity fees in connection with my transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. I acknowledge that NFS has made no representation that Activity Assessment Fees assessed to my account will equal the regulatory transaction fees assessed against NFS in respect of or resulting from my transactions.

18. I understand I could lose money by investing in a money market fund. Although the fund seeks to preserve the value of my investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and I should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of my shares, nor temporarily suspend my ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

19. I understand that my account includes a core account that is used for settling transactions and holding credit balances. Amounts credited to my core account will be invested in the core account investment vehicle I indicate on my account application. I understand that if I do not select a core account investment vehicle, or I am or become a non-U.S. customer who then returns to the U.S., I authorize my Broker-Dealer or NFS to use the default option as the core account investment vehicle. This will either be a specific money market fund, in which event my Broker-Dealer will provide the prospectus for that fund, or a bank sweep product, in which event my Broker-Dealer will provide a disclosure document describing that product in detail. If I am or become a non-U.S. customer, the core will be a money market fund that is eligible for purchase by non-U.S. customers or my uninvested cash will remain in a free credit balance. Different core accounts may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. I understand that if I do not select a core account, my Broker-Dealer may not consider these differences when selecting a default core account for me.

20. I understand that if I (or in the event I do not, You) choose a Bank Deposit Sweep Program ("BDSP") as my core account investment vehicle, cash balances in my Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep

Program (each, a "Bank") as more fully described in the Disclosure Document. My cash balances held at each Bank will be eligible for FDIC insurance up to $250,000 (principal plus accrued interest) per depositor in each insurable capacity per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits I may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to $250,000 as described above. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which my money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

NFS will implement the following changes to its BDSP: Cash Balances that cannot be placed at a Program Bank, including Excess Deposit Banks, due to capacity limits or in NFS' sole discretion, an imminent lack of capacity, shall be swept to a Money Market Mutual Fund Overflow as described herein. In the event that I have funds swept to a Money Market Mutual Fund Overflow, it will have a material impact on my insurance coverage, how interest is calculated and how funds are placed and withdrawn.

I understand that You and NFS will not monitor the amount of my bank sweep balance to determine whether it exceeds the limit of available FDIC insurance. I understand that I am responsible for monitoring the total amount of my assets on deposit with the Bank (including accounts at the bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to me on those deposits, including my bank sweep balance held at the Bank. If I am a trustee, I understand that I am responsible for determining the application of FDIC insurance for myself and my beneficiaries.

21. I have received and read the appropriate prospectus or disclosure document for the core account designated in the attached retirement account application(s). I understand that my account statement details all activity in the core account. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand if I have a money market fund for my core account, all core credits will be automatically swept into that fund. All investments must meet the fund's investment minimums. Money in my core account money market fund earns dividends, as described in the applicable fund's prospectus. If in the future, I have a different money market fund for my core account, these provisions will still apply. I further understand that if I chose a money market fund as my core account, some or all of the funds' distribution and service plans, as allowed under SEC Rule 12b-1, permit the funds to pay fees to broker-dealers with respect to the distribution of the funds' shares, and that You or NFS may receive such a fee as a result. I understand that You may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to You from assets in my account.

If I have selected a bank sweep product as my core account, my core account credits (which are considered cash balances awaiting reinvestment) will be moved each day to the bank sweep. The rate of any interest paid is determined by the Bank(s) and/or my Broker-Dealer, as indicated in the applicable disclosure document, and may change at any time without notice to me. I understand that if I want to learn more, I may speak with an investment representative.

Indicating no choice is my authorization for my Broker-Dealer to use its default option as the core account. This will either be a specific money market fund in which event my Broker-Dealer has provided the prospectus for that fund, or a bank sweep product in which event my Broker-Dealer has provided a disclosure document describing that product in detail.

I further understand that my Broker-Dealer and NFS may receive compensation with respect to amounts invested in my core account and that I should review the appropriate prospectus or disclosure document for additional information. I have been provided a description of these fees and represent that these fees are reasonable in light of the services provided.

If the core account designated in my retirement account becomes unavailable, or if my core account is a money market fund that imposes a fee or gate, my Broker-Dealer may select an alternative core account in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. In this event, I understand and agree that any or all credit balances in my account will be placed into the alternative core account. I understand that my Broker-Dealer may change the products available as core account options.

By signing the Account Application, I represent that I have read this Customer Agreement and understand, authorize and consent to my Broker-Dealer changing my core account, if it becomes unavailable due to circumstances beyond the control of my Broker-Dealer, to another money market fund or bank sweep product, if available, in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. I agree to hold NFS, my Broker-Dealer and/or their agents harmless for any actions taken in connection with or resulting from changing my core account, including but not limited to any changes in the rate of return offered by the alternative core account.

22. Money Market Mutual Fund Overflow

Certain events will result in the sweeping of Cash Balances into a money market mutual fund instead of Program Banks- this feature is called the Money Market Mutual Fund Overflow ("MMKT Overflow"). The events for sweeping of funds into the MMKT Overflow may include:

If the Program does not have sufficient deposit capacity to accept new or maintain existing deposits, any balance that cannot be placed or maintained at a Program Bank(s), including Excess Deposit Banks, will then be swept into the MMKT Overflow.

The enhanced sweep process between your Account, the Program Deposit Account and the MMKT Overflow is referred to together as the "Program" and may also be included in the definition of your "Core Account Investment Vehicle". The Fidelity Government Money Market: "S" Class fund is the money market mutual fund that will be utilized for the MMKT Overflow (the "MMKT Overflow Fund").

Summary: Balances will sweep into the Program Banks as described above in the "How the Program Works" section. If, however, the Program Banks are unwilling or unable to accept funds, these funds will be swept to the "MMKT Overflow" rather than the Program Banks.

My Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in my Account. However, in the event I have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks.

Debits in my Account associated with certain actual or anticipated transactions to generate a debit in my Account during the business day will first be settled using proceeds from the redemption of any shares of the MMKT Overflow Fund first, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the MMKT Overflow Fund first, then the withdrawal of Program Deposits that are swept out on the next business day.

In the event that additional capacity becomes available at the Program Banks, any cash balances in the MMKT Overflow Fund will remain and will not automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the MMKT Overflow.

Rate of Return for Cash Balances Held in the MMKT Overflow: In the event there is a Cash Balance held in the MMKT Overflow, the rate of return for a money market fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the "7-day yield" and may change at any time based on the performance of the investments held by the money market fund. The effective yield on a money market fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market mutual fund consist primarily of dividends. A money market mutual fund normally declares dividends daily and pays them monthly. Funds held in the MMKT Overflow begin earning the dividend accruals on the day they are received by the MMKT Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the MMKT Overflow Fund, see the fund's prospectus.

Statements: The statement for your Account will (i) indicate your balance in your core account including your Program Deposit balance at each Program Bank and MMKT Overflow (if applicable) as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect the rate of return for the MMKT Overflow, if applicable. This information is provided in lieu of separate confirmations.

Insurance: If funds are swept from a Program Deposit Account into the MMKT Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described in the section titled "FDIC Insurance Coverage/SIPC Protection" above. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund 's prospectus, which will be made available to you when applicable.

Rebalance Event: From time to time, and as part of the management of the Program, if additional deposit capacity becomes available, NFS, in collaboration with your Broker-Dealer may periodically sweep funds out of the MMKT Overflow and back to Banks on your Program Bank List to be held as a Program Deposit (a "Rebalance Event"). You will be notified in advance of any MMKT Overflow fund Rebalance Event. Notice will be provided to you in writing. In addition, the notice will inform you of approximately when such Rebalance Event will be implemented. Continued use of your Account and/or the Program after notice of a Rebalance Event will constitute your consent to such an event and the changes described therein.

The MMKT Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company ("FMR Co."). FMR Co. will receive management and other fees for assets held in the MMKT Overflow Fund, as more fully described in the fund's prospectus.

23. I understand that NFS and FMTC reserve the right not to accept assets in my account until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC, as indicated by a letter of acceptance. I agree to indemnify and hold NFS and FMTC (and their affiliates, successors, and employees) harmless from any loss or liability that they or I may incur as a result of assets in my account not being accepted until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.

24. I hereby acknowledge that there are fees associated with my retirement account. I understand that there is a $35 NFS Annual Maintenance Fee that may be paid separately (if consented to by NFS) or collected from my retirement account. I understand that there is a $125 NFS Liquidation/Termination fee that will be collected directly from my retirement account when I liquidate or terminate my retirement account. I understand and hereby acknowledge that NFS may change the fees from time to time. I will contact my Broker-Dealer for further fee information.

If the annual fee amount is deducted from my core account, I must ensure that sufficient funds are available; if my core account has insufficient funds to cover the fee amount owed, my account may receive an unpaid fee posting; if an unpaid fee posting exists in my core account, and if I contribute to my IRA, part or all of the contribution will be applied to the unpaid fee posting, however, the full contribution amount will still be reported to the IRS (as applicable); my Broker-Dealer may sell any or all of my IRA assets to satisfy the IRA annual maintenance fee and any associated expenses such as brokerage commissions and/or liquidation charges; if I have an automatic periodic distribution scheduled for November and/or December, I must have an adequate balance in my core account to fund both the distribution amount and the IRA annual maintenance fee, otherwise the distribution may not be processed, and I may not meet minimum distribution annual requirements, if applicable.

I understand that FMTC may be required to file IRS Form 990-T on my behalf in order to report Unrelated Business Taxable Income (UBTI) of $1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in my retirement account. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. I understand that in accordance with the Fees section of the applicable Custodial Agreement and Disclosure Statement, if a Form 990-T filing is required a $75 IRS 990-T UBTI Tax Return Filing fee will be paid from the core account of this retirement account.

If my retirement account is enrolled (or subsequently becomes enrolled) in a managed account program with my Broker-Dealer, I authorize NFS to deduct from my retirement account fees for financial advisory services rendered to me by my Broker, Financial Advisor, or Investment Professional (herein, "Investment Professional") in connection with my retirement account, as described in the applicable Custodial Agreement and Disclosure Statement. I represent that I have reviewed the financial advisory fees with my Investment Professional. I understand that the determination of whether any financial advisory fees paid to my Broker-Dealer and/or Investment Professional are reasonable for the services provided to me by my Broker-Dealer and/or Investment Professional is my sole responsibility, and that NFS and FMTC are not parties to any written agreements I may have entered into with my Broker-Dealer and Investment Professional which allows for financial advisory fees to be charged by my Investment Professional. I acknowledge and agree that neither NFS nor FMTC will incur any liability for the payment of financial advisory fees to my Investment Professional, and I authorize NFS to accept instructions from my Broker-Dealer or Investment Professional as to the amount and timing of the payment of financial advisory fees and to debit my account to pay such fees to my Investment Professional on my behalf. I understand my Broker-Dealer may charge fees in addition to or in lieu of those described herein, and that it is my obligation to ensure I comply with the IRA contribution, distribution, and prohibited transactions rules.

I understand that the financial advisory fees will be paid from the core account of my retirement account as described in this Customer Agreement. I understand this authorization will remain in effect until it is terminated by me, my Broker-Dealer or by NFS (or its agents, affiliates, or successors) in writing. I acknowledge and agree such termination shall not affect any obligation or liability arising prior to termination. **NFS shall be entitled to rely conclusively upon any financial advisory fee instruction or direction received by my Broker-Dealer or Investment Professional and NFS and FMTC shall be indemnified for any action or inaction with respect to honoring such instructions or directions.**

Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section 2 below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account.

These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

(2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.

(3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

25. I understand that if I am re-registering a limited partnership, I may be charged a re-registration fee, up to the maximum of $200, to change my registration to NFS.

26. Neither You nor NFS shall be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond Your control, including, but

not limited to, extreme market volatility or trading volumes. Neither You nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of the issuer.

27. Credits to My Account

During normal business hours ("Intra-day"), activity in my account, such as deposits and the receipt of settlement proceeds, are credited to my account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

Activity in your account, such as deposits and the receipt of settlement proceeds, may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance").

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to me on demand by NFS. Subject to applicable law, NFS may use these free credit balances in connection with its business. NFS may, but is not required to, pay me interest on free credit balances held in my account overnight—provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by NFS, which may change from time to time at NFS's sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of my account statement. Interest is calculated on a periodic basis and credited to my account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to my account. However, the money may not be available to use until up to four (4) business days later, and NFS may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from my account, and I am responsible for returning any interest I received on it. Note that NFS only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank).

In addition, if NFS has reason to believe that assets were incorrectly credited to my account, NFS may restrict such assets and/or return such assets to the account from which they were transferred.

If I Utilize a Fidelity Money Market Fund as My Core Position or if I Have a Balance in the MMKT Overflow Fund

If I utilize a Fidelity money market fund as my core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into my core account and invested in my core position at the market close.

There will be an additional automatic sweep into my core account early in the morning prior to the start of business on each business day that will also be invested in my core position at that time. This will include my After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

I understand these sweep procedures for my MMKT Overflow Fund may cease if Program Bank capacity becomes available and deposits sweep to Program Banks.

If I Utilize the BDSP as My Core Position

If I utilize the BDSP as my core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS's nightly processing cycle are automatically swept into my core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in my Account as Program Deposits (as defined below) in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into my core account early in the morning prior to the start of business on each business day that will also be invested in my core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as my Cash Balance. In the morning of the business day of the Morning Bank Sweep, my Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as my Program Deposits, and Program Deposits are eligible for FDIC insurance. My Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent.

I understand Evening Bank Sweep and Morning Bank Sweep may be a substituted with similar sweeps to the MMKT Overflow Fund in the event there is a lack of capacity at Program Banks. I understand this is further explained in Section 22.

If I Utilize the Interest-Bearing Option (FCASH) as My Core Position

If I utilize FCASH as my core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS's nightly processing cycle is automatically swept into my core account as part of that nightly cycle and held in the interest-bearing option.

Debits to My Account

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders, or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, I am responsible for satisfying all debits in my account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that NFS incurs collecting the debit. I am responsible for ensuring that checks issued to me representing distributions from my account are promptly presented for payment. If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct NFS, in its sole discretion, to cancel the check and return the underlying proceeds to me by depositing the proceeds into my account.

To help ensure the proper discharge of debits, it is NFS's policy to do the following when settling debits against my account.

During normal business hours, activity in your account, such as wire disbursements and bill payments, are debited from my account.

If I Utilize a Fidelity Money Market Fund as My Core Position

If I utilize a Fidelity money market fund as my core position and there are debits in my account generated by account activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating), these debits will be settled at the market close using the following sources, in this order:

1. any Intra-day Free Credit Balances
2. proceeds from the sale of my core position at the market close
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
4. if I have a margin account, any margin surplus available, which will increase your margin balance

There will be an additional sweep early in the morning prior to the start of business on each business day, and certain unsettled debits in my account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in my account during

the business day will be settled using redemption proceeds from the sale of my core position early in the morning prior to the start of business.

If I Utilize the Bank Sweep as My Core Position

If I utilize the Bank Sweep as my core position and there are debits in my account generated by account activity occurring prior to NFS's nightly processing cycle these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances
2. proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
4. if I have a margin account, any margin surplus available, which will increase my margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in my account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in my account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

I understand that if I utilize the Bank Sweep as my core position and in the event I have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks. I understand Section 22 covers this in greater detail.

If I Utilize the Interest-Bearing Option ("FCASH") as My Core Position

If I utilize the Interest-Bearing option as my core position and there are debits in my account generated by account activity occurring prior to NFS's nightly processing cycle, these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances
2. funds held in FCASH
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
4. if I have a margin account, any margin surplus available, which will increase my margin balance

In addition to the foregoing, we may turn to the following sources:

- redemption proceeds from the sale of any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which I authorize us to sell for this purpose when I sign the application)
- any securities in any other account at NFS in which I have an interest

I will contact my Broker-Dealer if I want information about additional options for handling debits in my account if I utilize FCASH as my core position. In the event that my account does not contain sufficient cash, NFS and my Broker-Dealer may liquidate securities to satisfy a court order, levy, or any other legal process payment.

In the event I hold a money market fund in my account that is held outside of my core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collective balance in my account will be reduced by the amount of the value of the impacted money market fund. Payment of debit items from my account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

I acknowledge that if a money market fund held in my account imposes a liquidity fee or redemption gate, the money market fund may not provide NFS with much, if any, advance notice of such liquidity fee or redemption gate. As a result, I may not be notified of such liquidity fee or redemption gate when I submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), my trade will be subject to such liquidity fee or redemption gate, and it may be applied to my trade retroactively.

Texas Residents only: In accordance with Texas House Bill 1454, I, as an account owner, may designate a representative for the purpose of receiving a due diligence notice. If I add a designated representative, NFS is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to me, the account owner.

28. The reasonable costs of collection of any unpaid deficiency in my retirement account, including attorneys' fees incurred by You or NFS, shall be reimbursed by me to You or NFS.

29. Customer Identification Program Notice: To help the government fight financial crimes, Federal regulation requires my Broker-Dealer and NFS to obtain my name, date of birth, address, and a government-issued ID number before opening my account, and to verify the information. In certain circumstances, I understand you may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires you to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. My account may be restricted or closed if NFS or my Broker-Dealer cannot obtain and verify this information. NFS or my Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed.

NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS's attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.

Any information I provide to You may be shared by You and/or NFS with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Your applicable privacy policy and the National Financial Services LLC Privacy Policy. Any information I give to You may be subject to verification, and I authorize You and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You and/or NFS also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

30. I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You, and as otherwise described herein.

31. I understand that I am deemed to have received a copy of the Premiere Select Traditional IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my retirement account by or on behalf of the Custodian, as evidenced by notification.

32. I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the re-sale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (the "Securities Act") and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify You of the status of such securities and to ensure that any transaction I effect with You will be in conformity with such laws and regulations. I will notify You if I am or become an "affiliate" or "control person" within the meaning of the Securities act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as You may require.

In order to induce You to accept orders with respect to the securities in my account, I represent and agree that, unless I notify You otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to You that the securities are restricted.

I understand that if I engage in transactions that are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy, and I agree to comply with such policy.

33. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all retirement accounts which I may open or reopen; shall inure to the benefit of the successors of FMTC, NFS, or You, and assigns, whether by merger, consolidation or otherwise; and NFS may transfer my account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

34. As applicable, I understand and/or represent that:

- NFS has the authority to accept orders and other instructions relative to the trust account identified herein from those individuals listed on the application. The trustee(s) may execute any documents on behalf of the trust that You or NFS may require. By signing this form, the trustee(s) hereby certify(ies) that You or NFS are authorized to follow the instructions of any trustee and to deliver funds, securities, or any other assets in the NFS account to any trustee or on any trustee's instructions, including delivering assets to a trustee personally. NFS, in its sole discretion and for its sole protection, may require the written consent of any or all trustees prior to acting upon the instructions of any trustee.
- There are no other trustee(s) of the trust other than those listed on the Application or identified on a separate piece of paper attached to this Application and as listed on the Trustee Certification of Investment Powers form included with this Application.
- Should only one person execute this agreement, it shall be a representation that the signer is the sole trustee. Where applicable, plural references in this certification shall be deemed singular.
- We, the trustees, have the power under the trust and applicable law to enter into the transactions and issue the instructions that we make in this account. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.
- To the extent that the employer-sponsored plan assets inherited by a trust are being directly rolled to an IRA BDA, as trustee for the above-referenced trust, I hereby certify that the trust is a qualifying non-spouse beneficiary for purposes of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll over assets to an IRA BDA.
- We, the trustees, jointly and severally, indemnify You and NFS and hold You and NFS harmless from any claim, loss, expense, or other liability for effecting any transactions, and acting upon any instructions given by the trustees. We, the trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the trust.
- We, the trustees, agree to inform You in writing of any change in the composition of the trustees, or any other event that could alter the certifications made above.
- We, the trustees, agree that any information we give to NFS on this account will be subject to verification, and we authorize You and/or NFS to obtain a credit report about me (any of us) individually at any time. Upon written request, You or NFS will provide the name and address of the credit reporting agency used.

35. Choice of Marketplace. When securities may be traded in more than one marketplace, NFS may use its discretion in selecting the market in which to place my order.

36. Receipt of Communications. Communication by mail, messenger, telegraph, electronic mail or electronic record, or otherwise, sent to me at the address of record listed on the Application or any other address I may give You in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity or instead of receiving these documents through the mail I may, if the service is offered by my Broker-Dealer, choose to receive electronic notification that statements and trade confirmations are available for online viewing. There is no fee for this option, and I may switch to or from it at any time. For more information, I understand that I should speak with my investment representative. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify You of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days, respectively, after transmitted to me.

If, through any error, I have received property that is not rightfully mine, I agree to notify us and to immediately return the property and any earnings it may have yielded.

If we identify an error in connection with property I have received from or through us or an affiliate and determine it is not rightfully mine, I agree that we may take action to correct the error, which may include returning such property to the rightful owner.

37. Purchase of Precious Metals. I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct You or NFS to purchase eligible gold, silver and platinum coins for me, I understand the following: a) The SIPC does not provide protection for precious metals. However, metals stored through NFS are insured by the depository at market value. b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore, an advantageous purchase or liquidation cannot be guaranteed. c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

38. Termination of Retirement Account. This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA Custodial Agreement, Premiere Select Roth IRA Custodial Agreement, or Premiere Select Retirement Plan and Trust Agreement, as applicable. My final instructions on record with NFS will be applied to any residuals or interest accruals after termination of my account.

My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law. If my account is a retirement account, such a transfer may be treated as a distribution from the account to me per applicable tax requirements. NFS may liquidate securities if I do not have sufficient cash to meet any tax withholding obligations.

NOTICE TO CUSTOMER

39. Payment for Order Flow

If You transmit orders (including those generated by reinvested dividends) through NFS, NFS in turn will send my orders to various exchanges or market centers based on a number of factors. Such factors include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. You will furnish payment for order flow and routing policies to me on an annual basis.

You and NFS receive remuneration, compensation, or other consideration for directing customer orders for equity securities to particular Broker-Dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments, or reciprocal business.

Note: Trades placed through telephone, electronic or on-line trading systems cannot specify a particular market center for execution.

40. Investment Objective Descriptions

The typical investments listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, neither You nor NFS can ensure that any investment will achieve my intended objective. I acknowledge that I must make my own investment decisions and determine for myself if the investments I select are appropriate and consistent with my investment objectives.

I acknowledge and agree that neither You nor NFS assume any responsibility to me for determining if the investments I selected are suitable for me.

Preservation of Capital. An investment objective of Preservation of Capital indicates that I seek to maintain the principal value of my investments and I am interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high-quality, short-term fixed-income products.

Income. An investment objective of Income indicates that I seek to generate income from investments and I am interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short- and medium-term fixed-income products, short-term bond funds, and covered call options.

Capital Appreciation. An investment objective of Capital Appreciation indicates that I seek to grow the principal value of my investments over time and I am willing to invest in securities that have historically demonstrated a moderate to above-average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower-quality, medium-term fixed income products, equity mutual funds, and index funds.

Speculation. An investment objective of Speculation indicates that I seek a significant increase in the principal value of my investments and I am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower-quality, long-term fixed-income products, initial public offerings, volatile or low-priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes,* and the use of short-term or day trading strategies.

Trading Profits. An investment objective of Trading Profits indicates that I seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low-priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes.* This is a high-risk strategy.

Growth and Income. An investment objective of Growth and Income indicates that I seek a mix of growing principal value and generating income from investments and I am willing to invest in securities with moderate historical risk of loss of principal while having the potential to pay income. Some examples of typical investments might include common stocks, medium-term fixed-income investments and growth and income mutual funds.

*** Retirement accounts may not be approved for margin trading privileges. Margin is required to sell covered puts and uncovered puts and call options, conduct spreads, and to write straddles and combinations on equities or indexes.**

41. FINRA Rule 4311

FINRA Rule 4311 requires that You and NFS identify the various functions that You and NFS each agree to perform regarding the administration of my brokerage account. The following is a summary of the allocation services performed by You and NFS. A more complete description is available upon request.

As my Broker-Dealer, You are responsible for (1) obtaining and verifying account information and documentation, (2) opening, approving, and monitoring my brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to my brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to my margin account (if applicable), and (6) maintaining the required books and records for the services it performs.

NFS shall perform the following tasks at Your direction: (1) execute, clear and settle transactions processed through NFS by You, (2) prepare and send transaction confirmations and periodic statements of my retirement account (unless You have undertaken to do so). Certain pricing and other information may be provided by You or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on my behalf, (4) follow Your instructions with respect to transactions and the receipt and delivery of funds and securities for my account, and (5) extend margin credit for purchasing or carrying securities on margin, if applicable. You are responsible for ensuring that my account is in compliance with federal, industry, and NFS margin rules and for advising me of margin requirements. NFS shall maintain the required books and records for the services it performs.

Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

E. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me, You and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, You and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify You in writing of my designation within five (5) days after such failure or after I receive from You a written demand for arbitration, then I authorize You and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Defined Contribution Retirement Plan
Basic Plan Document No. 04

Article 1. Introduction

This Pre-Approved Plan consists of two parts: (1) an Adoption Agreement that is a separate document incorporated by reference into this Basic Plan Document; and (2) this Basic Plan Document. Each part of the Pre-Approved Plan contains substantive provisions that are integral to the operation of the plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The Basic Plan Document describes the standard provisions elected in the Adoption Agreement. In addition to the pre-approved provisions, the Plan includes a separate trust agreement that describes the powers and duties of the Trustee with respect to Plan assets. The Trust Agreement is incorporated into the Plan by reference.

The purpose of the Plan is to create a retirement fund intended to help provide for the future security of the Participants and their Beneficiaries. The Pre-Approved Plan is intended to qualify under Code section 401(a). Depending upon the Adoption Agreement completed by an adopting Employer, the Pre-Approved Plan may be used to implement either (i) a money purchase pension plan or (ii) a profit sharing plan with or without a cash or deferred arrangement intended to qualify under Code section 401(k).

Article 2. Definitions

As used in the Plan the following terms shall have the meanings set forth below:

2.1. Account or Accounts. "Account" or "Accounts" means an account established for the purpose of recording any contributions made on behalf of a Participant and any income, expenses, gains, or losses incurred thereon. The Plan Administrator shall establish and maintain sub-accounts within a Participant's Account as necessary to depict accurately a Participant's interest under the Plan. The Plan Administrator shall also establish and maintain such other accounts and/or sub-accounts and records as it decides in its discretion to be reasonably required or appropriate in order to discharge its duties under the Plan.

2.2. Adoption Agreement. "Adoption Agreement" means the instrument, completed and executed by the Employer and accepted by the Trustee, in which the Employer adopts the Plan and selects its options under the Plan. The Adoption Agreement may be amended by the Employer from time to time, subject to Articles 10.2 and 10.3 of the Plan.

2.3. Affiliated Employer. "Affiliated Employer" means the Employer and any trade or business, whether or not incorporated, which is any of the following:

(a) a member of a group of controlled corporations (within the meaning of Code section 414(b)) which includes the Employer; or

(b) a trade or business under common control (within the meaning of Code section 414(c)) with the Employer; or

(c) a member of an affiliated service group (within the meaning of Code section 414(m)) which includes the Employer; or

(d) an entity otherwise required to be aggregated with the Employer pursuant to Code section 414(o).

In determining service for eligibility to participate in the Plan, all employees of Affiliated Employers will be treated as employed by a single employer.

2.4. Alternate Payee. "Alternate Payee" means the Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive some or all of the benefits payable under the Plan with respect to such Participant.

2.5. Annuity Starting Date. "Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form.

2.6. Basic Plan Document. "Basic Plan Document" means this pre-approved plan document, qualified with the Internal Revenue Service as Basic Plan Document No. 04.

2.7. Beneficiary. "Beneficiary" means the person or entity (including a trust or an estate, in which case the term may mean the trustee or personal representative acting in his or her fiduciary capacity) designated as such by the Participant under Article 7.4 to receive a Participant's Account upon the Participant's death, subject to the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder.

2.8. Break in Service. "Break in Service" means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, during which he is not credited with more than 500 Hours of Service. Solely for the purpose of determining whether a Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the 12 month period (as described above) 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 12 month period (as described above).

2.9. Business. "Business" means the trade or business of any Employer, the legal form of which may be a corporation, a government entity, a limited liability company, a limited liability partnership, a partnership, an unincorporated sole proprietorship, a professional service corporation, a Subchapter S corporation, a tax-exempt organization, or other unincorporated business.

2.10. Catch-Up Contribution. "Catch-Up Contribution" means an Elective Contribution described in Article 4.7.

2.11. Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Reference to a section of the Code shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.12. Compensation.

(a) For an Employee who is not a Self-Employed Individual, "Compensation" means, subject to the limits of this Article 2.13, wages, tips and other compensation paid by the Employer and reportable on Internal Revenue Service Form W-2, excluding deferred compensation, but increased by amounts withheld under a salary reduction agreement in connection with a cash or deferred plan under Code section 401(k), a SIMPLE retirement account under Code section 408(p), a simplified employee pension under Code section 408(k), or a tax-deferred annuity under Code section 403(b), and any amount which is contributed by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code section 125 (cafeteria plans), Code section 132(f)(4) (qualified transportation fringe benefit programs), or Code section 457 (deferred compensation plans of tax exempt organizations). Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

(b) For an Employee who is a Self-Employed Individual, "Compensation" means the net earnings from self-employment derived by a Self-Employed Individual from the Business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor, excluding items not included in gross income and the deductions allocated to such items; and reduced by (1) contributions by the Employer to qualified plans, to the extent deductible under Code section 404, and (2) any deduction allowed to the Employer under Code section 164(f).

(c) A Participant's Compensation for a Plan Year is subject to the limits set forth below:

(1) For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account for determining all contributions provided under the Plan for any Plan Year shall not

exceed $200,000 as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning in that calendar year.

(2) If a Plan Year consists of fewer than 12 months (a "short Plan Year"), the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is 12.

(3) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer contributions shall not include Compensation prior to the date the Employee's participation in the Plan commenced. Any such election in an Adoption Agreement shall not apply for purposes of applying the provisions of Article 13.2.

(4) Effective for all Differential Wages paid after December 31, 2008, Compensation includes Differential Wages. However, for the purposes of determining the amount or allocation of contributions under Article 4 of the Plan, Differential Wages paid after December 31, 2008 are not included in Compensation.

If the Plan is adopted as an amendment to an existing plan, the definition in this Article 2.13 is effective as of the first day of the Plan Year in which the Plan is adopted.

2.13. Computation Period. "Computation Period" means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, except that in the case of an Employee who returns to service with the Employer after having incurred a Break in Service, the 12 month period shall commence on the date on which he first performs an Hour of Service after the Break in Service, and each anniversary thereof.

2.14. Designated Roth Contributions. "Designated Roth Contributions" means a Participant's Elective Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her contribution election.

2.15. Differential Wages. "Differential Wages" means wages paid to an Employee by the Employer with regard to military service meeting the definition of differential wage payment found in Code section 3401(h)(2).

2.16. Disability. "Disability" means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or 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. Disability shall be determined by a licensed physician selected by the Participant.

2.17. DOL Regulations. "DOL Regulation" means a regulation promulgated under ERISA by the U.S. Department of Labor.

2.18. Effective Date. "Effective Date" means the date specified in the Adoption Agreement. However, the effective date of any Plan provision resulting from a change in law or applicable guidance will be effective as of the date required by such law or guidance, even if such date is earlier than the Effective Date.

2.19. Elective Contribution. "Elective Contribution" means any Employer contribution made to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement or other contribution mechanism. For purposes of Article 12, with respect to any taxable year, a Participant's Elective Contributions are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code section 401(k), any salary reduction simplified employee pension as described in Code section 408(k)(6), any eligible deferred compensation plan under Code section 457, any plan as described under Code section 501(c)(18), any employer contribution made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement, and any employer contribution under Code section 408(p)(2)(A)(i). The term "Elective Contribution" includes Pre-Tax Elective Contributions and Designated Roth Contributions. "Elective Contributions" shall not include any amounts properly distributed as Excess Amounts.

2.20. Employee. "Employee" means (a) a common law employee of an Affiliated Employer; (b) in the case of an Affiliated Employer which is a sole proprietorship, the sole proprietor thereof; (c) in the case of an Affiliated Employer which is a partnership, any partner thereof; and (d) any individual treated as an employee of an Affiliated Employer under the "leased employee" rules in Article 11.8 of the Plan. The term "Employee" shall include a Self-Employed Individual and an Owner-Employee, but for purposes of participation in accordance with Article 3.1 shall exclude (1) any individual who is a nonresident alien receiving no earned income from an Affiliated Employer which constitutes income from sources within the United States, (2) any individual included in a unit of employees covered by a collective bargaining agreement as to which retirement benefits were the subject of good faith bargaining, and (3) any individual who is a resident of Puerto Rico.

2.21. Employee Nondeductible Contribution. "Employee Nondeductible Contribution" means a nondeductible contribution made by an Employee to the Plan under provisions of the Plan that are no longer in effect. Employee Nondeductible Contributions are not permitted to be made to the Plan after the later of (i) the first day of the first Plan Year beginning after December 31, 1986 or (ii) the date the Plan was restated onto this Pre-Approved Plan (or any predecessor prototype plan maintained by the Provider).

2.22. Employer. "Employer" means the Employer named in the Adoption Agreement, and any successor thereto.

2.23. ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder. Reference to a section of ERISA shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.24. Highly Compensated Employee. "Highly Compensated Employee" means any Employee who performs service for the Employer during the "determination year" and who (1) at any time during the "determination year" or the "look-back year" was a five percent owner (as defined in Code section 414(q)) or (2) received Compensation from the Employer during a "look-back year" in excess of $80,000 (as adjusted pursuant to Code section 415(d)). For this purpose, the "determination year" shall be the Plan Year. The "look-back year" shall be the twelve-month period immediately preceding the "determination year." A highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that "determination year."

2.25. Hour of Service. "Hour of Service" means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Affiliated Employer. These hours shall be credited to the Employee for the Computation Period or Periods in which the duties are performed.

(b) Each hour for which an Employee is paid, or entitled to payment, by an Affiliated 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), jury duty, military duty, layoff, or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited under this paragraph (b) to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Computation Period). Hours under this paragraph shall be calculated and credited pursuant to DOL Regulation 2530.200b-2, which is incorporated herein by this reference.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Affiliated Employer; provided, however, that the same Hours of Service shall not be credited under both paragraph (a) or (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the Computation Period or Periods to which the award or payment pertains, rather than the Computation Period in which the award, agreement, or payment is made.

Hours of Service shall be credited to leased employees in accordance with Article 11.8. If the Employer maintains the plan of a predecessor employer, Hours of Service shall be credited for service with such predecessor employer. 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 shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (i) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, in the following Computation Period.

2.26. Money Purchase Employer Contribution. "Money Purchase Employer Contribution" means any contribution made to the Plan in accordance with Article 4.4.

2.27. Nonelective Employer Contribution. "Nonelective Employer Contribution" means any contribution made to the Plan in accordance with Article 4.3.

2.28. Non-Highly Compensated Employee. "Non-Highly Compensated Employee" means any Employee who is not a Highly Compensated Employee.

2.29. Normal Retirement Age. "Normal Retirement Age" means the age specified in the Adoption Agreement; provided, however that if the Adoption Agreement provides that the Plan is a money purchase plan, and the age specified is earlier than age 62, the Employer represents that the age specified as the Normal Retirement Age is reasonably representative of the typical retirement age for the industry in which the Employees perform services.

2.30. Owner-Employee. "Owner-Employee" means the sole proprietor, if the Employer is a sole proprietorship, or a partner who owns more than 10 percent of either the capital interest or the profits interest, if the Employer is a partnership.

2.31. Participant. "Participant" means an Employee who has met the requirements of Article 3.1 or Article 3.2.

2.32. Plan. "Plan" means the plan established by the Employer in the form of this Pre-Approved Plan, as provided herein and in the Adoption Agreement executed by the Employer, together with any and all amendments hereto.

2.33. Plan Administrator. "Plan Administrator" means the person(s) or entity named to administer the Plan (as set forth in Article 11.2) on behalf of the Employer, including any successor plan administrator, as specified in the Adoption Agreement or in another form and manner acceptable to the Trustee. The Plan Administrator is a "named fiduciary" for purposes of ERISA section 402(a)(1) and has the powers and responsibilities with respect to the management and operation of the Plan described herein. If the Plan Administrator resigns, dies or is otherwise unable or unwilling to act as Plan Administrator, the successor plan administrator shall assume the duties of Plan Administrator and shall be responsible for administering and terminating the Plan, as applicable.

2.34. Plan Year. "Plan Year" means the period of 12 consecutive months designated by the Employer in the Adoption Agreement, except that in the case of initial adoption of or termination of the Plan, or in the case of a change in Plan Year, a period of less than 12 consecutive months may be designated as the Plan Year.

2.35. Pre-Approved Plan. "Pre-Approved Plan" means the form of this Basic Plan Document and the associated Adoption Agreements, as approved from time to time by the Internal Revenue Service.

2.36. Pre-Tax Elective Contributions. "Pre-Tax Elective Contributions" are a Participant's Elective Contributions made under the Plan that are not includable in the Participant's gross income at the time contributed.

2.37. Provider. "Provider" means FMR LLC or its successor.

2.38. QDRO. "QDRO" means a qualified domestic relations order within the meaning of Code section 414(p), as determined by the Plan Administrator in accordance with Article 7.9.

2.39. Qualified Nonelective Employer Contribution. "Qualified Nonelective Employer Contribution" means any contribution made by the Employer to the Plan on behalf of Non-Highly Compensated Employees in accordance with Article 4.9, that may be included in determining whether the Plan meets the ADP test described in Article 12.5.

2.40. Registered Investment Company/Registered Investment Company Shares. "Registered Investment Company" means any one or more corporations or trusts registered under the Investment Company Act of 1940 and acceptable to the Provider and the Trustee, in their discretion, for use under the Plan; and "Registered Investment Company Shares" means the shares, trust certificates, or other evidences of ownership in any such Registered Investment Company.

2.41. Roth Effective Date. "Roth Effective Date" means the date as of which Designated Roth Contributions are allowed under this Pre-Approved Plan, as determined by the Provider. However, the Employer may designate a later Roth Effective Date (or opt out of Designated Roth Contributions) in the Adoption Agreement (or addendum thereto) and in no event will the Roth Effective Date be a date earlier than the date the Employer allows Roth Contributions to be made under the Plan.

2.42. Safe Harbor Nonelective Employer Contribution. "Safe Harbor Nonelective Employer Contribution" means any contribution made to the Plan in accordance with Article 4.8 that is intended to satisfy the requirements of Code section 401(k)(12)(B).

2.43. Self-Employed Individual. "Self-Employed Individual" means an individual who is not a common-law employee and who has earned income (within the meaning of Code section 401(c)(2)) from the Business (or would have had such earned income if the Business had net profits) for the taxable year.

2.44. Spouse. "Spouse" means the person to whom the Participant is married for purposes of Federal income taxes. A former spouse will be treated as a Spouse to the extent provided in a domestic relations order that has been determined to be a qualified domestic relations order (as defined in Code section 414(p)).

2.45. Treasury Regulations. "Treasury Regulation" means a regulation promulgated under the Code by the Internal Revenue Service.

2.46. Trust. "Trust" means the trust fund established to hold the assets of the Plan.

2.47. Trust Agreement. "Trust Agreement" means the separate agreement between the Trustee and the Employer under which the assets of the Plan are held, administered, and managed. The Trust Agreement describes the powers and duties of the Trustee with respect to Plan assets. The provisions of the Trust Agreement are hereby incorporated by reference into the Plan. In the event there is a conflict between the provisions of the Pre-Approved Plan and the Trust Agreement, the provisions of the Pre-Approved Plan shall control.

2.48. Trustee. "Trustee" means the Trustee named in the Adoption Agreement or any agent or successor to such Trustee, as may be authorized by the Trustee or the Provider.

2.49. Year of Service. "Year of Service" means a Computation Period during which an individual is credited with at least 1,000 Hours of Service.

Article 3. Participation

3.1. General Rule. Each Employee who has fulfilled the age and service requirements specified by the Employer in the Adoption Agreement shall become a Participant on the date specified by the Employer in the Adoption Agreement provided he is an Employee on such date. For purposes of this Article 3.1, an Employee who incurs a Break in Service before completing the required number of Years of Service shall not thereafter be credited with any Year of Service completed prior to the Break in Service. If a Participant is no longer an Employee (as defined in Article 2.20) and has become ineligible to participate but has not incurred a Break in Service, such individual shall participate immediately upon becoming an Employee again. If such a Participant incurs a Break in Service, eligibility shall be determined under the Break in Service rules of this Article 3.1. If an individual who is not an Employee (as defined in Article 2.20) becomes an Employee, such Employee shall participate immediately if he has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

3.2. Special Rule for Former Participants. A former Participant whose employment with the Employer terminates shall again become a Participant on the day on which he first performs an Hour of Service for the Employer after such termination.

Article 4. Contributions

4.1. Contributions by the Employer. Subject to the requirements and limitations contained in this Article 4 and in Article 12, for each Plan Year beginning with the Plan Year in which the Effective Date falls, the Employer shall contribute to the Trust the amount or amounts determined under this Article 4. Any amounts in excess of the deductibility limit under Code section 404 (if applicable) will be subject to an excise tax under Code section 4972. Amounts in excess of the limit under Code section 404 may only be returned to the Employer in accordance with Article 11.15.

4.2. Eligible Participant. An "Eligible Participant" is a Participant who (a) is an active Employee on the last day of the Plan Year, or (b) is credited with more than 500 Hours of Service during the Plan Year, or (c) left employment during the Plan Year on account of death, Disability, or attainment of age 59½ or older. Notwithstanding the preceding sentence, for purposes of Articles 4.8 and 4.9 an "Eligible Participant" is a Participant who is both (a) an active Employee on any day during the Plan Year and (b) is a Non-Highly Compensated Employee, and for purposes of Articles 12.5 and 12.8, an "Eligible Participant" is a Participant who is an active Employee on any day during the Plan Year. An Eligible Participant must have Compensation during the Plan Year to receive a contribution under this Article 4.

4.3. Contributions to Profit Sharing Plans. If the Adoption Agreement provides that the Plan is a profit sharing plan, the Employer may make a Nonelective Employer Contribution each Plan Year in a discretionary amount determined by the Employer. An Employer may make Nonelective Employer Contributions whether or not it has current or accumulated profits. If the Employer elects in the Adoption Agreement to permit Elective Contributions, Elective Contributions shall be permitted in accordance with Article 4.5. If the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, Safe Harbor Nonelective Employer Contributions shall be made as provided in Article 4.8. Additionally, if the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, Elective Contributions under Article 4.5 and Safe Harbor Nonelective Employer Contributions under Article 4.8 shall remain in effect for an entire 12-consecutive-month Plan Year, except as otherwise permitted by section 1.401(k)-3(e) of the Treasury Regulations (permitting maintenance of safe harbor 401(k) arrangements for periods of less than 12 consecutive months in the case of the initial Plan Year of the Plan, the addition of cash or deferred arrangements to certain existing Plans, change of Plan Year, and the final Plan Year of the Plan). If the Employer elects in the Adoption Agreement to permit Elective Contributions, but not to make Safe Harbor Nonelective Employer Contributions to the Plan, Qualified Nonelective Employer Contributions may be made as provided in Article 4.9.

4.4. Money Purchase Plans. If the Adoption Agreement provides that the Plan is a money purchase plan, the Money Purchase Employer Contribution for each Eligible Participant (as defined in Article 4.2) shall be made in accordance with the formula selected by the Employer in the Adoption Agreement.

4.5. Elective Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, each Participant who is an active Employee may elect to execute a salary reduction agreement with the Employer to reduce his Compensation by a specified percentage, equal to a whole number multiple of one percent, per payroll period. In lieu of specifying a percentage of Compensation reduction, such a Participant may elect to reduce his Compensation by a specified dollar amount per payroll period.

A Participant's salary reduction agreement shall become effective on the first day of the first payroll period for which the Plan Administrator can reasonably process the request, but not earlier than the later of (a) the effective date of the provisions permitting Elective Contributions or (b) the date the Employer adopts such provisions. The Employer shall make an Elective Contribution on behalf of the Participant corresponding to the amount of said reduction. Under no circumstances may a salary reduction agreement be adopted retroactively.

Notwithstanding any other provision of the Plan to the contrary, a Participant may on and after the Roth Effective Date irrevocably designate all or a portion of his Elective Contributions for a calendar year as Designated Roth Contributions. Elective Contributions not designated as Designated Roth Contributions will be treated as Pre-Tax Elective Contributions. Elective Contributions contributed to the Plan as Designated Roth Contributions or as Pre-Tax Elective Contributions may not later be reclassified to the other type under this Plan (in other words, Code section 402A(c)(4) does not apply). A Participant's Designated Roth Contributions will be deposited in the Participant's Designated Roth Contribution Account in the Plan. No contribution other than Designated Roth Contributions (and, to the extent provided in Treasury Regulations or applicable IRS guidance, Roth 401(k) rollover contributions) and properly attributable earnings will be credited to each Participant's Designated Roth Contribution Account, and gains, losses and other credits or charges will be allocated on a reasonable and consistent basis to such account. The Plan will maintain a record of the amount of Designated Roth Contributions in each Participant's Designated Roth Contribution account.

A Participant may elect to make Elective Contributions, or to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer, in the form and manner prescribed by the Plan Administrator, provided that the Participant must have the effective opportunity to make, change or discontinue an election to make Pre-Tax Elective Contributions or, on and after the Roth Effective Date, Designated Roth Contributions at least once each Plan Year. A Participant may elect to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer within a reasonable period, as specified by the Plan Administrator (but not less than 30 days), of receiving the notice described in Article 12.8.

In order for the Plan to comply with the requirements of Code sections 401(k), 402(g) and 415 or the Treasury Regulations promulgated thereunder (as described in Article 12), at any time during a Plan Year the Plan Administrator may reduce the rate of Elective Contributions to be made on behalf of any Participant, or class of Participants, for the remainder of the Plan Year, or the Plan Administrator may require that all Elective Contributions to be made on behalf of a Participant be discontinued for the remainder of that Plan Year. Upon the close of the Plan Year or such earlier date as the Plan Administrator may determine, any reduction or discontinuance in Elective Contributions shall automatically cease until the Plan Administrator again determines that such a reduction or discontinuance of Elective Contributions is required.

4.6. In-Plan Roth Rollover Contributions and In-Plan Roth Conversions. If elected by the Employer in Section A.2 of the Designated Roth Contributions Addendum to the Adoption Agreement, and effective on and after the date elected by the Employer in such Section A.2, a Participant or Beneficiary may elect to have any portions of his Account otherwise distributable under the Plan, which are not Designated Roth Contributions under the Plan and meet the definition of an Eligible Rollover Distribution found in Article 7.10(a)(1), be considered Designated Roth Contributions for purposes of the Plan. Any assets converted in such a way shall be separately accounted for and be maintained in such records as are necessary for the proper reporting thereof. Such assets shall also retain any distribution rights applicable to them prior to the conversion. Each such in-plan rollover shall be subject to its own 5-taxable year period of participation and subject to the requirements of Code Section 408A(d)(3)(F).

If elected by the Employer in Section A.3 of the Designated Roth Contributions Addendum to the Adoption Agreement, and effective for in-plan Roth conversions on and after the date elected by the Employer in such Section A.3, any Participant may elect to have any portions of his Account which are not Designated Roth Contributions under the Plan, be considered Designated Roth Contributions for purposes of the Plan. Any assets converted in such a way shall be separately accounted for, be maintained in such records as are necessary for the proper reporting thereof, and have any distribution constraints applicable to them prior to the conversion continue to apply to them.

4.7. Catch-Up Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, all Participants who are eligible to make Elective Contributions under the Plan and who are projected to attain age 50 (or a higher age) before the close of the taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code section 414(v). Catch-Up Contributions are Elective Contributions made to the Plan that are in excess of an otherwise applicable plan limit and that are made by participants who are age 50 or over by the end of their taxable year. An otherwise applicable plan limit is a limit in the Plan that applies to Elective Contributions without regard to Catch-Up Contributions, such as the limits on annual additions, the dollar limitations on Elective Contributions under Code section 402(g) (not counting Catch-Up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under Code section 401(k)(3). Catch-Up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on

Catch-Up Contributions under Code section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Contributions, the maximum amount allowed by law. The dollar limit on Catch-Up Contributions under Code section 414(v)(2)(B)(i) is $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 414(v)(2)(C). Any such adjustments will be in multiples of $500.

Catch-Up Contributions are not subject to the limits on annual additions, are not counted in the ADP test, and are not counted in determining the minimum allocation under Code section 416 (but Catch-Up Contributions made in prior years are counted in determining whether the Plan is top-heavy).

4.8. Safe Harbor Nonelective Employer Contributions. If the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, the Employer shall make a Safe Harbor Nonelective Employer Contribution for each Eligible Participant (as defined in Article 4.2) for the Plan Year in the amount of 3 percent of such Eligible Participant's Compensation for the Plan Year.

4.9. Qualified Nonelective Employer Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, but not to make Safe Harbor Nonelective Employer Contributions to the Plan, the Employer may, in its discretion, make a Qualified Nonelective Employer Contribution for the Plan Year in any amount necessary to satisfy or help to satisfy the ADP test described in Article 12.5, provided that the conditions of section 1.401(k)-2(a)(6) of the Treasury Regulations are satisfied. Any Qualified Nonelective Employer Contribution shall be allocated among the Accounts of Eligible Participants (as defined in Article 4.2) either:

(a) In the ratio that each such Eligible Participant's Compensation for the Plan Year bears to the total Compensation paid to all such Eligible Participants; or

(b) As a uniform flat dollar amount for each such Eligible Participant for the Plan Year.

Qualified Nonelective Employer Contributions shall be distributable only in accordance with the distribution provisions that are applicable to Elective Contributions.

4.10. Allocation of Nonelective Employer Contributions (Nonintegrated Plans). If the Plan is a profit sharing plan and the Plan is not integrated with Social Security, Nonelective Employer Contributions for any Plan Year shall be allocated as of the last day of the Plan Year among the Nonelective Employer Contribution Accounts of the Eligible Participants (as defined in Article 4.2) in the ratio that each Eligible Participant's Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

4.11. Allocation of Nonelective Employer Contributions (Integrated Plans). If the Plan is a profit-sharing plan and the Plan is integrated with Social Security, Nonelective Employer Contributions shall be allocated as follows:

(a) Subject to the overall permitted disparity limits set forth in paragraph (e) below, Nonelective Employer Contributions for the Plan Year shall be allocated to Eligible Participants' Accounts in the following manner:

STEP 1: Nonelective Employer Contributions shall be allocated to each Eligible Participant's Account in the ratio that the sum of each Eligible Participant's total Compensation and Compensation in excess of the Integration Level bears to the sum of all Eligible Participants' total Compensation and Compensation in excess of the Integration Level, but not in excess of the Excess Contribution Percentage specified in the Adoption Agreement, which may not exceed the Profit Sharing Maximum Disparity Rate described in Section 5 of the Adoption Agreement. For purposes of this Step One, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, two times such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 2: Any remaining Nonelective Employer Contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

(b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under section 230 of the Social Security Act as of the beginning of the Plan Year.

(c) "Compensation" means Compensation as defined in Article 2.13 of the Plan.

(d) "Excess Contribution Percentage" is the percentage of Compensation contributed for each Participant on such Participant's Compensation in excess of the Integration Level, as specified in the Adoption Agreement.

(e) Overall Permitted Disparity Limits.

(1) Annual Overall Permitted Disparity Limit: Notwithstanding the preceding paragraphs, for any Plan Year the Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), Employer profit sharing contributions shall be allocated to the Account of each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Eligible Participant's total Compensation bears to the total Compensation of all Eligible Participants.

(2) Cumulative Permitted Disparity Limit: Effective for Plan Years beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.12. Allocation of Money Purchase Employer Contributions (Nonintegrated Plans). If the Plan is a money purchase plan and the Plan is not integrated with Social Security, the Money Purchase Employer Contribution for each Eligible Participant (as defined in Article 4.2) shall be an amount computed using the formula specified in the Adoption Agreement.

4.13. Allocation of Money Purchase Employer Contributions (Integrated Plans). If the Plan is a money purchase plan integrated with Social Security, Money Purchase Employer Contributions shall be allocated as follows:

(a) Subject to the overall permitted disparity limits set forth in paragraph (d) below, the Employer shall contribute an amount equal to the Base Contribution Percentage specified in the Adoption Agreement (but not less than 3 percent) of each Eligible Participant's Compensation (as defined in Article 2.12 of the Plan) for the Plan Year, up to the Integration Level, plus the Excess Contribution Percentage specified in the Adoption Agreement (not less than 3 percent and not to exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate described in Section 5 of the Adoption Agreement) of such Eligible Participant's Compensation in excess of the Integration Level.

However, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit, the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage multiplied by the Eligible Participant's total Compensation for the Plan Year.

(b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under section 230 of the Social Security Act at the beginning of the Plan Year.

(c) Overall Permitted Disparity Limits.

(1) Annual Overall Permitted Disparity Limit. Notwithstanding the preceding paragraph, for any Plan Year this Plan benefits any Eligible Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by

the Employer that provides for permitted disparity (or imputes disparity), the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage (as specified in the Adoption Agreement) multiplied by the Eligible Participant's total Compensation for the Plan Year.

(2) Cumulative Permitted Disparity Limit. Effective for Plan Years beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.14. Time and Manner of Contributions. Nonelective, Qualified Nonelective, Safe Harbor Nonelective, and Money Purchase Employer Contributions for a Plan Year shall be remitted to the Trustee not later than the due date (including extensions) prescribed by law for filing the Employer's federal income tax return for the taxable year in which the Plan Year ends, or within such other time frame as may be determined by applicable regulation or legislation. The Employer should remit Elective Contributions to the Trustee as of the earliest date on which such contributions can reasonably be segregated from the Employer's general assets. In the case of a plan with fewer than 100 Participants, if Elective Contributions are remitted not later than the 7th business day following the day on which such amounts would otherwise have been payable to the Participant in cash, the Elective Contribution is deemed to have been contributed as of such earliest date. In no event may Elective Contributions be remitted to the Trustee later than the 15th business day of the calendar month following the month in which such amount otherwise would have been paid to the Participant, or within such other time frame as may be determined by applicable regulation or legislation. Each contribution shall be accompanied by instructions (in a form and manner acceptable to the Trustee) specifying the names of the Participants who are entitled to participate in such contribution. Each contribution shall also be accompanied by investment instructions pursuant to Article 6.1.

The Trustee shall have no authority to inquire into the correctness of the amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under this Article 4. The Plan Administrator shall be the named fiduciary responsible for ensuring that the Employer remits contributions to the Trust and have the duty and responsibility for the collection of such contributions when not timely made by the Employer, provided that the Plan Administrator or Employer may appoint another named fiduciary to handle such responsibility and notify the Trustee of such appointment in writing.

4.15. Contributions by Participants. Participants may not make contributions to the Plan (except Elective Contributions, as provided in Articles 4.5 and 4.7). If the Plan is adopted as an amendment of an existing plan that permitted employees to make nondeductible contributions for any Plan Year beginning after December 31, 1986, such contributions in any such Plan Year may not have exceeded the maximum allowed under the nondiscrimination test contained in Code section 401(m)(2). Any Plan that has accepted employee nondeductible contributions must maintain Employee Nondeductible Contribution Accounts so long as any amounts attributable to such contributions remain in the Trust. Subject to Article 8, a Participant may at any time withdraw amounts credited to his Employee Nondeductible Contribution Account by submitting to the Trustee, through the Plan Administrator, a written request specifying the amount to be withdrawn (which shall not be less than $100, unless the entire amount credited is less than $100, in which case the entire amount credited must be withdrawn). Payment of such withdrawals shall be made within 30 days of the Trustee's receipt of such a request. Except to the extent that such withdrawals are made, a Participant's Employee Nondeductible Contribution Account shall be distributable at the same time and in the same manner as his other Accounts.

Article 5. Participants' Account and Vesting

5.1. Individual Accounts. An Account shall be established and maintained for each Participant that shall reflect Employer and Employee contributions made on behalf of the Participant and earnings, expenses, gains and losses attributable thereto, and investments made with amounts in the Participant's Account. Any Elective Contributions made on behalf of a Participant and the earnings, expenses, gains and losses attributable thereto, shall be accounted for separately. Such other accounts shall be established and maintained as are reasonably required or appropriate.

5.2. Valuation of Accounts. Participant Accounts shall be valued at their fair market value at least annually as of each "Determination Date," as defined in Article 13.1(a), in accordance with a method consistently followed and uniformly applied, and on such date earnings, expenses, gains and losses on investments made with amounts in each Participant's Account shall be allocated to such Account.

5.3. Vesting. A Participant's interest in his Plan Accounts shall immediately become and at all times remain fully vested and nonforfeitable. No Accounts are subject to a vesting schedule.

Article 6. Investment of Contributions

6.1. Direction by Participant. Each Participant shall determine the manner in which contributions allocated to his Account are to be invested or reinvested by providing specific instructions in a form and manner acceptable to the Trustee. The Trustee has no duty to follow instructions that are inconsistent with the applicable requirements of the Code, ERISA or other applicable law or regulation. An investment medium must be consistent with the applicable requirements of the Code, ERISA or other applicable law or regulation and must be acceptable to the Trustee in order to be available under the Plan. If at any time there shall be credited to a Participant's Account an amount(s) for which no such instructions have been furnished, or for which the instructions furnished are, in the opinion of the Trustee, incomplete or unclear, or for which the instructions furnished would require investment in a medium not acceptable to the Trustee for use under the Plan, such amount(s) may be invested in shares of the default investment medium designated in the Participant's most recent investment instructions (which may be written, electronic, or telephonic) or, if the Participant has never provided instructions, as directed by the Employer in the Adoption Agreement or other form acceptable to the Trustee.

If any balance remains in the Account of a deceased Participant, the balance shall be transferred to an Account for the Beneficiary of the deceased Participant (as determined in accordance with Article 7.4), who shall direct the investment of the Account in accordance with this Article 6.1 as if the Beneficiary were a Participant.

The Trustee shall have no duty to question the directions of a Participant or a Beneficiary in the investment of his Account or to advise him regarding the purchase, retention or sale of assets credited to his Account, nor shall the Trustee be liable for any loss which may result from the Participant's or Beneficiary's exercise of control over his Account. The Trustee may designate one or more corporations as its agent or agents for the purpose of receiving investment instructions from Participants and Beneficiaries and for such other purposes as the Trustee may permit.

6.2. Investments. Subject to such reasonable and nondiscriminatory rules, limits and procedures as the Trustee, Plan Administrator, or Employer may establish from time to time to facilitate administration of the Plan, all contributions under the Plan shall be invested and reinvested in one or more of the following, as directed by the Participant (or, following the death of the Participant, the Beneficiary):

(a) Registered Investment Company Shares;

(b) marketable securities obtainable over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company, if permitted by the Provider;

(c) deposits bearing a reasonable rate of interest and maintained by the Trustee or by any bank acceptable to the Trustee; or

(d) subject to the applicable requirements of the Code, ERISA, or other applicable law, any other investment medium permitted by the Trustee from time to time.

Any other provision hereof to the contrary notwithstanding, a Participant (or, following the death of the Participant, the Beneficiary) may not direct that

any part or all of an Account be invested in employer securities or that any part or all of an Account be invested in assets other than Registered Investment Company Shares unless the aggregate amount which the Participant (or, following the death of the Participant, the Beneficiary) proposes to invest in such assets is at least such minimum amount as the Trustee shall establish from time to time. The Trustee may (but need not) require any Account that is invested in assets other than Registered Investment Company Shares to maintain an investment of not more than $100 in the default investment medium designated by the Participant (or, following the death of the Participant, the Beneficiary) in his investment instructions (or, if the Participant has not so designated, as designated by the Employer in the Adoption Agreement), in order to provide a medium for investing available cash pending other instructions and for convenience in collecting fees and expenses from the Account. Commissions and other costs attributable to the acquisition of an investment shall be charged to the Account of the Participant (or, following the death of the Participant, the Beneficiary) for which such investment is acquired.

Article 7. Payment of Benefits

7.1. Distributable Events.

(a) The Participant's Account shall become payable to him or his Beneficiary pursuant to this Article 7 as follows:

(1) upon attainment of the Participant's Normal Retirement Age (whether or not employment has terminated);

(2) upon the death of the Participant;

(3) upon the Disability of the Participant; or

(4) upon the severance of the Participant's employment (whether before or after attainment of the Participant's Normal Retirement Age) prior to death or Disability.

(b) Distributions on account of any of the distributable events described above are subject to the restrictions in this Article 7. Payments from the Plan shall be subject to applicable withholding taxes under the Code.

(c) Limited in-service withdrawals may be available, as described in Article 4.15 or Article 7.14.

7.2. Commencement of Benefits. Upon a distributable event described in Article 7.1, a Participant shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Article 7.5 and the date on which payment is to commence. A Participant may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7, Article 8, and Article 9; provided, however, that payment of benefits to a Participant must commence within 60 days after the end of the Plan Year in which the Participant reaches Normal Retirement Age, has his 10th anniversary of the year in which he commenced participation in the Plan, or terminates his employment with the Employer, whichever is later. For purposes of this Article 7.2, the failure of a Participant (and his Spouse, if spousal consent is required pursuant to Article 8) to consent to a distribution while a benefit is "immediately distributable" within the meaning of Article 7.6 shall be considered an election to postpone the commencement of payment. Notwithstanding any provision of the Plan to the contrary, to the extent that any optional form of benefit under the Plan permits a distribution prior to the Employee's attainment of Normal Retirement Age, death, Disability, or termination of employment, and prior to plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code section 414(l), to this Plan from a money purchase pension plan qualified under Code section 401(a) (other than any portion of those assets and liabilities attributable to employee nondeductible contributions). The Plan Administrator shall notify the Trustee if a Participant's Accounts contain any such assets.

7.3. Death Benefits. Subject to Article 8.4, the Beneficiary of a deceased Participant who had not received a complete distribution of benefits before his death shall be entitled to benefits under the Plan, in an amount equal to the vested balance of the deceased Participant's Accounts allocated to such Beneficiary at the time of payment, commencing within 60 days after the end of the Plan Year in which the Participant dies; provided, however, that:

(a) a Beneficiary shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Article 7.5, and the date on which payment is to commence; and

(b) a Beneficiary may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7 and Article 9.

In the case of a Participant who dies after having begun to receive a distribution of benefits in installments under Article 7.5(b), distribution of installments shall continue after his death to his Beneficiary subject to Article 9.1(e). In the case of a Participant who dies after having received a distribution under Article 7.5(a) or (c), no death benefit shall be payable from the Plan.

7.4. Designation of Beneficiary. A Participant may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Participant in a form and manner acceptable to, and filed with, the Trustee. The form most recently completed before the Participant's death and returned to and accepted by the Trustee shall supersede any earlier designation; provided, however, that such designation, change or revocation shall only be valid if it is received and accepted by the Trustee no later than 30 days after the Trustee receives notice of the Participant's death, and provided further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a rollover to an IRA or a transfer to another plan or to an Account for a Beneficiary) prior to the Trustee's receipt and acceptance of such designation, change or revocation. Subject to this Article 7.4 and Article 11.3 below, the Trustee may distribute or transfer any portion of the Account immediately following the death of the Participant under the provisions of the designation then on file with the Trustee, and such distribution or transfer discharges the Trustee from any and all claims as to the portion of the Account so distributed or transferred. If a Participant has not designated any Beneficiary by filing a form with the Trustee or the Plan Administrator before his death, or if no Beneficiary so designated survives the Participant, his Beneficiary shall be his surviving spouse, or if there is no surviving spouse, his estate. A married Participant may designate a Beneficiary other than his Spouse only if his Spouse consents in writing to the designation, and the Spouse's consent acknowledges the effect of the consent and is witnessed by a notary public. The marriage of a Participant shall nullify any designation of a Beneficiary previously executed by the Participant. If it is established to the satisfaction of the Plan Administrator that the Participant has no Spouse or that the Spouse cannot be located, the requirement of spousal consent shall not apply. Any spousal consent obtained pursuant to this Article 7.4, and any decision of the Plan Administrator that the consent of a Spouse cannot be obtained, shall apply only with respect to the particular Spouse involved.

7.5. Manner of Distribution. Subject to the rules of Article 8 concerning joint and survivor annuities, benefits shall be distributed in one or more of the following forms, as designated in writing by the Participant or Beneficiary:

(a) a lump sum in cash or in kind;

(b) a series of substantially equal annual (or more frequent) installments, in cash or in kind;

(c) for distributions under a Plan adopted prior to January 1, 2003, the following distribution options:

(1) a fixed or variable annuity contract, other than a life annuity contract, purchased from an insurance company; and

(2) a life annuity contract (with or without a period certain or guaranteed-refund feature) purchased from an insurance company; and

(d) to the extent provided in Article 8, a straight life annuity, a Qualified Joint and Survivor Annuity, a Qualified Optional Survivor Annuity, or a Qualified Preretirement Survivor Annuity.

If the Plan has been adopted as an amendment of an existing plan, any other form of benefit available under that plan before its amendment shall be made available under the Plan, to the extent provided in Article 14.4. Subject to Article 8, the Account balance of a Participant or Beneficiary who fails to elect a manner of distribution shall be distributed, at the direction of the Plan Administrator, in cash in accordance with paragraph (a) of this Article 7.5.

7.6. Restriction on Immediate Distributions.

(a) General Rules. The following rules apply:

(1) The Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of the Account balance if (i) payment in the form of a

QJSA (as defined in Article 8.1(d)) is required with respect to a Participant (because the Participant has a Spouse and the Plan is not a profit sharing plan described in Article 8.2(b)), (ii) either the value of a Participant's vested Account balance exceeds $5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and (iii) the Account balance is immediately distributable.

(2) The Participant must consent to any distribution of his Account balance if (i) Article 7.6(a)(1) above does not apply to the Participant and (ii) the Account balance is immediately distributable.

The automatic cash-out provisions of Code sections 401(a)(31) and 411(a)(11) do not apply to the Plan.

(b) The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Account balance is no longer immediately distributable and, for Plan Years beginning after December 31, 2006, the consequences of failing to defer any distribution. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code section 417(a)(3) and a description of the consequences of failing to defer a distribution, and shall be provided no fewer than 30 days and no more than 180 days prior to the Annuity Starting Date. However, distribution may commence fewer than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code sections 401(a)(11) and 417 do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

(c) Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Account balance is immediately distributable. (Furthermore, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to the Participant pursuant to Article 8, only the Participant need consent to the distribution of an Account balance that is immediately distributable). Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code section 401(a)(9) or Code section 415. In addition, upon termination of the Plan, if the Plan does not offer an annuity option (under Article 7.5(c)) and if the Employer or any entity within the same controlled group as the Employer does not maintain another defined contribution Plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)), the Participant's Account balance will, without the Participant's consent, be distributed to the Participant. However, if any entity within the same controlled group as the Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7), then the Participant's Account balance shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

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

7.7. Special Rules for Annuity Contracts. The following rules shall apply to distributions made, in whole or in part, in the form of an annuity contract:

(a) Any annuity contract distributed under the Plan must be nontransferable.

(b) The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of this Article 7, Article 8 and Article 9.

7.8. Distribution Procedure. The Trustee shall make or commence distributions to or for the benefit of Participants only on receipt of a direction (in a form acceptable to the Trustee) from the Plan Administrator that a distribution of a Participant's benefits is payable pursuant to the Plan, and specifying the manner and amount of payment.

7.9. Distribution under a QDRO.

(a) Distributions of all or any part of a Participant's Account pursuant to the provisions of a QDRO are specifically authorized.

(b) The Alternate Payee may receive a payment of a benefit under the Plan prior to the date on which the Participant is otherwise entitled to a distribution under the Plan if the QDRO specifically provides for such earlier payment. If the present value of the payment exceeds $5,000, the Alternate Payee must consent in writing to such distribution.

(c) The Alternate Payee may receive a payment of benefits under the Plan in any optional form of benefit permitted under Article 7.5 other than a joint and survivor annuity.

(d) Upon receipt of an order which appears to be a domestic relations order, the Plan Administrator shall promptly notify the Participant and each Alternate Payee of the receipt of the order and provide them with a copy of the procedures established by the Plan Administrator for determining whether the order is a QDRO. While the determination is being made, a separate accounting shall be made with respect to any amounts which would be payable under the order while the determination is being made. If the Plan Administrator determines that the order is a QDRO within 18 months after receipt, the Plan Administrator shall direct the Trustee to establish an Account for the Alternate Payee, who shall direct the investment of such Account in accordance with Article 6.1. The Plan Administrator shall further instruct the Trustee to begin making payments from the Alternate Payee's Account pursuant to the order when required or as soon as administratively practical or as the Alternate Payee otherwise directs in accordance with the order. If the Plan Administrator determines that the order is not a QDRO, or if no determination is made within 18 months after receipt of the QDRO, then the separately accounted for amounts shall be either restored to the Participant's Account or distributed to the Participant (if the Plan otherwise permits distribution), as if the order did not exist. If the order is subsequently determined to be a QDRO, such determination shall be applied prospectively to payments made after the determination.

7.10. Direct Rollover of Distributions.

(a) As used in this Article 7.10, the terms set forth below have the following meanings:

(1) Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Eligible Recipient, except that an Eligible Rollover Distribution does not include any distribution that is one of series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Recipient or the joint lives (or joint life expectancies) of the Eligible Recipient and the Eligible Recipient's designated beneficiary, or for a specified period of 10 years or more; or any distribution to the extent such distribution is required under Code section 401(a)(9) or is on account of a hardship.

(2) Eligible Plan. An "Eligible Plan" means (i) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, (ii) an individual retirement account described in Code section 408(a), (iii) an individual retirement annuity described in Code section 408(b), (iv) effective for distributions made after December 18, 2015, a simple retirement account described in Code section 408(p), provided the rollover is made after the 2-year period described in Code section 72(t)(6), (v) a Roth individual retirement account described in Code section 408A(b), (vi) a qualified plan described in Code section 401(a), (vii) an annuity plan described in Code section 403(a), or (viii) an annuity contract described in Code section 403(b), that accepts the distributee's eligible rollover distribution. The definition of eligible plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relation order, as defined in Code section 414(p).

Notwithstanding the foregoing, the following special rules apply:

(i) An Eligible Plan with respect to a Participant's designated beneficiary other than the Participant's surviving Spouse, or former Spouse who is an Alternate Payee under a QDRO means an inherited individual retirement plan described in clause (i) or (ii)

of paragraph (8)(B) of Code section 402(c) established for the purpose of receiving such a rollover distribution.

(ii) The portion of any Eligible Rollover Distribution consisting of Employee Nondeductible Employee Contributions may be rolled over only to an individual retirement account or annuity described in Code section 408(a) or (b), to a qualified defined contribution plan described in Code section 401(a) or 403(a), or after December 31, 2006 to an annuity contract described in Code section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(iii) The portion of any Eligible Rollover Distribution consisting of Designated Roth Contributions may be rolled over only to another designated Roth account established for the individual under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth individual retirement account described in Code section 408A.

(3) Eligible Recipient. "Eligible Recipient" means a Participant, the surviving Spouse of a deceased Participant, an Alternate Payee under a QDRO who is either the Spouse or the former Spouse of a Participant, or a Participant's designated beneficiary (as defined in Code section 401(a)(9)(E)) other than the Participant's surviving Spouse.

(b) Notwithstanding any other provision of the Plan, an Eligible Recipient may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid to an Eligible Plan specified by the Eligible Recipient. Notwithstanding the foregoing, an Eligible Recipient may not elect a direct rollover with respect to an Eligible Rollover Distribution if the total value of such distribution is less than $200 or with respect to a portion of an Eligible Rollover Distribution if the value of such portion is less than $500. In determining whether the total value of an Eligible Recipient's Eligible Rollover Distributions for the year is less than $200, Eligible Rollover Distributions from a Participant's Designated Roth Contributions Account shall be considered separately from Eligible Rollover Distributions from the Participant's other accounts under the Plan. In applying the $500 minimum on partial rollovers, any Eligible Rollover Distribution from a Participant's Designated Roth Contributions Account shall be treated as a separate distribution from any Eligible Rollover Distribution from the Participant's other accounts under the Plan (rather than as a part of such distribution), even if the distributions are made at the same time.

(c) Except to the extent provided in Treasury Regulations or applicable IRS guidance with respect to Designated Roth Contributions (including amounts treated as Designated Roth Contributions pursuant to Article 4.5), an Eligible Distribution to an Eligible Recipient who does not make the election described in paragraph (b) above will be subject to 20 percent federal income tax withholding or such other rate as may be required by the Code and any applicable state income tax withholding.

7.11. Benefit Claims Procedure. If required under Section 2560.503-1(b)(2) of Regulations issued by the Department of Labor, the claims and review procedures are described in detail in the Summary Plan Description for the Plan.

7.12. Statute of Limitations. A Participant, Beneficiary or Alternate Payee (collectively referred to as "Claimant" in this Article 7.12) seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, must file any suit or legal action (including, without limitation, a civil action under section 502(a) of ERISA) within 12 months of the date the final adverse benefit determination is issued. Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the benefit claims procedures must file any suit or legal action within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges he or she became entitled to the Plan benefits requested in the suit or legal action). The Claimant is required to exhaust all claims and review procedures under the Plan as described in the Summary Plan Description for the Plan before filing suit in state or federal court. A Claimant who fails to file such suit or legal action within the 12 months limitation period will lose any rights to bring any such suit or legal action thereafter.

7.13. Recovery of Overpayments. No Participant or Beneficiary shall have or acquire any right, title or interest in or to the Plan assets or any portion of the Plan assets, except by the actual payment or distribution from the Plan to such Participant or Beneficiary of such Participant's or Beneficiary's benefit to which he or she is entitled under the provisions of the Plan. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the provisions of the Plan, the Plan Administrator will have the right to recover any such excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan from the Participant and/or Beneficiary, as the case may be. Notwithstanding anything to the contrary herein stated, this right of recovery includes, but it not limited to, a right of offset against future benefit payments to be paid under the Plan to the Participant and/or Beneficiary, as the case may be, which the Plan Administrator may exercise in its sole discretion.

7.14. Availability of In-Service Withdrawals. A Participant shall not be permitted to make a withdrawal from his Plan Account prior to the time provided in Article 7.1, except as provided in this Article 7.14 or Article 4.15:

(a) Military Service – Deemed Severance Distributions. Effective for Plan Years beginning on or after January 1, 2009, a Participant performing service in the uniformed services as described in Code section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer for purposes of Code section 401(k)(2)(B)(i)(I) and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her Account restricted from distribution only due to Code section 401(k)(2)(B)(i)(I). Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution pursuant to Article 7.10 of the Plan and any Participant taking such a distribution shall be suspended from making Elective Contributions and employee contributions under the Plan and any other plan maintained by the Employer for a period of 6 months following the date of any such distribution.

(b) Qualified Reservist Distributions. Notwithstanding anything herein to the contrary, a Participant ordered or called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code), shall be eligible to elect to receive a Qualified Reservist Distribution. A "Qualified Reservist Distribution" means a distribution from the Participant's Account of amounts attributable to Elective Contributions, provided such distribution is made during the period beginning on the date of the order or call to active duty (but no earlier than September 11, 2001) and ending at the close of the active duty period.

(c) Qualified Disaster Distributions. Qualified Individuals (as defined in subsection (2) below) may designate all or a portion of a qualifying distribution as a Qualified Disaster Distribution (as defined in subsection (1) below).

(1) A "Qualified Disaster Distribution" means any distribution made on or after the QDD Effective Date (as defined in subsection (3) below) and before the QDD Distribution Date (as defined in subsection (4) below) to a Qualified Individual, to the extent that such distribution, when aggregated with all other Qualified Disaster Distributions to the Qualified Individual made under the Plan (and under any other plan maintained by the Employer or a Related Employer), does not exceed $100,000. A Qualified Disaster Distribution must be made in accordance with and pursuant to the distribution provisions of the Plan, except that:

(i) A Qualified Disaster Distribution of contributions other than Money Purchase Pension Contributions shall be deemed to be made after the occurrence of a distributable event under Code section 401(k)(2)(B)(i), such as termination of employment and

(ii) the requirements of Code sections 401(a)(31), 402(f) and 3405 and of Article 7.10 shall not apply.

(2) A "Qualified Individual" means any individual whose principal place of abode is within a federally declared disaster area on the date so indicated pursuant to the Code.

(3) The "QDD Effective Date" means the date upon which the Code section would be made applicable to the Qualified Individual in accordance with (2) above.

(4) The "QDD Distribution Date" means the date upon which the Qualified Individual is no longer able to take the distribution pursuant to the Code.

(5) An Eligible Employee who received a Qualified Disaster Distribution, as defined herein, may repay to the Plan the Qualified Disaster Distribution, provided the Qualified Disaster Distribution is eligible for tax-free rollover treatment. Any such re-contribution will be treated as having been made in a direct rollover to the Plan, provided it is made during the three-year period beginning on the day after the date on which the Qualified Disaster Distribution was received and does not exceed the amount of such distribution.

Article 8. Joint and Survivor Annuity Requirements

8.1. Definitions. The following definitions apply to this Article:

(a) Election Period. "Election Period" means the period beginning on the first day of the Plan Year in which a Participant attains age 35 and ending on the date of the Participant's death. If a Participant separates from service before the first day of the Plan Year in which he reaches age 35, the Election Period with respect to his Account balance as of the date of separation shall begin on the date of separation.

(b) Earliest Retirement Age. "Earliest Retirement Age" means the earliest date on which the Participant could elect to receive retirement benefits under the Plan.

(c) Qualified Election. "Qualified Election" means a waiver of a QJSA or a QPSA. Any such waiver shall not be effective unless: (1) the Participant's Spouse consents in writing to the waiver; (2) the waiver designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent); (3) the Spouse's consent acknowledges the effect of the waiver; and (4) the Spouse's consent is witnessed by a notary public. Additionally, a Participant's waiver of the QJSA shall not be effective unless the waiver designates a form of benefit payment which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by a Spouse obtained under these provisions (and any establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to the particular Spouse involved. A consent that permits designations by the Participant without any requirement of further consent by the Spouse must acknowledge that the Spouse has the right to limit the consent to a specific Beneficiary and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of those rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Article 8.5.

(d) Qualified Joint and Survivor Annuity (QJSA). A "QJSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's entire Account Balance. The percentage of the survivor annuity under the Plan shall be 50 percent.

(e) Qualified Optional Survivor Annuity (QOSA). A "QOSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is equal to 75 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's vested Account Balance.

(f) Qualified Preretirement Survivor Annuity (QPSA). A "QPSA" is an annuity purchased for the life of a Participant's surviving Spouse, in accordance with Article 8.4.

8.2. Applicability.

(a) Generally. The provisions of Articles 8.3 through 8.6 set forth the joint and survivor annuity requirements of Code sections 401(a)(11) and 417.

(b) Exception for Certain Profit Sharing Plans. The provisions of Articles 8.3 through 8.6 shall not apply to a Participant in a profit sharing plan if: (1) the Participant does not or cannot elect payment of benefits in the form of a life annuity, and (2) on the death of the Participant, his vested Account Balance will be paid to his surviving Spouse (unless there is no surviving Spouse, or the surviving Spouse has consented to the designation of another Beneficiary in a manner conforming to a Qualified Election) and the surviving Spouse may elect to have distribution of the vested Account Balance (adjusted for gains or losses occurring after the Participant's death) commence within the 90-day period following the date of the Participant's death. (The provisions of Article 7.4 meet the requirements of clause (2) of the preceding sentence.) The Participant may waive the spousal death benefit described in this paragraph (b) at any time, provided that no such waiver shall be effective unless it satisfies the conditions applicable under Article 8.1(c) to a Participant's waiver of a QPSA. The exception in this paragraph (b) shall not be operative with respect to a Participant in a profit sharing plan if the Plan:

(1) is a direct or indirect transferee of a defined benefit plan, money purchase pension plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code sections 401(a)(11) and 417; or

(2) is adopted as an amendment of a plan subject to the survivor annuity requirements of Code sections 401(a)(11) and 417.

(c) Exception for Certain Amounts. The provisions of Articles 8.3 through 8.6 shall not apply to any distribution made on or after the first day of the first Plan Year beginning after December 31, 1988, from or under a separate account attributable solely to accumulated deductible employee contributions as defined in Code section 72(o)(5)(B), and maintained on behalf of a Participant in a money purchase pension plan or a target benefit plan, provided that the exceptions applicable to certain profit sharing plans under paragraph (b) are applicable with respect to the separate account (for this purpose, "vested Account Balance" means the Participant's separate Account balance attributable solely to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B)).

8.3. Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Annuity Starting Date, a married Participant's vested Account Balance shall be paid in the form of a QJSA and an unmarried Participant's vested Account Balance shall be paid in the form of a straight life annuity. In the case of a married Participant, a "straight life annuity" is an optional form of benefit. In either case, the Participant may elect to have such annuity distributed upon his attainment of the Earliest Retirement Age under the Plan. A "straight life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

8.4. Qualified Preretirement Survivor Annuity. Unless an optional form of benefit has been selected within the Election Period pursuant to a Qualified Election, the vested Account Balance of a Participant who dies before the Annuity Starting Date shall be applied toward the purchase of an annuity for the life of his surviving Spouse (a QPSA). The surviving Spouse may elect to have such annuity distributed within the 90-day period after the Participant's death. For purposes of this Article 8, the term "Spouse" means the current Spouse or surviving Spouse of a Participant, except that a former Spouse will be treated as the Spouse or surviving Spouse (and a current Spouse will not be treated as the Spouse or surviving Spouse) to the extent provided under a QDRO.

8.5. Notice Requirements. In the case of a QJSA, no less than 30 days and no more than 180 days before a Participant's Annuity Starting Date, the Plan Administrator shall provide a written explanation of (a) the terms and conditions of a QJSA and QOSA, (b) the Participant's right to make, and the effect of, an election to waive the QJSA form of benefit, (c) the rights of the Participant's Spouse, and (d) the right to make, and the effect of, a revocation of a previous election to waive the QJSA. The written explanation shall comply with the requirements of section 1.417(a)(3)-1 of the Treasury Regulations. The Annuity Starting Date for a distribution in a form other than a QJSA may be less than 30 days after receipt of the written explanation

described in the preceding paragraph provided: (1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the QJSA and elect (with spousal consent) a form of distribution other than a QJSA; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the QJSA is provided to the Participant; and (3) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant. In addition, for distributions on or after December 31, 1996, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period described above.

In the case of a QPSA, the Plan Administrator shall provide each Participant, within the applicable period for such Participant, a written explanation of the QPSA, in terms and manner comparable to the requirements applicable to the explanation of a QJSA as described in the preceding paragraph. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after an individual becomes a Participant; and (iii) a reasonable period ending after this Article 8 first applies to the Participant. Notwithstanding the foregoing, in the case of a Participant who separates from service before attaining age 35, notice must be provided within a reasonable period ending after his separation from service.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (i), (ii) and (iii) is the end of the 2-year period beginning 1 year before the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which he reaches age 35, notice shall be provided within the 2-year period beginning one year before the separation and ending one year after the separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for the Participant shall be redetermined.

A Participant who will not attain age 35 as of the end of a Plan Year may make a special Qualified Election to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the QPSA in such terms as are comparable to the explanation required under this Article 8.5. QPSA coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article.

8.6. Qualified Optional Survivor Annuity. If a married Participant waives the QJSA in accordance with the requirements of this Article 8, the Participant may elect the QOSA. This Article 8.6 is effective for Plan Years beginning on or after January 1, 2008. However, if the Plan is maintained pursuant to one or more collective bargaining agreements between employee representative and one or more employers ratified on or before August 17, 2006, then this Article 8.6 is effective for Plan Years beginning on or after the earlier of (a) January 1, 2009 or (b) the later of January 1, 2008 or the date on which the last such collective bargaining agreement terminates (determined without regard to any extension thereof after August 17, 2006).

Article 9. Minimum Distribution Requirements

9.1. Required Minimum Distributions.

(a) General Rules.

(1) Subject to Article 8, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article apply to calendar years beginning after December 31, 2002.

(2) All distributions required under this Article shall be determined and made in accordance with the regulations under Code section 401(a)(9) and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G).

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

(i) the life of the Participant,

(ii) the joint lives 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 life and last survivor expectancy of the Participant and a designated Beneficiary.

(b) TEFRA Article 242(b)(2) Elections. Notwithstanding the other provisions of this Section 9.1, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and Article 14.3.

(c) Time and Manner of Distribution.

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

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

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, except as otherwise elected under Article 9.1(g), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, except as otherwise elected under Article 9.1(g), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(iv) 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 Article 9.1(c)(2), other than Article 9.1(c)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Article 9.1(c)(2) and Article 9.1(e), unless Article 9.1(c)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Article 9.1(c)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Article 9.1(c)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions required to begin to the surviving Spouse under Article 9.1(c)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Article 9.1(d) and (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations.

(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:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9, Q&A-2 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) 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 section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this Article 9.1(d) beginning with the first distribution calendar year and 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 Distributions Begin.

(i) 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:

(A) 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.

(B) 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.

(C) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) 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.

(2) Death before Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. Except as otherwise elected under Article 9.1(g), 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 provided in Article 9.1(e)(1).

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

(iii) 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 Article 9.1(c)(2)(i), this Article 9.1(e)(2) will apply as if the surviving Spouse were the Participant.

(f) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Article 7.4 of the Plan and is the designated Beneficiary under Code section 401(a)(9) and section 1.401(a)(9)-4, of the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Article 9.1(c)(2). 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 the distribution calendar year.

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

(4) Participant's Account balance. 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.

(5) Required Beginning Date. The later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, except that distributions to a 5-percent owner must commence by the April 1 of the calendar year following the calendar year in which such Participant attains age 70½.

(6) 5% Owner. A Participant who is a 5-percent owner as defined in Code section 416(i) (determined in accordance with Code section 416 but without regard to whether the Plan is top heavy) at any time during the Plan Year ending with or within the calendar year in which he attains age 70½, or any subsequent Plan Year. Once distributions have begun to a 5-percent owner under this Article 9, they must continue, even if the Participant ceases to be a 5-percent owner in a subsequent year.

(g) Participants or Beneficiaries May Elect 5-Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Articles 9.1(c)(2) and 9.1(e)(2) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Article 9.1(c)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph (g), distributions will be made in accordance with Article 9.1(c)(2) or 9.1(e)(2).

Article 10. Amendment and Termination

10.1. Provider's Right to Amend. The Provider may amend any part of the Pre-Approved Plan by delivering written notice of such amendment to the Employer; provided, however, that:

(a) the Provider shall have no power to amend or terminate the Pre-Approved Plan in such manner as would cause or permit any part of the assets in the Trust to be diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries as described in Article 11.15, or as would cause or permit any portion of such assets to revert to or become the property of the Employer in violation of such Section;

(b) the Provider shall not have the right to amend the Pre-Approved Plan in a manner that violates Article 10.3;

(c) the Provider shall have no power to amend the Pre-Approved Plan in such a manner as would increase the duties or liabilities of the Trustee unless the Trustee consents thereto in writing; and

(d) for purposes of reliance on an opinion letter, the Provider will no longer have the authority to amend the Pre-Approved Plan on behalf of the Employer as of the date (i) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the pre-approved plan program, (ii) the Internal Revenue Service determines, in accordance with section 8.06(3) of Rev. Proc, 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan, or (iii) the Employer chooses to discontinue participation in the Pre-Approved Plan, including an election described in Article 10.6.

10.2. Employer's Right to Amend. The Employer may at any time and from time to time modify or amend the Plan in whole or in part (including retroactive amendments); provided, however, that any such amendment (other than an amendment described in paragraphs (a), (b), (c) or (d) below) shall constitute substitution by the Employer of an individually designed plan for the Pre-Approved Plan, including an amendment because of a waiver of the minimum funding requirement under Code section 412(d). In the event of such an amendment, the Trustee shall resign. The following amendments shall not cause the Plan to be an individually designed plan:

(a) a change of the Employer's prior choice of an optional provision indicated on the Adoption Agreement;

(b) the addition or modification of provisions stated in the Adoption Agreement to allow the Plan to satisfy Code section 415, or to avoid duplication of minimum benefits under Code section 416 because of the required aggregation of multiple plans;

(c) the addition of certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause a plan to be treated as individually designed;

(d) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan provisions;

(e) the adoption of interim amendments or discretionary amendments that are related to a change in qualification requirements; or

(f) the adoption of an amendment reflecting a change in the Provider's name;

(g) add or change administrative provisions in the Plan (such as provisions relating to investments, Plan claims procedures, and employer contact information), provided the additions or changes are not in conflict with any other provision of the Plan and do not cause the Plan to fail to qualify under Code section 401.

An election made by the Employer within the terms of the Pre-Approved Plan shall be deemed to continue after amendment of the Pre-Approved Plan by the Provider and until the Employer expressly further amends the election by execution of a written document.

10.3. Certain Amendments Prohibited. No amendment to the Plan shall be effective to the extent that it has the effect of reducing a Participant's accrued benefit. An amendment shall be treated as reducing a Participant's accrued benefit if it has the effect of reducing his Account balance (except that a Participant's Account balance may be reduced to the extent permitted by Code section 412(d)(2)) with respect to amounts attributable to contributions made before the adoption of the amendment. Furthermore, if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the vested percentage (determined as of such date) of such Participant's Employer-derived Account balance shall not be less than the percentage computed under the Plan without regard to such amendment. No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to an amendment that eliminates or restricts the ability of a Participant to receive payment of his Account balance under a particular optional form of benefit if, following the amendment, the Plan provides a single-sum distribution form that is otherwise identical to the optional form of benefit eliminated or restricted. For purposes of this Article 10.3, a single-sum distribution form is otherwise identical only if it is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.

10.4. Amendment of Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's vested percentage, each Participant with at least 3 Years of Service with the Employer may elect, within a reasonable period (as determined by the Plan Administrator) after the adoption of the amendment or change, to have the vested percentage computed under the Plan without regard to such amendment or change.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(a) 60 days after the amendment is adopted;

(b) 60 days after the amendment becomes effective; or

(c) 60 days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

10.5. Maintenance of Benefit upon Plan Merger. If there is a merger or consolidation with, or transfer of assets or liabilities to any other plan, each Participant shall receive a benefit immediately after such merger, consolidation, or transfer (as if the Plan were then terminated) which is at least equal to the benefit to which the Participant was entitled immediately before such merger, consolidation, or transfer (as if the Plan had been terminated).

10.6. Termination of the Plan and Trust. The Employer may terminate the Plan, or the Plan and the Trust, at any time by delivering to the Trustee a written notice signed by or on behalf of the Employer and specifying the date or dates as of which the Plan and Trust shall terminate. If the Employer no longer exists as a legal entity, if the Employer is a natural person and is deceased, or if so ordered by a court of competent jurisdiction, the Trustee, in its discretion, may terminate the Plan or permit another person or entity to terminate the Plan. The Trustee and any such person or entity shall each have the power to complete all filings, forms, or other procedures permitted or required by law in connection with such plan termination, but the Trustee shall not be liable for any actions or inactions of the Employer or any such person or entity with respect to the Plan's operation.

10.7. Procedure upon Termination of Trust. As soon as administratively feasible after the stated date that the Plan terminates pursuant to Article 10.6, the Trustee shall, after paying all expenses of the Trust, allocating any unallocated assets of the Trust, and adjusting all Accounts to reflect such expenses and allocations, distribute to Participants, former Participants and Beneficiaries the assets credited to their Accounts in accordance with the instructions of the Plan Administrator or the Employer; provided, however, that the Trustee shall not be required to make any such distribution until it has received notice of any determination by the Internal Revenue Service which the Trustee may reasonably require. Each such distribution shall be made promptly in accordance with Article 7. Upon completion of such distribution the Trustee shall be relieved from all further liability with respect to all amounts so paid.

If distribution is to be made to a Participant or Beneficiary who cannot be located, following the Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cashout amount specified in Code Section 401(a)(31)(B)(ii) ($5,000 as of January 1, 2018) that are mandatorily distributed from the Plan. In the alternative, the Employer may direct the Trustee, subject to applicable guidance, to transfer

the Account of any such missing Participant or Beneficiary, regardless of the amount of any such Account to the Pension Benefit Guarantee Corporation. In the absence of such instructions, the Trustee shall make no distribution to the distributee.

Article 11. Miscellaneous

11.1. Status of Participants. Neither the establishment of the Plan and the Trust or any modification thereof, nor the creation of any fund or 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 or the Trustee, and in no event shall the terms of employment of any Employee or Participant be modified or in any way be affected hereby.

11.2. Administration of the Plan.

(a) Responsibilities of the Employer. The Employer shall have the following responsibilities with respect to administration of the Plan:

(1) The Employer shall appoint a Plan Administrator to administer the Plan. In absence of such an appointment, the Employer shall serve as Plan Administrator. The Employer may remove and reappoint a Plan Administrator from time to time.

(2) The Employer shall, formally or informally, review the performance from time to time of persons appointed by it or to which duties have been delegated by it, such as the Trustee and Plan Administrator (if the Employer is not the Plan Administrator).

(3) If the Employer is not the Plan Administrator, the Employer shall supply the Plan Administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the Plan. The Plan Administrator may rely upon such information and shall have no duty to verify it.

(b) Rights and Responsibilities of Plan Administrator. The Plan Administrator shall administer the Plan according to the Plan's terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries.

(1) The Plan Administrator's responsibilities shall include but not be limited to the following:

(i) Determining all questions relating to the eligibility of Employees to participate or remain Participants hereunder, based on the information provided by the Employer.

(ii) Computing, certifying and directing the Trustee with respect to the amount and form of benefits to which a Participant may be entitled hereunder.

(iii) Authorizing and directing the Trustee with respect to disbursements from the Trust.

(iv) Maintaining all necessary records for administration of the Plan.

(v) Interpreting the provisions of the Plan and preparing and publishing rules and operational procedures for the Plan that are not inconsistent with its terms and provisions.

(vi) Complying with any applicable requirements of the Code and ERISA, including, but not limited to, reporting, disclosure and notice requirements such as annual reports (under ERISA section 101(b)), summary annual reports (under ERISA section 104(b)), summary plan descriptions (under ERISA section 101(a)), summaries of material modifications (under ERISA section 101(a)), special tax notices (under Code section 402(f)), notices regarding consent for distributions (under Code section 411(a)(11)), written explanations of QJSAs, QOSAs and QPSAs (under Code section 417(a)), and the Code section 401(k) safe harbor notice described in Article 12.8.

(2) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the discretionary power to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination shall be conclusive and binding upon all persons in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously (as determined by a court of competent jurisdiction). However, all discretionary acts, interpretations and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. No action shall be taken which would be inconsistent with the intent that the Plan remain qualified under Code section 401(a). The Plan Administrator is specifically authorized to employ or retain suitable employees, agents, and counsel as may be necessary or advisable to fulfill its responsibilities hereunder, and to pay their reasonable compensation, which may, in the discretion of the Plan Administrator and to the extent permitted by law, be reimbursed from the Trust if not paid by the Employer within 30 days after the Plan Administrator advises the Employer of the amount owed.

(3) The Plan Administrator shall serve as the designated agent for legal process under the Plan. Service of summons, subpoena, or other legal process of a court upon the Trustee in its capacity as such shall also constitute service upon the Plan.

(4) In carrying out its duties and responsibilities hereunder, the Plan Administrator shall, to the extent the Plan is subject to ERISA, act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims or, if the Plan is not subject to ERISA, in accordance with the standards of applicable law.

(c) Death or Incapacity of the Plan Administrator. If the Plan Administrator dies or becomes incapacitated and a successor Plan Administrator is not appointed in accordance with the terms of the Plan and Adoption Agreement (or other applicable procedures satisfactory to the Trustee), the Trustee may rely on the instructions of the executor or administrator of the Plan Administrator's estate in the case of death or a court-appointed guardian or conservator (or other legally authorized representative under applicable state law) in the case of incapacity, provided that such instructions are made in accordance with the terms of the Plan and in a form and manner acceptable to the Trustee. If, notwithstanding the provisions of this Article 11.2(c) the Trustee has not received proper instructions regarding the Plan and provided that the Plan is not subject to ERISA, the surviving spouse of the Plan Administrator shall be deemed to be the Plan Administrator for the limited purpose of providing distribution instructions to the Trustee.

(d) Missing Plan Administrator. The Trustee may use reasonable efforts to locate a missing Plan Administrator, including the use of a locator service. If a missing Plan Administrator is unable to be located (or if no successor Plan Administrator can be determined) notwithstanding reasonable efforts by the Trustee, the Trustee, in its sole discretion, may rely on a court order or the instructions of a Participant or, following a Beneficiary's notification to the Trustee of the death of a Participant, a Beneficiary regarding distributions from the Plan to said Participant or Beneficiary.

11.3. Transfers and Rollovers. Notwithstanding any other provision hereof, with the consent of the Trustee, the Plan shall accept transfers and rollovers as provided herein.

(a) Transfers: Plan Administrator may cause to be transferred to the Plan all or any of the assets held in any other plan which satisfies the applicable requirements of Code section 401, and which is maintained by the Employer for the benefit of any of the Participants. Any such assets so transferred shall be accompanied by written instructions from the Plan Administrator, which shall be conclusive, naming the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and identifying the assets attributable to the various contributions. The Plan Administrator, with the consent of the Trustee, may permit an Employee (whether or not a Participant) to transfer or cause to be transferred to the Plan any assets held for his benefit in a qualified plan of a former employer of his or in an individual retirement savings plan which has been used by the Employee exclusively as a conduit for a prior distribution of assets held for his benefit in his former employer's qualified plan. Such a transfer shall be made in the form of cash (excluding currency) or property permitted as an investment hereunder or readily marketable assets, either:

(1) directly between the trustee or custodian of the prior employer's plan and the Trustee, in which case the transferred assets shall be accompanied by written instructions showing separately the respective contributions by the prior employer and by the transferring Employee, and identifying the assets attributable to the various contributions; or

(2) by the Employee to the Trustee, in which case the assets transferred must be accompanied by a written representation by the Employee that the assets meet the requirements for rollover contributions set forth in Code section 402(c) and (e) or Code section 408(d)(3) (whichever is applicable).

(b) Rollover Contributions: The Plan will accept Participant rollover contributions and/or direct rollovers of distributions (including rollover contributions received by the Participant as a surviving Spouse, or a Spouse or former Spouse who is an Alternate Payee pursuant to a qualified domestic relations order) from the following types of plans:

(1) qualified plan described in Code section 401(a) or 403(a), excluding after-tax employee contributions;

(2) an annuity contract described in Code section 403(b), excluding after-tax employee contributions;

(3) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(4) Participant rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Notwithstanding the foregoing, a rollover/transfer of a Roth 401(k) or Roth 403(b) contribution balance to the Plan shall be permitted in accordance with Treasury Regulations or applicable IRS guidance under the rules of Code section 402(c) after both (i) the Roth Effective Date and (ii) the establishment of a Designated Roth Contribution account under the Plan for the benefit of the Participant making the rollover/transfer. No rollover/transfer contribution may be made to the Plan unless such contribution has been approved by the Plan Administrator. The Trustee shall not accept assets unless they are in a medium proper for investment hereunder or in cash (excluding currency). It shall hold the assets for investment in accordance with the provisions of Article 6, and shall in accordance with the written instructions of the Employer make appropriate credits to the Employer Contribution Account of the Employee for whose benefit assets have been transferred or such other account and/or subaccount as the Plan Administrator may deem appropriate. Any amounts so credited as contributions previously made by an employer or by an Employee under a transferor plan, as specified by the Employer, shall be treated as contributions previously made under the Plan by the Employer or by the Employee, as the case may be. For purposes of Article 4.15 concerning withdrawal of Employee nondeductible contributions, employee nondeductible contributions made by an Employee under any other plan and transferred to this Plan pursuant to paragraph (a) of this Article 11.3 shall be considered Employee nondeductible contributions held under this Plan pursuant to Article 4.15.

Subject to the provisions of the Trust Agreement, the Plan Administrator may direct the Trustee to transfer assets held in the Trust for the account of a former Participant to the custodian or trustee of any other plan or plans maintained by the employer of the former Participant for the benefit of the former Participant, or to the custodian or trustee of an individual retirement plan established by the former Participant, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code. The assets so transferred shall be accompanied by written instructions from the Employer naming the person for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by the Participant, and identifying the assets attributable to the various contributions. If the Employer transfers the assets of the Plan to another custodian or trustee, the Employer shall be responsible for ensuring that the Accounts of all Participants, former Participants, and Beneficiaries are also transferred to such custodian or trustee at the same time. The Trustee shall have no further liabilities under the terms of this Agreement with respect to assets so transferred.

11.4. Condition of Plan and Trust Agreement. It is a condition of the Plan, and each Employee by participating herein expressly agrees, that he shall look solely to the assets of the Trust for the payment of any benefit under the Plan.

11.5. Inalienability of Benefits. The benefits provided hereunder shall not be subject to alienation, pledge, use as security for a loan, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized; provided, however, that the rule just stated shall not apply in the case of a QDRO or any domestic relations order entered before January 1, 1985. Furthermore, notwithstanding any provisions of this Article 11.5 to the contrary, the benefits provided hereunder to a Participant may be offset pursuant to either (a) a judgment, (b) an order, (c) a decree, or (d) a settlement agreement, any of which involves the Participant's actions with respect to the Plan and otherwise satisfies the conditions of Code section 401(a)(13)(C); provided that the requirements of Code section 401(a)(13)(C) and (D) are met, to the extent they are applicable.

11.6. Governing Law. The Plan shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts to the extent not pre-empted by the laws of the United States of America (including ERISA); any provision of the Plan in conflict with applicable federal law shall survive to the extent permitted by that law. References to ERISA or to DOL Regulations or other guidance under ERISA shall apply only to the extent that the Plan is subject to ERISA and is not excluded from coverage under ERISA pursuant to DOL Regulation section 2510.3-3(b) or otherwise.

11.7. Failure of Qualification. Notwithstanding any other provision contained herein, if the Employer's plan fails to be a qualified plan under the Code, such plan can no longer participate in this Pre-Approved Plan arrangement and the Provider will no longer have the authority to amend the Plan on behalf of the Employer.

11.8. Leased Employees. Any leased employee within the meaning of Code section 414(n) shall be treated as an employee of the recipient employer; however, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. The preceding sentence shall not apply to any person who would otherwise be considered a leased employee, if leased employees do not constitute more than 20 percent of the recipient's non-highly compensated workforce (as defined by Code section 414(n)(5)(C)(ii)), and such employee is covered by a money purchase pension plan providing: (a) a non-integrated employer contribution rate of at least 10 percent of compensation (as defined in Code section 415(c)(3), but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code section 125, Code section 402(e)(3), Code section 402(h)(1)(B) or Code section 403(b)), (b) immediate participation, and (c) full and immediate vesting. The term "leased employee" means any person (other than an employee of the Employer) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient employer.

11.9. USERRA – Military Service Credit and Veteran's Reemployment Rights. Notwithstanding any 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). Notwithstanding the foregoing and for all purposes other than calculating Plan contributions under Article 4, in the case of a Participant who dies on or after January 1, 2007 and while performing qualified military service as defined in Code section 414(u)(5), such Participant shall be treated as having resumed employment pursuant to this Article 11.9 on the day prior to his/her death and then terminating on account of death.

11.10. Directions, Notices and Disclosure. Any notice or other communication in connection with the Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, three business days shall have elapsed after the same shall have been deposited in the United States mail, first-class postage prepaid and registered or certified:

(a) If to the Employer or Plan Administrator, to it at the most recent address of record communicated to the Trustee and, if to the Employer, to the attention of the most recent contact communicated to the Trustee;

(b) If to the Trustee, to it at the address set forth in the Adoption Agreement;

or, in each case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

Any direction, notice or other communication provided to the Employer, the Plan Administrator or the Trustee by another party which is stipulated to be

in written form under the provisions of the Plan may also be provided in any medium which is permitted under applicable law or regulation. Any written communication or disclosure to Participants required under the provisions of the Plan may be provided in any other medium (electronic, telephone or otherwise) that is permitted under applicable law or regulation.

11.11. No Tax Advice. Neither the Trustee nor the Provider, nor any affiliate of either the Trustee or the Provider shall provide tax or legal advice. Employers, Plan Administrators, Participants and Beneficiaries are strongly encouraged to consult with their attorneys or tax advisors with regard to their specific situations.

11.12. Missing Participants. If a distribution is required under the terms of the Plan, the Plan Administrator shall provide the Trustee with the information necessary to make such distribution, including the last known address of the Participant or Beneficiary.

11.13. Incapacitated Participant or Beneficiary. In the event the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Plan Administrator may direct the Trustee to disburse any payments due to such Participant or Beneficiary to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient, to the extent such individual has furnished satisfactory evidence of such status to the Plan Administrator. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient. The Plan Administrator will not be liable for any payments made under this Article 11.14 and will have no obligation to inquire as to the competence of an individual entitled to receive any payments under this Section.

11.14. Establishment of Trust. A Trust shall be established and maintained to accept and hold such contributions by or on behalf of Participants as may be made by the Employer together with the earnings thereon.

11.15. Exclusive Benefit and Return of Employer Contributions. In accordance with Code section 401(a)(2) and ERISA section 403(c) (if applicable), Plan assets shall be held for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan, and no such assets shall ever revert to the Employer except that if the Employer or the Plan Administrator so direct:

(a) contributions made by the Employer by mistake of fact may be returned to the Employer within 1 year of the date of payment,

(b) contributions that are conditioned on the deductibility thereof under Code section 404 may be returned to the Employer within 1 year of the disallowance of the deduction, and

(c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within 1 year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

All contributions under the Plan are hereby expressly conditioned on the initial qualification of the Plan and their deductibility under the Code.

11.16. Fees and Expenses of the Trust. The Trustee shall be entitled to the fees set forth in the materials provided to Participants by the Trustee, as amended from time to time, and to reimbursement of all reasonable expenses incurred in the performance of its duties. If the Employer fails to pay agreed compensation or to reimburse expenses, the same shall be paid from the assets of the Trust. To the extent incurred by the Trustee, any income, gift, estate and inheritance taxes and other taxes of any kind whatsoever (including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Trust) that may be levied or assessed in respect of such assets, if allocable to specific Participants, shall be charged to their Accounts, and if not so allocable shall be charged proportionately to all Participants' Accounts. All other administrative expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall be charged proportionately to all Accounts. All such fees and taxes and other administrative expenses charged to a Participant's Account shall be collected from the amount of any contribution or distribution to be credited to such Account, or by selling assets credited to such Account, and the Trustee is expressly authorized to liquidate any assets held in a Participant's Account for the purpose of paying such amounts. The Trustee shall not be deemed to be exercising discretion by causing the sale of any such assets to pay such fees or expenses. The Employer shall be responsible for payment of any deficiency.

11.17. Use of Provider's Documentation Service. Notwithstanding any provision in this Plan to the contrary, if this Plan is provided to the Employer by a third party (e.g., a brokerage firm, an actuarial firm, an insurance company, an accounting firm, etc.) rather than by the Provider directly, and (a) such third party subsequently terminates its business relationship with the Provider for any reason, (b) the Provider subsequently terminates its business relationship with such third party for any reason, or (c) the Employer subsequently terminates its business relationship with such third party, then this Plan will no longer be considered a pre-approved plan, but rather will be considered an individually designed plan, and the Provider will have no further responsibilities or obligations with respect to the Plan or the Employer.

Article 12. Limitations on Allocations

12.1. Definitions. For purposes of this Article 12, the following terms shall have the meanings set forth below:

(a) Annual Additions. "Annual Additions" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

(1) Employer contributions, other than Catch-Up Contributions;

(2) for any Plan Year beginning after December 31, 1986, employee nondeductible contributions;

(3) forfeitures; and

(4) allocations under a simplified employee pension.

For this purpose, any Excess Amount (as defined below) applied under Article 12.2 or 12.3 in the Limitation Year (as defined below) to reduce Employer contributions shall be considered Annual Additions for such Limitation Year. Amounts allocated after March 31, 1984 to an individual medical account, as defined in Code section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as Annual Additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, are treated as Annual Additions to a defined contribution plan. A "restorative payment" as defined in Treasury Regulation section 1.415(c)-1(b)(2)(ii)(c) shall not be included as an Annual Addition.

(b) Compensation. "Compensation" means a Participant's earned income, wages, salaries, and fees for professional services and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements, and expense allowances under a nonaccountable plan (as described in Treasury Regulation section 1.62-2(c), and excluding the following:

(1) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan, or any distributions from a plan of deferred compensation;

(2) 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;

(3) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(4) other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in Code

section 403(b) (whether or not the amounts are actually excludable from the gross income of the Employee).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

For purposes of applying the limitations of this Article, Compensation paid or made available during such limitation year shall include any elective deferral (as defined in Code section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125, 132(f)(4) or 457. Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

For any Self-Employed Individual, Compensation shall mean earned income (as described in Code section 401(c)(2) and the Treasury Regulations promulgated thereunder), plus amounts deferred at the election of the Self-Employed Individual that would be includible in gross income but for the rules of Code section 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).

Compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an Employee's severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer maintaining the Plan, if:

(1) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or

(2) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued.

Any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, (a) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service; or (b) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

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

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Compensation shall be limited to amounts not in excess of the limit of Code section 401(a)(17) as amended.

(c) Deferral Ratio. "Deferral Ratio" means the ratio (expressed as a percentage) of (1) the amount of Includible Contributions made on behalf of an Eligible Participant for the Plan Year to (2) an Eligible Participant's Compensation for such Plan Year. An Eligible Participant who does not receive Includible Contributions for a Plan Year shall have a Deferral Ratio of zero.

(d) Defined Contribution Dollar Limitation. "Defined Contribution Dollar Limitation" means $40,000, as adjusted under Code section 415(d).

(e) Employer. For purposes of this Article 12, "Employer" means the employer that adopts the 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 Code section 414(o).

(f) Excess Amount. "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

(g) Excess Contributions. "Excess Contributions" means, with respect to any Plan Year, the excess of

(1) The aggregate amount of Includible Contributions actually taken into account in computing the average deferral percentage of Eligible Participants who are Highly Compensated Employees for such Plan Year, over

(2) The maximum amount of Includible Contributions permitted to be made on behalf of Highly Compensated Employees under Article 12.5 (determined by reducing Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of their Deferral Ratios, beginning with the highest of such Deferral Ratios).

(h) Excess Deferrals. "Excess Deferrals" shall mean those Elective Contributions that are includible in a Participant's gross income under Code section 402(g) to the extent such Participant's Elective Contributions for a taxable year exceed the dollar limitation under such Code section (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Code section 414(v)). Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

(i) Includible Contributions. "Includible Contributions" mean:

(1) Any Elective Contribution (other than Catch-Up Contributions) made on behalf of an Eligible Participant, including Excess Deferrals of Highly Compensated Employees, but excluding Excess Deferrals of Non-Highly Compensated Employees that arise solely from Elective Contributions made under the Plan or plans maintained by the Employer;

(2) Qualified Nonelective Employer Contributions allocated as of a date within the "testing year" and designated at the time of contribution as applying for the "ADP" test.

To be included in determining an Eligible Participant's Deferral Ratio for the Plan Year, Includible Contributions must be allocated to the Participant's Account as of a date within such Plan Year and made before the last day of the 12-month period immediately following the Plan Year to which the Includible Contributions relate.

(j) Limitation Year. "Limitation Year" means a calendar year, or the other period of 12 consecutive months elected by the Employer in the Adoption Agreement. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different period of 12 consecutive months, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(k) Pre-Approved Plan. "Pre-Approved Plan" means a plan, the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(l) Maximum Permissible Amount. "Maximum Permissible Amount" means the (i) Defined Contribution Dollar Limitation or (ii) 100 percent of the Participant's Compensation for the Limitation Year. The compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code section 401(h) or Code section 419A(f)(2)) which is otherwise treated as an Annual Addition under

Code section 415(l)(1) or Code section 419A(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year, the Maximum Permissible Amount shall not exceed the Defined Contribution Dollar Limitation multiplied by a fraction of which the numerator is equal to the number of months in the short Limitation Year, and the denominator is 12. If a plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan were amended to change its Limitation Year.

12.2. Code Section 415 Limitations; Participation Only in This Plan. If the Participant does not participate in, and has never participated in, another qualified plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)) or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year shall not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year. If, pursuant to the last sentence of the preceding paragraph or as a result of the allocation of Forfeitures, there is an Excess Amount for a Limitation Year beginning on or after July 1, 2007, such Excess Amount may be corrected through the Internal Revenue Service Employee Plans Compliance Resolution System (EPCRS) or any successor program or as otherwise permitted by Internal Revenue Service guidance.

12.3. Code Section 415 Limitations; Participation in Additional Defined Contribution Plan. This Article 12.3 applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)), or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated shall be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in Article 12.2. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year.

If a Participant's Annual Additions under this Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount shall be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified employee pension shall be deemed to have been allocated first, followed by Annual Additions to a welfare benefit fund or individual medical account, regardless of the actual allocation date.

If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the Excess Amount attributed to this Plan shall be the product of:

(a) the total Excess Amount allocated as of such date, multiplied by

(b) the ratio of (1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Pre-Approved defined contribution plans.

Any Excess Amount attributed to this Plan shall be corrected through the Internal Revenue Service Employee Plans Compliance Resolution System (EPCRS) or any successor program or as otherwise permitted by Internal Revenue Service guidance.

12.4. Code Section 402(g) Limitation on Elective Contributions. In no event shall the amount of Elective Contributions made under the Plan for a calendar year, when aggregated with the elective contributions made under any other plan maintained by the Employer or an Affiliated Employer, exceed the dollar limitation contained in Code section 402(g) in effect at the beginning of such calendar year, except to the extent permitted under Article 4.7 and Code section 414(v), if applicable. A Participant may assign to the Plan any Excess Deferrals made during a calendar year by notifying the Plan Administrator on or before March 15 following the calendar year in which the Excess Deferrals were made of the amount of the Excess Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess Deferrals that arise by taking into account only those Elective Contributions made to the Plan and those elective contributions made to any other plan maintained by the Employer of an Affiliated Employer. Notwithstanding any other provision of the Plan, Excess Deferrals, plus any income and minus any loss allocable thereto, as determined under Article 12.7, less the amount of any Excess Contributions (and allocable income) previously distributed with respect to the Participant for the Plan Year beginning with or within the taxable year, shall be distributed no later than April 15 to any Participant to whose Account Excess Deferrals were so assigned for the preceding calendar year and who claims Excess Deferrals for such calendar year. Distributions of Excess Deferrals for a year shall be made first from the Participant's Pre-Tax Elective Contribution Account, to the extent Pre-Tax Elective Contributions were made that year, unless the Participant specifies otherwise. Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the calendar year in which the Excess Deferrals were made.

12.5. Additional Limit on Elective Contributions ("ADP" Test). Except as provided in Article 12.8 below with respect to Plans providing for Safe Harbor Nonelective Employer Contributions, the Elective Contributions made with respect to a Plan Year on behalf of Eligible Participants who are Highly Compensated Employees for such Plan Year may not result in an average Deferral Ratio for such Eligible Participants that exceeds the greater of:

(a) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25; or

(b) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by two, provided that the average Deferral Ratio for Eligible Participants who are Highly Compensated Employees for the Plan Year being tested does not exceed the average Deferral Ratio for Participants who are Non-Highly Compensated Employees for the Plan Year by more than two percentage points.

The Deferral Ratios for an Eligible Participant who is a Highly Compensated Employee for the Plan Year being tested and who is eligible to have Includible Contributions allocated to his accounts under two or more cash or deferred arrangements described in Code section 401(k) that are maintained by the Employer or an Affiliated Employer, shall be determined as if such Includible Contributions were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a

single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(k).

If this Plan satisfies the requirements of Code section 401(k), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Code sections only if aggregated with this Plan, then this Article 12.5 shall be applied by determining the Deferral Ratios of Employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Code section 401(k) only if they have the same plan year.

The Employer shall maintain records sufficient to demonstrate satisfaction for the "ADP" test and the amount of Qualified Nonelective Employer Contributions used in such test.

The Trustee shall have no responsibility for conducting the ADP test or for initiating without direction from the Plan Administrator any corrective measures as a result of the Plan not satisfying the ADP test.

12.6. Allocation and Distribution of Excess Contributions. Notwithstanding any other provision of this Plan, the Excess Contributions allocable to the Account of a Participant, plus any income and minus any loss allocable thereto, as determined under Article 12.7, less any amounts previously distributed to the Participant from the Plan to correct Excess Deferrals for the Participant's taxable year ending with or within the Plan Year, shall be distributed to the Participant no later than the last day of the Plan Year immediately following the Plan Year in which the Excess Contributions were made. Distribution of Elective Contributions that are Excess Contributions shall be made from the Participant's Pre-Tax Elective Contribution Account before the Participant's Designated Roth Contribution Account, to the extent Pre-Tax Elective Contributions were made for the year, unless the Participant specifies otherwise. If such excess amounts are distributed more than 2½ months after the last day of the Plan Year in which the Excess Contributions were made, a ten-percent excise tax shall be imposed on the Employer maintaining the Plan with respect to such amounts.

The Excess Contributions allocable to a Participant's Account shall be determined by reducing the Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of the dollar amount of such Includible Contributions, beginning with the highest dollar amount. To the extent a Highly Compensated Employee has not reached his Catch-Up Contribution limit under the Plan, Excess Contributions shall be Catch-Up Contributions and will not be classified as Excess Contributions.

Excess Contributions shall be treated as Annual Additions.

12.7. Income or Loss on Excess Deferrals or Excess Contributions. The income or loss allocable to Excess Deferrals or Excess Contributions shall be determined under one of the following methods:

(a) the income or loss allocable to the Participant's Elective Contribution Account for the taxable year multiplied by a fraction, the numerator of which is the amount of the distributable contributions for the year and the denominator of which is the balance of the Participant's Elective Contribution Account, determined without regard to any income or loss occurring during the calendar year in which the Excess Deferrals distributable contributions were made.

(b) the income or loss for the calendar year in which the distributable contributions were made determined under any other reasonable method, provided that such method is used consistently for all Participants in determining the income or loss allocable to distributable contributions hereunder for the Plan Year, and is used by the Plan in allocating income or loss to Participants' Accounts.

12.8. Deemed Satisfaction of "ADP" Test. Notwithstanding any other provision of this Article 12 to the contrary, if the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions, the Plan shall be deemed to have satisfied the "actual deferral percentage" test under Code section 401(k)(3) and the Treasury Regulations thereunder for each Plan Year. The Employer shall provide a notice to each Eligible Participant during each Plan Year describing the following:

(a) the amount of the safe harbor nonelective Employer contribution to be made on behalf of Eligible Participants for the Plan Year who are Non-Highly Compensated Employees (which shall be equal to at least three percent of each such Eligible Participant's Compensation for the Plan Year);

(b) any other Employer contributions provided under the Plan and any requirements that Eligible Participants must satisfy to be entitled to receive such Employer contributions;

(c) the type and amount of Compensation that may be contributed to the Plan as Elective Contributions;

(d) the procedures for making a cash or deferred election under the Plan and the periods during which such elections may be made or changed; and

(e) the withdrawal and vesting provisions applicable to contributions under the Plan.

The descriptions required in (b) and (c) may be provided by cross references to the relevant sections of an up-to-date summary plan description. Such notice shall be written in a manner calculated to be understood by the average Eligible Participant. The Employer shall provide the notice to each Eligible Participant within one of the following periods, whichever is applicable:

(f) if the Employee is an Eligible Participant 90 days before the beginning of the Plan Year, within the period beginning 90 days and ending 30 days before the first day of the Plan Year; or

(g) if the Employee becomes an Eligible Participant after the date described in paragraph (f) above, within the period beginning 90 days before and ending on the date he becomes an Eligible Participant;

provided, however, that such notice shall not be required to be provided to an Eligible Participant earlier than is required under section 1.401(k)-3 of the Treasury Regulations.

Except as otherwise provided in Article 12.9 regarding amendments suspending or eliminating Safe Harbor Nonelective Employer Contributions, in accordance with section 1.401(k)-1(e)(7) of the Treasury Regulations, it is impermissible for the employer to use actual deferral percentage testing for a Plan Year in which it is intended for the Plan through its written terms to be a safe harbor 401(k)/profit sharing plan and the Employer fails to satisfy the requirements of such safe harbor for the Plan Year.

12.9. Changing Testing Methods. In accordance with Treas. Regs. 1.401(k)-1(e)(7), it is impermissible for the Employer to use "ADP" testing for a Plan Year in which it is intended for the plan through its written terms to be a Code section 401(k) safe harbor plan and the Employer fails to satisfy the requirements of such safe harbors for the Plan Year. Notwithstanding any other provisions of the Plan, if the Employer elects to change between the "ADP" testing method and the safe harbor testing method, the following shall apply:

(a) Except as otherwise specifically provided in this Article 12.9 or Article 12.8, or applicable regulation, the Employer may not change from the "ADP" testing method to the safe harbor testing method unless Plan provisions adopting the safe harbor testing method are adopted before the first day of the Plan Year in which they are to be effective and remain in effect for an entire 12-month Plan Year.

(b) Except as otherwise specifically provided in this Article 12.9, a Plan may not be amended during the Plan Year to discontinue Safe Harbor Nonelective Employer Contributions and revert to the "ADP" testing method for such Plan Year.

(c) A Plan may be amended to reduce or suspend Safe Harbor Nonelective Contributions during a Plan Year and revert to the "ADP" testing method for such Plan Year if either (i) the Employer provides in the notice described in Article 12.8 that the Plan may be amended during the Plan Year to reduce or suspend such contributions or (ii) the Employer is operating at an economic loss (as described in Code Section 412(c)(2)(A)), and all of the following requirements are satisfied:

(1) All Eligible Participants are provided notice of the reduction or suspension describing (i) the consequences of the amendment, (ii) the procedures for changing their salary reduction agreements, and (iii) the effective date of the reduction or suspension.

(2) The reduction or suspension of such contributions is no earlier than the later of (i) 30 days after the date the notice described in paragraph (1) is provided to Eligible Participants or (ii) the date the amendment is adopted.

(3) Eligible Participants are given a reasonable opportunity before the reduction or suspension occurs, including a reasonable period after the notice described in paragraph (1) is provided to Eligible Participants, to change their salary reduction agreements elections.

(4) The Plan satisfies the Safe Harbor Nonelective Employer Contributions provisions of the Adoption Agreement in effect prior to the amendment with respect to the safe harbor compensation (compensation meeting the requirements of section 1.401(k)-3(b)(2) of the Treasury Regulations) paid through the effective date of the amendment.

If the Employer amends its Plan in accordance with the provisions of this paragraph (c), the "ADP" test described in Article 12.5 shall be applied as if it had been in effect for the entire Plan Year using the current year testing method.

Article 13. Top-Heavy Provisions

13.1. Definitions. For purposes of this Article, the following special definitions shall apply:

(a) Determination Date. "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, "Determination Date" means the last day of that Plan Year.

(b) Key Employee. In determining whether the Plan is top-heavy for Plan Years beginning after December 31, 2001, a "Key Employee" means any Employee or Former Employee (and the Beneficiary of any such Employee) who at any time during the Plan Year that includes the Determination Date is an officer of the Employer having annual Compensation greater than $130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1 percent owner of the Employer having an annual compensation of more than $150,000.

For purposes of this paragraph (b), annual Compensation means Compensation within the meaning of Article 12.1(b).

(c) Permissive Aggregation Group. "Permissive Aggregation Group" means the Required Aggregation Group plus any other qualified plans of the Employer or an Affiliated Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.

(d) Required Aggregation Group. "Required Aggregation Group" means:

(1) Each qualified plan of the Employer or Affiliated Employer in which at least one Key Employee participates, or has participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and

(2) any other qualified plan of the Employer or Affiliated Employer which enables a plan described in Article 13.1(e)(1) above to meet the requirements of Code section 401(a)(4) or 410.

(e) Top-Heavy Plan. "Top-Heavy Plan" means a plan in which any of the following conditions exists:

(1) the Top-Heavy Ratio for the plan exceeds 60 percent and the Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;

(2) the plan is a part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60 percent; or

(3) the plan is a part of a Required Aggregation Group and a Permissive Aggregation Group and the Top-Heavy Ratio for both groups exceeds 60 percent.

(f) Top-Heavy Ratio. "Top-Heavy Ratio" means:

(1) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan which during the 1-year period ending on the determination date(s) has or has had accrued benefits, the Top-Heavy Ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) including any part of any account balance distributed in the 1-year period ending on the Determination Date(s) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), both computed in accordance with Code section 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code section 416 and the regulations thereunder.

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

(3) For purposes of (1) and (2) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code section 411(b)(1)(C).

13.2. Minimum Contribution. Except as otherwise specifically provided in this Article 13.2 and regardless of any other provision of the Plan, the minimum contribution made by the Employer on behalf of any Eligible Participant who is not a Key Employee (excluding Elective Contributions and Catch-Up Contributions), when aggregated with the Nonelective and Safe Harbor Nonelective Employer Contributions made for the Plan Year on behalf of such Eligible Participant, shall not be less than the lesser of three percent of such Participant's Compensation for the Plan Year or, in the case where neither the Employer nor any Affiliated Employer maintains a defined benefit plan which uses the Plan to satisfy Code section 401(a)(4) or 410,

the largest percentage of employer contributions (including Elective Contributions, but excluding Catch-Up Contributions) made on behalf of any Key Employee for the Plan Year, expressed as a percentage of the Key Employee's Compensation for the Plan Year.

The minimum contribution required under this Article 13.2 shall be made to the Account of an Eligible Participant even though, under other Plan provisions, the Participant would not otherwise be entitled to receive a contribution, or would have received a lesser contribution for the Plan Year; provided, however, that no minimum contribution shall be made for a Plan Year to the Account of an Active Participant who is not employed by the Employer or an Affiliated Employer on the last day of the Plan Year.

The minimum contribution for the Plan Year made on behalf of each Eligible Participant who is not a Key Employee and who is a participant in a defined benefit plan maintained by the Employer or an Affiliated Employer shall not be less than five percent of such Participant's Compensation for the Plan Year.

That portion of a Participant's Account that is attributable to minimum contributions required under this Article 13.2, to the extent required to be nonforfeitable under Code section 416(b), may not be forfeited under Code section 411(a)(3)(B).

Compensation shall generally be based on the amount actually paid to the Eligible Participant during the Plan Year.

13.3. Application. If the Plan is a non-safe harbor 401(k) plan and the Plan is or becomes a Top-Heavy Plan in any Plan Year, the provisions of this Article shall apply and shall supersede any conflicting provision of the Plan, unless the Employer maintains multiple plans and completes the 416 Alternative Minimum Contribution addendum to the Adoption Agreement to specify an alternative method of satisfying the minimum contribution requirements. If the Plan is a safe harbor 401(k) plan, a money purchase plan, or a profit sharing only plan (without a 401(k) feature), the Plan is deemed to be top heavy within the meaning of Code section 416 and satisfies the requirements for a top-heavy plan under Code section 416 and the Treasury Regulations thereunder without regard to this Article 13, unless the Employer maintains a qualified defined benefit plan that is aggregated with this Plan for top-heavy purposes.

Article 14. Transitional Rules and Protected Benefits

14.1. Applicability. The provisions of this Article 14 apply only to Employers who maintained a qualified retirement plan prior to the adoption of this Plan and which was the predecessor plan to this Plan.

14.2. Joint and Survivor Annuity Rules Applicable to Prior Participants. Any living Participant not receiving benefits on August 23, 1984, who would otherwise be entitled to but would not receive the benefits prescribed by Articles 8.3 through 8.6, must be given the opportunity to elect to have Article 8 apply, if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 Years of Service when he separated from service. Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his benefits paid in accordance with this Article 14.2. The respective opportunities to elect (as described in the two preceding sentences) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants. Notwithstanding the preceding sentences, such a Participant will not have the opportunity to have his benefits paid in accordance with this Article 14.2 if his Annuity Starting Date is later than the earlier of (i) the 90th day after notice that the forms of benefit described in this Article 14.2 will no longer be available is provided in accordance with Treasury Regulation section 1.411(d)-4 Q&A-2(e)(1)(i) and (B) the first day of the second Plan Year following the Plan Year in which such forms of benefit are eliminated by amendment.

Any Participant who has elected pursuant to the second sentence of this Article 14.2 to have Article 8 apply, and any Participant who does not so elect under the first sentence of this Article 14.2, or who meets the requirements of the first sentence except that he does not have at least 10 Years of Service when he separates from service, shall have his benefits distributed in accordance with all of the following requirements, if benefits would have been payable in the form of a life annuity:

(a) Automatic joint and survivor annuity. If benefits in the form of a life annuity become payable to a married Participant who:

(1) begins to receive payments under the Plan on or after Normal Retirement Age; or

(2) dies on or after Normal Retirement Age while still working for the Employer; or

(3) begins to receive payments on or after the qualified early retirement age; or

(4) separates from service on or after attaining Normal Retirement Age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits;

then such benefits shall be received under the Plan in the form of a qualified joint and survivor annuity, unless the Participant has elected otherwise during his election period. The election period must begin at least six months before the Participant attains the qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder shall be made in writing and may be changed by the Participant at any time.

(b) Election of early survivor annuity. A Participant who is employed after attaining the qualified early retirement age shall be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the qualified joint and survivor annuity if the Participant had retired on the day before his death. Any election under this provision shall be made in writing and may be changed by the Participant at any time.

(c) For purposes of this Article 14.2:

(1) "Qualified early retirement age" is the latest of (i) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits, (ii) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or (iii) the date the Participant begins participation.

(2) "Qualified joint and survivor annuity" is an annuity for the life of the Participant with a survivor annuity for the life of the Spouse, as described in Article 8.1(d).

(3) "Election period" begins on the later of (i) the 180th day before the Participant attains the qualified early retirement age, or (ii) the date on which participation begins, and ends on the date the Participant terminates employment.

14.3. Certain Distributions under Pre-1984 Designations. Subject to the requirements of Article 8, and notwithstanding the provisions of Article 9, distribution on behalf of any Participant, including a 5-percent owner, may be made in accordance with all of the following requirements (regardless of when such distribution commences):

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

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

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

(d) The Employee had an Account balance under the Plan as of December 31, 1983.

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

A distribution upon death shall not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee. For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the Employee or the Beneficiary to whom such distribution is being made shall 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) and (e). If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder. If a designation is revoked after the date distributions are required to begin, the Trust must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the Treasury Regulations thereunder, but for the designation described in paragraphs (b) through (e). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements in Treasury Regulation section 1.401(a)(9)-2. Any changes in the designation generally shall be considered to be a revocation of the designation, but the mere substitution or addition of another beneficiary (one originally 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 of an amount transferred or rolled over from one plan to another plan, the rules in Q&A 14 and Q&A 15 of Treasury Regulation section 1.401(a)(9)-8 shall apply.

14.4. Other Protected Benefits. If a Participant's vested Account balance is subject to any optional form of payment not currently offered under the Plan, such optional benefit will no longer be available as of the later of (A) the effective date of the Plan restatement onto this Pre-Approved Plan and (B) the date the restatement is adopted, provided that the Plan offers an otherwise identical single sum distribution option, as described in Treasury Regulation section 1.411(d)-4 Q&A-2(e)(2). If a Participant's vested Account balance is subject to an in-service withdrawal option not currently offered under the Plan, the following shall apply:

(a) If the in-service withdrawal option is conditioned on hardship (a "hardship withdrawal"), the hardship withdrawal option will no longer be available as of the later of (A) the effective date of the Plan restatement onto this Pre-Approved Plan and (B) the date the restatement is adopted.

(b) If the in-service withdrawal option is not conditioned on hardship (a "non-hardship withdrawal"), the non-hardship withdrawal option will continue in effect with respect to the Participant's vested Account balance subject to the terms of the Plan as in effect immediately prior to the effective date of the Plan restatement onto this Pre-Approved Plan

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Standardized Pre-Approved Profit Sharing Plan With CODA
FFN: 317E1080004-001 Case: 201800479 EIN: 04-3532603
Letter Serial No: Q702435a
Date of Submission: 11/05/2018

FMR LLC
245 SUMMER STREET
BOSTON, MA 02210

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:
. A copy of this letter
. A copy of the approved plan
. Copies of any subsequent amendments including their dates of adoption
. Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:
. The employer terminated the other plan before the effective date of this plan
. No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:
. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
. An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
. A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:
. If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
. If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions that are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:
. the plan is being used to amend or restate a plan of the employer which was not previously qualified
. the employer's adoption of the plan precedes the issuance of the letter
. the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
. the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Standardized Pre-Approved Money Purchase Pension Plan
FFN: 317E1080004-002 Case: 201800480 EIN: 04-3532603
Letter Serial No: Q702436a
Date of Submission: 11/05/2018

FMR LLC
245 SUMMER STREET
BOSTON, MA 02210

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:
. A copy of this letter
. A copy of the approved plan
. Copies of any subsequent amendments including their dates of adoption
. Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:
. The employer terminated the other plan before the effective date of this plan
. No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:
. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
. An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
. A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:
. If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
. If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

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The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

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