



American Bar Association Members Retirement Plan

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AMERICAN BAR ASSOCIATION

MEMBERS RETIREMENT PLAN*

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AMERICAN BAR ASSOCIATION MEMBERS RETIREMENT PLAN

ARTICLE 1

PURPOSE

This plan is a master plan sponsored by the ABA Retirement Funds (“ABA RF”) for adoption by Employers who desire to establish or continue a tax-qualified retirement plan for themselves and their eligible employees. It is intended to be and to remain qualified under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and shall be interpreted and administered in such manner as shall be necessary to maintain such qualification. This plan is an amendment and restatement of the form of the Plan that was the subject of a favorable opinion letter issued by the Internal Revenue Service on March 31, 2008, and, with respect to each Employer Plan, is effective as of the “Effective Date” (as defined below); provided, however, that:

(i) All provisions of the Plan regarding modifications required or permitted by the finalized Income Tax Regulations promulgated under section 415 of the Code shall be effective for Plan Years beginning on or after July 1, 2007;

(ii) The last sentence added to Section 2(41) regarding the definition of “Normal Retirement Age” shall be effective as of May 22, 2007.

(iii) All provisions of the Plan regarding modifications required or permitted by the Pension Protections Act of 2006 regarding: (A) qualified automatic contribution arrangements, eligible automatic contribution arrangements, and corrective distributions to comply with the actual deferral percentage test and the actual contribution percentage test shall be effective for Plan Years beginning after December 31, 2007, (B) qualified domestic relations orders under Section 11.2, hardship withdrawals for primary beneficiaries under Section 7.2, and military reservist distributions under Section 7.3(e) shall be effective as of August 17, 2006 (C) rollovers to Roth IRAs under Section 6.6 shall be effective for distributions after December 31, 2007, and (D) the required notice period under Section 6.3(b) shall be effective for Plan Years beginning after December 31, 2006;

(iv) The provisions in Section 4.2(f)(2) regarding the distribution of excess deferrals shall be effective for taxable years beginning after December 31, 2007;

(v) The provisions in Section 7.3(e) regarding special withdrawal rights during military service and the provisions in Section 8.7 regarding differential wage payments, as required or permitted by the Heroes Earnings Assistance and Relief Tax Act of 2008, shall be effective for Plan Years beginning after December 31, 2008;

(vi) The provisions in Sections 6.2(b)(2) and 6.6 regarding the waiver of required minimum distributions, as permitted by the Worker, Retiree, and Employer Recovery Act of 2008, shall be effective as of January 1, 2009;

(vii) All provisions of the Plan regarding the change in Trustee shall be effective as of July 1, 2010;

(viii) The changes to Section 7.1 restricting loans only to Participants who are current Employees and the changes to Sections 6.1(b) and 8.3(b) regarding repayment requirements shall be effective as of the date of approval of the Plan by the Internal Revenue Service;

(ix) The provisions in Section 11.14 regarding the statute of limitations and in Section 11.15 regarding forum shall be effective as of the date of approval of the Plan by the Internal Revenue Service; and

(x) The provisions in Sections 2(52), 4.4(a) and 6.6 regarding in-plan Roth rollovers are effective as of September 27, 2010.

ARTICLE 2

DEFINITIONS

As used herein the following words and phrases shall have the following respective meanings when capitalized:

(1) Accounts. The individual accounts of a Participant under the Employer Plan, namely the Employer Account, the 401(k) Employer Account, the 401(k) Salary Deferral Account, the Matching Contribution Account, the Post-Tax Employee Contribution Account, the Roth 401(k) Contribution Account, the QACA Safe Harbor Contribution Account, the Pension Transfer Account and the Rollover Account, as applicable.

(2) Adoption Agreement. The agreement (in the form provided by ABA RF for such purpose) under which the Employer has adopted this Plan and has become an Employer under the Trust. The provisions of the Adoption Agreement are incorporated by reference as a part of the Employer Plan.

(3) American Bar Association Members Defined Benefit Pension Plan. A master plan sponsored by ABA RF, designed to meet the requirements of the Code and ERISA that apply to defined benefit plans that are qualified under section 401(a) of the Code.

(4) Annuity Starting Date. The first day of the first period for which a benefit under the Plan is payable as an annuity or, in the case of a benefit under the Plan not payable in the form of an annuity, the first day on which all events have occurred that entitle the Participant to distribution of his or her Vested Portion.

(5) Beneficiary. The person or persons entitled under Section 6.4 to receive benefits under the Plan in the event of the death of a Participant.

(6) Break in Service Year. An Employment Year during which the Employee has not completed more than 500 Hours of Service. For purposes of determining whether an Employee has incurred a Break in Service Year, the Employee shall be credited with Hours of Service for any period during which the Employee (i) is in Military Service, provided that the Employee returns to the employ of an Employer within the period prescribed by laws relating to the reemployment rights of persons in Military Service, (ii) is on an uncompensated leave of absence duly granted by his or her Employer or (iii) is absent from work for any period because of (A) the Employee's pregnancy, (B) birth of the Employee's child, (C) placement of a child with the Employee in connection with the Employee's adoption of such child or (D) caring for any such child for a period beginning immediately following such birth or placement. The number of hours to be so credited shall be determined under uniform rules applied by the Employer in accordance with Income Tax Regulations, except that for purposes of clause (iii) above, the Employee shall be credited with the number of Hours of Service for which the Employee would receive credit but for such absence (or, if not known, 8 hours for each business day of such absence), (I) in the case of an Employee who would have incurred a Break in Service Year during the Employment Year in which such period of absence commenced but for the application of clause (iii) above, only for the Employment Year in which such period of absence commenced, or (II) in the case of any other Employee, only for the Employment Year immediately following the Employment Year in which such period of absence commenced. Notwithstanding the foregoing, no Hours of Service shall be credited under clause (iii) above unless the Employee timely furnishes to the Employer such information as it may reasonably require to establish to the satisfaction of the Employer the reason for such absence and its duration.

(7) Business Day. Any day on which the New York Stock Exchange is open for trading and on which the Trustee's principal office is open for business. Any notice to the Trustee received after 4:00 p.m. (Eastern time) shall be deemed received on the next Business Day.

(8) Cash Refund Annuity. An annuity payable during the lifetime of a Participant, with a single-sum payment at his or her death to his or her Beneficiary equal to the excess, if any, of the amount applied to provide the annuity over the sum of the annuity payments made during the Participant's lifetime.

(9) Code. The Internal Revenue Code of 1986, as amended.

(10) Collective Trust. The American Bar Association Members/Northern Trust Collective Trust (formerly known as the American Bar Association Members/State Street Collective Trust), a group trust established under a declaration of trust dated as of August 8, 1991, as amended and in effect from time to time.

(11) Compensation. (a) In the case of an Employee, one of the following definitions (as elected by the Employer in the Adoption Agreement):

(1) Information Required to be Reported under Code Sections 6041, 6051 and 6052 (wages, tips and other compensation as reported on Form W-2). Wages as defined in section 3401(a) of the Code and all other payments of

compensation to the Employee by the Employer (in the course of the Employer's trade or business) during the Plan Year for which the Employer is required to furnish the Employee a written statement pursuant to sections 6041(d), 6051(a)(3) and 6052 of the Code. Such wages shall be determined without regard to any provision of section 3401(a) of the Code that limits the amount of remuneration included in wages based on the nature or location of employment or the services performed (such as the exception for agricultural labor contained in section 3401(a)(2) of the Code) paid or made available to a Participant during the Plan Year.

(2) Code Section 3401(a) Wages. Wages as defined in section 3401(a) of the Code for purposes of income tax withholding at the source, but determined without regard to any provision thereof that limits the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor contained in section 3401(a)(2) of the Code) paid or made available to a Participant during the Plan Year.

(3) 415 Safe-Harbor Compensation. Wages, salaries and fees for professional services and other amounts received (without regard to whether paid in cash) or made available during the Plan Year for personal services actually rendered in the course of employment with the Employer to the extent that such amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a "nonaccountable plan" as described in section 1.62-2(c) of the Income Tax Regulations), and excluding:

(A) Employer contributions to a plan of deferred compensation (including a simplified employee pension described in section 408(k) of the Code or a simple retirement account described in section 408(p) of the Code) which are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions from a plan of deferred compensation;

(B) Amounts realized from the exercise of a nonqualified 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;

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

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

not salary reduction amounts that are described in section 125 of the Code); and

(E) Other items of remuneration that are similar to any of the items listed in Subsections (3)(A) through (3)(D) above.

(b) In the case of a Self-Employed Individual, the amount of such individual's Earned Income from the Employer.

(c) Compensation shall include only compensation that is actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) within the Plan Year, which shall be the determination period under section 414(s) of the Code for the purpose of calculating each Participant's Compensation. Notwithstanding the foregoing sentence, Compensation may include amounts which are earned during a Plan Year but not paid during such Plan Year due solely to timing of pay periods and pay dates if the Employer maintaining the Employer Plan includes such amounts on a uniform and consistent basis with respect to all similarly situated Participants, such amounts are paid in the first few weeks of the next Plan Year and such amounts are not included in more than one Plan Year. In the case of a Participant who terminates employment during the Plan Year, Compensation shall include amounts paid after such Participant's termination of employment if such amounts (i) are paid by the later of 2 ½ months after termination of employment and the end of the Plan Year that includes the date of termination of employment and (ii) are payments of regular compensation for services performed during the Participant's regular working hours or outside of such working hours, such as overtime, commissions, bonuses, and other similar payments that would have been paid to the Participant prior to a termination of employment if the Participant had continued in employment with the Employer, provided the Employer has not elected to exclude such amounts from Compensation in the Adoption Agreement.

(d) A Participant's Compensation for the Plan Year during which he or she first becomes a Participant shall include only amounts earned since the Entry Date as of which he or she became a Participant.

(e) Notwithstanding the definition selected by the Employer as described in paragraph (a) above, Compensation shall include any amount that would have been paid or made available but for a salary reduction agreement pursuant to section 125, 132(f), 401(k), 402(e)(3), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i), 408(k)(6) and 457 of the Code. For purposes of the preceding sentence and any other definitions of compensation by reference to section 415(c)(3) or section 414(s) of the Code used in the Plan, amounts contributed by an Employer under a salary reduction agreement pursuant to section 125 of the Code also shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant does not certify to the Employer that he or she has other health coverage, provided that the Employer does not request or collect other information regarding the Participant's other health coverage as part of the enrollment process for the health plan, as described in Revenue Ruling 2002-27. If so elected by the Employer in the Adoption Agreement, solely for purposes of calculating or allocating contributions and forfeitures, Compensation shall not include the following (even if includible in gross income): (i) reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare

benefits or (ii) bonuses, overtime pay or other forms of compensation specified by the Employer in the agreement; provided that the Minimum Contribution shall be calculated by reference to items described in clause (ii) above regardless of the Employer's election.

(f) The annual Compensation of an Employee taken into account under the Plan shall not exceed \$200,000, as adjusted for cost-of living increases in accordance with section 401(a)(17)(B) of the Code. If Compensation for any prior Plan Year is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for that prior Plan Year is subject to applicable annual limit in effect for such prior Plan Year.

(12) Defined Contribution Pension Plan. An Employer Plan under which contributions are made pursuant to Section 4.1(b).

(13) Disability. A Participant's total and permanent physical or mental disability that has been determined (i) by the administrator of the long-term disability plan maintained by the Participant's Employer to qualify the Participant for payments under such long-term disability plan or (ii) if the Participant's Employer does not maintain such a plan, by the Social Security Administration to qualify the Participant for Federal Social Security disability benefits. A Participant's Disability shall be deemed to occur as of the effective date determined by the administrator of the Participant's Employer's long-term disability plan or the Social Security Administration, as applicable.

(14) Earned Income. Net earnings from self-employment (as defined in section 1402(a) of the Code) in the trade or business with respect to which the Employer Plan is established for which personal services of a Self-Employed Individual are a material income-producing factor. With the exception of any amount contributed by the Employer under a salary reduction agreement and which is not includible in gross income under section 125, 132(f), 402(e)(3), 402(h)(1)(B) or 403(b) of the Code, Earned Income shall be determined without regard to any items not includible in gross income for federal income tax purposes or to the deductions related to such items and shall be reduced by any amount which constitutes an Employer contribution to any qualified plan to the extent deductible under section 404 of the Code. Net earnings from self-employment shall be determined after taking into account the deduction allowed to the Employer by section 164(f) of the Code.

(15) Effective Date. The effective date of the Employer Plan as set forth in the Adoption Agreement.

(16) Elective Contributions. Employer contributions to an Employer Plan pursuant to a Participant's election under a cash or deferred arrangement (whether or not such arrangement is a qualified cash or deferred arrangement). Elective Contributions shall include Pre-Tax Elective Contributions and Roth 401(k) Contributions. No amount that has become currently available to an Employee or that is designated or treated at the time of deferral or contribution as a Post-Tax Employee Contribution shall be treated as an Elective Contribution.

(17) Eligible Employee. An Employee other than an individual who is (a) a member of a unit the terms of whose employment are subject to a collective bargaining agreement (if retirement benefits were the subject of good faith bargaining and if no more than

two percent of the employees subject to such agreement are professionals as defined in section 1.410(b)-9 of the Income Tax Regulations) unless such agreement provides for such employee to be eligible to participate in the Employer Plan, (b) a nonresident alien within the meaning of section 7701(b)(1)(B) of the Code who receives no earned income within the meaning of section 911(d)(2) of the Code from his or her Employer which constitutes income from sources within the United States within the meaning of section 861(a)(3) of the Code or (c) an individual who perform services for the Employer pursuant to an agreement (written or oral) that specifies such services are performed by the individual as an independent contractor, or identifies the individual as an employee of an unaffiliated organization or otherwise contains an irrevocable waiver of Plan participation which was validly made prior to the Effective Date, regardless of whether such individual is at any time determined to be an Employee. With respect to a standardized Adoption Agreement, Eligible Employees shall include all employees of the Employer maintaining the Employer Plan and its Related Employers, provided that such employees meet the requirements of this Section 2(17). With respect to a nonstandardized Adoption Agreement, the Employer may specify that (i) attorneys who are not partners or shareholders of the Employer, (ii) employees of Related Employers, (iii) leased employees (as defined in section 414(n)(2) of the Code) or (iv) certain other specified categories of employees shall not be Eligible Employees.

(18) Employee. An individual whose relationship with an Employer is, under common law, that of an employee, a Self-Employed Individual or an individual who is deemed to be an employee as a result of the application of Section 8.5.

(19) Employer. Any (a) sole practitioner, partnership, corporation, limited liability company or association engaged in the practice of law that employs or includes at least one individual who is a member or associate of the American Bar Association or any organization of lawyers represented in the House of Delegates of the American Bar Association, (b) organization of lawyers represented in the House of Delegates of the American Bar Association or (c) organization that does not engage in the practice of law but is closely associated with the legal profession, that receives the approval of ABA RF, and that has as an owner or a member of its governing board a member or associate of the American Bar Association or any organization of lawyers represented in the House of Delegates of the American Bar Association or the American Bar Association that properly delivers an executed Adoption Agreement to the Trustee. The term “Employer” shall also include any successor to an organization that has adopted the Plan if such successor has agreed, or is required by operation of law, to continue the Employer Plan and Trust.

For purposes of the Plan, (a) a sole practitioner shall be deemed to be his or her own Employer, and a partnership shall be deemed to be the Employer of each Self-Employed Individual, (b) a partnership or limited liability company that has elected to be classified as an association for federal income tax purposes shall be treated as a corporation and its partners or members, as the case may be, shall be treated as employees and (c) a limited liability company that has elected to be classified as a partnership or sole proprietorship for federal income tax purposes shall be treated as such and its members shall be treated as Self-Employed Individuals.

(20) Employer Account. The account to which any Nonelective Contributions made on behalf of a Participant (other than Qualified Nonelective Contributions, Safe Harbor

Nonelective Employer Contributions, QACA Safe Harbor Nonelective Employer Contributions and SIMPLE Nonelective Contributions), and any earnings or losses thereon, are credited.

(21) Employer Plan. The Plan as adopted and maintained by an Employer, with the provisions specified in the Employer's Adoption Agreement.

(22) Employment Commencement Date. The first date an Employee performs an Hour of Service with the Employer.

(23) Employment Year. The 12-consecutive month period beginning on the day on which an Employee performs his or her first Hour of Service upon his or her employment or reemployment by the Employer and any anniversary of that day (or, if elected by the Employer in the Adoption Agreement, after such initial Employment Year, the Plan Year beginning with or within the day on which an Employee performs his or her first Hour of Service upon his or her employment or reemployment and each Plan Year thereafter).

(24) Entry Date. The Effective Date and each other date specified by the Employer in the Adoption Agreement.

(25) ERISA. The Employee Retirement Income Security Act of 1974, as amended.

(26) Fiduciary. ABA RF, the Plan Administrator and the Trustee.

(27) 401(k) Employer Account. The account to which any Qualified Nonelective Contributions, Qualified Matching Contributions, Safe Harbor Nonelective Employer Contributions, Safe Harbor Matching Contributions, SIMPLE Nonelective Contributions and SIMPLE Matching Contributions made on behalf of a Participant, and any earnings or losses thereon, are credited.

(28) 401(k) Salary Deferral Account. The account to which a Participant's Pre-Tax Elective Contributions, and any earning or losses thereon, are credited.

(29) Highly Compensated Employee. For a Plan Year, any Employee who (A) is a 5%-owner (as determined under section 416(i) of the Code) at any time during the current Plan Year or the prior Plan Year or (B) was paid compensation (as defined below) in excess of \$80,000 (as adjusted for increases in the cost of living in accordance with section 414(q)(1) of the Code) from an Employer for the prior Plan Year. Notwithstanding the foregoing, if elected by the Employer in the Adoption Agreement a Highly Compensated Employee is any Employee described in clause (A) or who was paid compensation (as defined below) in excess of the limitation described in clause (B) for the calendar year beginning with or within the prior Plan Year and, if also elected by the Employer in the Adoption Agreement, was in the top 20% of employees for the prior Plan Year (or the calendar year beginning with or within the prior Plan Year, if the other election in this subsection (29) is also made by the Employer) based on compensation. For purposes of this subsection (29) of the Plan, compensation shall mean compensation as defined in section 415(c)(3) of the Code; provided, however, with respect to a nonresident alien who is not a Participant in the Plan, compensation shall not include any

amounts paid to such nonresident alien which are (i) excludable from gross income and (ii) not effectively connected with the conduct of a trade or business within the United States.

For any Plan Year, a former Employee is a Highly Compensated Employee if he or she was a Highly Compensated Employee (determined based on the elections made by an Employer in the Adoption Agreement applicable for determining whether an Employee is a Highly Compensated Employee as in effect for such Plan Year) during the Plan Year in which he or she terminated employment with an Employer or during any Plan Year ending on or after such Employee's 55th birthday.

(30) Hours of Service. Each hour for which an Employee is directly or indirectly compensated by, or entitled to receive compensation from, the Employer. For purposes of determining the number of hours of employment to be credited to an Employee, compensation shall mean the total earnings paid, directly or indirectly, to the Employee by the Employer, including each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer.

The computation of hours of employment and the periods to which hours of employment are credited shall be determined under uniform rules adopted by the Employer in accordance with Department of Labor regulations §2530.200b-2(b), (c) and (f). The Hours of Service to be credited to an Employee shall be calculated pursuant to the method elected by the Employer in the Adoption Agreement.

In no event shall more than 501 Hours of Service be credited to an Employee for any single continuous period during which duties are not performed by the Employee.

(31) Investment Options. The investment options established and maintained under the Trust.

(32) Joint and Survivor Annuity. An annuity payable for the life of a Participant with a survivor annuity payable for the life of the Participant's Beneficiary equal to 50% or 100% (as elected by the Participant) of the amount of the annuity payable during the life of the Participant.

(33) Joint and Survivor Annuity-Period Certain. An annuity payable for the life of a Participant with a survivor annuity payable to the Participant's Beneficiary equal to 50% or 100% (as elected by the Participant) of the amount of the annuity payable during the life of the Participant, which shall continue for the remaining lifetime of the survivor or until the end of a period specified by the Participant, whichever is later. If the survivor dies before the end of the specified period, any additional payments shall be paid to the next succeeding Beneficiary for the remainder of the specified period. The specified period may be 5, 10, 15 or 20 years.

(34) Life Annuity. An annuity payable for the life of a Participant.

(35) Life Annuity-Period Certain. An annuity payable for the life of a Participant or until the end of a period specified by the Participant, whichever is later. After the Participant's death, any payments shall be paid to his or her Beneficiary for the remainder of the specified period. The specified period may be 5, 10, 15 or 20 years.

(36) Matching Contribution Account. The account to which any Matching Contributions made on behalf of a Participant (other than Qualified Matching Contributions, Safe Harbor Matching Contributions, QACA Safe Harbor Matching Contributions and SIMPLE Matching Contributions), and any earnings or losses thereon, are credited.

(37) Matching Contributions. Contributions to an Employer Plan made pursuant to Section 4.2(d).

(38) Military Service. The performance of duty by an individual on a voluntary or involuntary basis in a uniformed service (within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended).

(39) Minimum Contribution. The Employer contribution determined in accordance with Section 12.1.

(40) Nonelective Contribution. An Employer contribution (other than a Matching Contribution) which the Employee cannot elect to receive in cash from the Employer.

(41) Normal Retirement Age. A Participant's 65th birthday or such earlier age as may be specified by the Employer in the Adoption Agreement. Notwithstanding the preceding sentence, effective as of May 22, 2007, for purposes of Sections 7.3(b) and 7.3(c) of the Plan, a Participant's Normal Retirement Age shall be the later of (a) the age specified by the Employer in the Adoption Agreement, and (b) age 62.

(42) Notice. Any written notice or election to the Trustee made in accordance with the rules and procedures established by the Trustee.

(43) Owner-Employee. Any individual who is a sole proprietor, or who is a partner owning more than 10% of either the capital or profits interest of the partnership.

(44) Participant. An Eligible Employee who has satisfied the participation requirements set forth in Article 3. An individual shall cease to be a Participant at such time such individual ceases to have any Accounts under the Plan.

(45) Pension Transfer Account. The account of a Profit Sharing Plan to which assets from any Qualified Plan that has been subject to the survivor annuity requirements of sections 401(a)(11) and 417 of the Code have been transferred, and any earning or losses thereon, are credited.

(46) Period of Severance. Any period during which an Employee is not employed by the Employer or deemed to be employed by the Employer pursuant to subsection (76) of this Article 2.

(47) Plan. The American Bar Association Members Retirement Plan as herein set forth, as from time to time amended.

(48) Plan Administrator. With respect to each Employer Plan, the Employer.

(49) Plan Year. The Employer's fiscal year or the calendar year, as elected by the Employer in the Adoption Agreement, for all Employer Plans other than SIMPLE Plans, or the calendar year for any SIMPLE Plan. The Plan Year shall be used as the limitation year for purposes of section 415(c) of the Code.

(50) Post-Tax Employee Contribution Account. The account to which a Participant's Post-Tax Employee Contributions, and any earnings or losses thereon, are credited.

(51) Post-Tax Employee Contributions. Employee after-tax contributions made pursuant to Section 4.3.

(52) Pre-Tax Elective Contributions. Elective Contributions under a qualified cash or deferred arrangement which, subject to the in-Plan Roth rollover provisions of Section 4.4, are not irrevocably designated as "designated Roth contributions" within the meaning of section 402A of the Code.

(53) Profit Sharing Plan. An Employer Plan under which contributions are made pursuant to Section 4.1(a).

(54) Program Investment Policy. The investment policy for the Collective Trust, developed and approved pursuant to the agreement between the Trustee, the trustee of the Collective Trust and the ABA RF, regarding trustee, fiduciary and investment management services with respect to the ABA RF program.

(55) QACA Safe Harbor Contribution. A QACA Safe Harbor Matching Contribution or QACA Safe Harbor Nonelective Employer Contribution.

(56) QACA Safe Harbor Contribution Account. The account to which any QACA Safe Harbor Nonelective Employer Contributions and any QACA Safe Harbor Matching Contributions made on behalf of a Participant pursuant to the terms of Section 4.2(h), and any earnings or losses thereon, are credited.

(57) QACA Safe Harbor Matching Contribution. A Matching Contribution to a Profit Sharing Plan of the Employer that satisfies the requirements set forth in Section 4.2(h) and that (i) the Employee cannot elect to receive in cash from the Employer, (ii) is only distributable under the terms of such Profit Sharing Plan to Employees or their beneficiaries upon such Participant's termination of Service, attainment of Normal Retirement Age, death or Disability and (iii) is vested in accordance with the terms of the Safe Harbor Options section of the Adoption Agreement and shall be 100% vested after the completion of no more than two years of Service.

(58) QACA Safe Harbor Nonelective Employer Contribution. A Nonelective Contribution to a Profit Sharing Plan of the Employer that satisfies the requirements set forth in Section 4.2(h) and that (i) the Employee cannot elect to receive in cash from the Employer, (ii) is only distributable under the terms of such Profit Sharing Plan to Employees or their beneficiaries upon such Participant's termination of Service, attainment of Normal Retirement Age, death or Disability and (iii) is vested in accordance with the terms of the Safe Harbor Options section of

the Adoption Agreement and shall be 100% vested after the completion of no more than two years of Service.

(59) QACA Safe Harbor Plan. A Profit Sharing Plan that contains a “qualified automatic contribution arrangement” under section 401(k)(13) of the Code, is adopted pursuant to an Adoption Agreement permitting QACA Safe Harbor Contributions and is maintained by the Employer in accordance with the requirements set forth in Section 4.2(h).

(60) Qualified Defined Contribution Plan. A defined contribution plan that is a Qualified Plan.

(61) Qualified Joint and Survivor Annuity. An annuity payable for the life of the Participant with a survivor annuity payable for the life of the Participant’s spouse that is equal to 100% (or 50% if so elected by the Participant) of the amount of the annuity payable during the life of the Participant.

(62) Qualified Matching Contribution. A Matching Contribution to a Profit Sharing Plan of the Employer made by the Employer on behalf of a Participant pursuant to Section 4.2(e)(5) in accordance with applicable Income Tax Regulations that (i) the Employee cannot elect to receive in cash from the Employer, (ii) is 100% vested when made and (iii) is only distributable under the terms of such Profit Sharing Plan to Employees or their beneficiaries upon such Participant’s termination of Service, attainment of Normal Retirement Age, death or Disability.

(63) Qualified Nonelective Contributions. A Nonelective Contribution made to a Profit Sharing Plan of the Employer pursuant to Section 4.2(e)(5) and in accordance with section 401(m)(4)(C) of the Code on behalf of an Employee which (i) the Employee cannot elect to receive in cash from the Employer, (ii) is 100% vested when made, and (iii) is only distributable upon such Participant’s termination of Service, attainment of Normal Retirement Age, death or Disability.

(64) Qualified Plan. A retirement plan that is qualified under section 401(a) of the Code.

(65) Related Employer. (a) Any corporation which is a member of the same controlled group of corporations (as defined in section 414(b) of the Code) as the Employer; (b) any trade or business under common control (as defined in section 414(c) of the Code) with the Employer; (c) any organization which is a member of an affiliated service group (as defined in section 414(m) of the Code) which includes the Employer, a corporation described in clause (a) or a trade or business described in clause (b); and (d) any other entity required to be aggregated with the Employer under section 414(o) of the Code.

(66) Rollover Account. The account to which any eligible rollover contributions contributed to this Plan by the Participant pursuant to Section 4.4, and any earnings and losses thereon, are credited; provided, however, that if any portion of a Participant’s eligible rollover contributions consists of “designated Roth contributions” within the meaning of section 402A of the Code, such portion, and any earnings or losses thereon, shall be credited to a separate subaccount thereof.

(67) Rollover Contributions. Employee rollover contributions made pursuant to Section 4.4.

(68) Roth 401(k) Contributions. Elective Contributions under a qualified cash or deferred arrangement that are irrevocably designated as “designated Roth contributions” within the meaning of section 402A of the Code.

(69) Roth 401(k) Contribution Account. The account to which a Participant’s Roth 401(k) Contributions, and any earnings or losses thereon, are credited.

(70) Safe Harbor Contribution. A Safe Harbor Matching Contribution or Safe Harbor Nonelective Employer Contribution.

(71) Safe Harbor Matching Contribution. A Matching Contribution to a Profit Sharing Plan of the Employer that satisfies the requirements set forth in Section 4.2(g) and that (i) the Employee cannot elect to receive in cash from the Employer, (ii) is only distributable under the terms of such Profit Sharing Plan to Employees or their beneficiaries upon such Participant’s termination of Service, attainment of Normal Retirement Age, death or Disability and (iii) is 100% vested when made.

(72) Safe Harbor Nonelective Employer Contribution. A Nonelective Contribution to a Profit Sharing Plan (or if elected in the Adoption Agreement, to a Qualified Defined Contribution Plan) of the Employer that satisfies the requirements set forth in Section 4.2(g) and that (i) the Employee cannot elect to receive in cash from the Employer, (ii) is only distributable under the terms of such Plan to Employees or their beneficiaries upon such Participant’s termination of Service, attainment of Normal Retirement Age, death or Disability and (iii) is 100% vested when made.

(73) Safe Harbor Plan. A Profit Sharing Plan adopted pursuant to an Adoption Agreement permitting Safe Harbor Contributions that is maintained by the Employer in accordance with the requirements set forth in Section 4.2(g).

(74) Self-Employed Individual. In any taxable year, any individual who has Earned Income for such taxable year or who would have had Earned Income if the Employer had net profits for such taxable year.

(75) Self-Directed Brokerage Option. An Investment Option made available under the Trust and established by the agreement of ABA RF and the Trustee pursuant to which Participants may designate the investment of the assets of his or her Accounts in investments selected by such Participant, in accordance with the terms of the Trust and related documents.

(76) Service. The aggregate of the periods during which an Employee is employed by, or is the sole practitioner or partner of, the Employer or a Related Employer, beginning on his or her Employment Commencement Date and ending on his or her severance from employment, except as provided below. Notwithstanding the preceding sentence, Service completed prior to five (5) consecutive Periods of Severance shall be disregarded with respect to an Employee who has no Vested Portion.

For purposes of this subsection (76), an Employee shall be deemed to be employed by the Employer during (i) any period of absence from employment by an Employer which is of less than twelve months duration, (ii) the first twelve months of any period of absence from employment for any reason other than the Employee's quitting, retiring or being discharged, (iii) any period of absence from employment during which the Employee suffers from a Disability and (iv) any period of absence during which the Employee is in Military Service, provided that the Employee returns to the employ of the Employer within the period prescribed by laws relating to the reemployment rights of persons in Military Service. In addition, service for any predecessor employer shall be included in a Participant's Service if the Employer maintains the plan of such predecessor employer or if the Employer so elects in the Adoption Agreement and the Participant was employed by the predecessor employer immediately prior to his employment with the Employer without a Period of Severance.

(77) Shareholder-Employee. Any individual who is an employee or officer of an Employer that is an "S corporation" within the meaning of section 1361(a)(1) of the Code and who owns (or is considered as owning within the meaning of section 318(a)(1) of the Code) on any day of the Employer's fiscal year more than 5% of the Employer's outstanding stock.

(78) SIMPLE Matching Contribution. A Matching Contribution to a SIMPLE Plan that complies with the requirements of the Adoption Agreement and is 100% vested when made.

(79) SIMPLE Nonelective Contribution. A Nonelective Contribution to a SIMPLE Plan that complies with the requirements of the Adoption Agreement and is 100% vested when made.

(80) SIMPLE Plan. A Profit Sharing Plan containing a 401(k) arrangement, as described in Section 4.2(a), adopted pursuant to the SIMPLE 401(k) Plan Adoption Agreement that is maintained by the Employer in accordance with the provisions of sections 401(k)(11) and 401(m)(10) of the Code. An Employer maintaining a SIMPLE Plan shall not make contributions, nor shall any benefit accrue, for services during the Plan Year on behalf of any Eligible Employee under any other plan, contract, pension, or trust described in section 219(g)(5)(A) or (B) of the Code maintained by such Employer.

(81) Target Benefit Plan. An Employer Plan under which Nonelective Contributions are made pursuant to Section 4.1(c).

(82) Trust. The American Bar Association Members Retirement Trust, as amended from time to time.

(83) Trustee. The trustee of the Trust and any successor trustee or trustees.

(84) Valuation Date. Each Business Day.

(85) Vested Portion. With respect to a Participant's Employer Account, Matching Contribution Account, Pension Transfer Account and QACA Safe Harbor Contribution Account, "Vested Portion" means that percentage of such Accounts in which the Participant's rights are fully vested as determined by reference to the vesting schedule specified

in the Adoption Agreement and referenced in Article 6 and the term “Unvested Portion” means, with respect to such Accounts, the balance, if any, thereof. With respect to a Participant’s other Accounts, the term “Vested Portion” means 100% of such Accounts.

(86) Year of Eligibility Service. An Employment Year in which an Employee is credited with 1,000 or more Hours of Service, regardless of whether his or her employment continues throughout such period. Employment with any predecessor employer shall be included in a Participant’s Years of Eligibility Service if the Employer maintains the plan of such predecessor employer or if the Employer so elects in the Adoption Agreement and the Participant was employed by the predecessor employer immediately prior to his employment with the Employer without a Break in Service Year.

ARTICLE 3

ESTABLISHMENT OF THE EMPLOYER PLAN AND PARTICIPATION BY ELIGIBLE EMPLOYEES

Section 3.1 Establishment of the Plan by the Employer. (a) Promulgation of Plan. Each Employer, by executing an Adoption Agreement and delivering it to the Trustee, thereby adopts the Plan to provide retirement benefits for its Employees who are eligible to participate in the applicable Employer Plan and agrees that fees described in the prospectus forming part of the Registration Statement filed with the Securities and Exchange Commission covering units of participation in the Collective Trust shall be paid by such Employer Plan.

(b) Implementation of Plan. ABA RF has entered into a trust agreement with the Trustee establishing the Trust to implement the Employer Plans. The Trust shall be the sole funding vehicle for each Employer Plan. Each Employer shall become a party to the Trust by executing an Adoption Agreement.

(c) Substitution of Plan for Preexisting Plan. The Plan may be adopted by an Employer in substitution for any preexisting master, prototype or individually designed Qualified Plan, if the Plan as so adopted provides a benefit to each Participant immediately after adoption (if the Employer Plan then terminated) which is at least equal to the benefit the Participant would have been entitled to receive under the preexisting plan (if it had then terminated). In the case of any such substitution, the funds held for the preexisting plan shall be transferred to the Trustee as soon as practicable and credited to the appropriate Accounts of the Participants and invested in accordance with Article 6 as though such funds were contributions under this Plan.

(d) Owner-Employee Who Controls Business. Owner-Employees may be subject to certain rules regarding the establishment of the Plan and other Qualified Plans under Section 11.1.

Section 3.2 Participation By Eligible Employees In General. Each Eligible Employee who on the Effective Date has attained the age (not older than 21) and has completed the number of months of Service (which shall not exceed 24, or 12 with respect to Elective Contributions to a 401(k) arrangement, as described in Section 4.2(b)) or Years of Eligibility Service (which shall not exceed 2, or 1 with respect to Elective Contributions to a 401(k)

arrangement, as described in Section 4.2(b)) elected by the Employer in the Adoption Agreement (the “participation requirements”) shall become a Participant as of the Effective Date. Any other Eligible Employee shall become a Participant as of the first Entry Date coincident with or next following his or her satisfaction of the participation requirements. If a Rollover Contribution is made by an Eligible Employee pursuant to Section 4.4 prior to satisfaction of the participation requirements, such Eligible Employee shall be deemed to be a Participant solely with respect to such Rollover Contributions.

ARTICLE 4

CONTRIBUTIONS

Section 4.1 Employer Contributions. Subject to the limitations set forth in Section 4.5 and Article 5, an Employer shall contribute for each Plan Year such amount of Nonelective Contributions as determined on the basis of subsection (a), (b) or (c) below, depending on the form of Adoption Agreement executed by the Employer.

(a) Profit-Sharing Plan. For each Plan Year, the Employer, in its discretion, shall determine the amount of Nonelective Contributions to be contributed; provided, however, that Employer contributions to a Safe Harbor Plan, QACA Safe Harbor Plan or a SIMPLE Plan shall be made as specified in the applicable Adoption Agreement.

(b) Defined Contribution Pension Plan. For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the percentage of such Participant’s Compensation as specified in the Adoption Agreement.

(c) Target Benefit Plan. For each Plan Year, the Employer shall contribute on behalf of each Participant the amount determined in accordance with the Adoption Agreement.

The Employer shall deliver the Nonelective Contributions required pursuant to this Section 4.1 for any Plan Year to the Trustee prior to the due date, including extensions thereof, of the Employer’s federal income tax return for the fiscal year of the Employer which ends with such Plan Year.

Section 4.2 401(k) Arrangement. (a) In General. An Employer may establish a cash or deferred arrangement under section 401(k) of the Code by executing the appropriate Adoption Agreement.

(b) Elective Contributions. (1) In General. Subject to the limitations contained in this Section and in Article 5, each Participant may enter (or, if elected by the Employer in the Adoption Agreement, shall be deemed to enter) into a salary reduction agreement with his or her Employer to make Elective Contributions. A Participant who elects to make Elective Contributions (or, if elected by the Employer in the Adoption Agreement, is deemed to elect to make Elective Contributions) will be deemed to elect that such Elective Contributions be Pre-Tax Elective Contributions except to the extent such Participant affirmatively elects to make Roth 401(k) Contributions in lieu of all or a portion of any Pre-Tax Elective Contributions the Participant is otherwise eligible to make under the Plan. Except in the case of a rollover described in the first sentence of the second paragraph of Section 4.4(a),

Elective Contributions contributed to the Plan as Pre-Tax Elective Contributions may not later be reclassified as Roth 401(k) Contributions and Elective Contributions contributed to the Plan as Roth 401(k) Contributions may not later be reclassified as Pre-Tax Elective Contributions. Contributions under this Section shall be made by payroll reductions or nonperiodic transfers in accordance with rules and procedures established by the Employer. Elections to make Elective Contributions may not be made retroactively, and shall remain in effect until modified or terminated. A Participant may elect to commence, modify or terminate his or her election to make Elective Contributions at any time in accordance with the Employer's administrative procedures, but not less frequently than once during each Plan Year.

(2) Automatic Elective Contribution Increases. If the Employer has elected automatic enrollment in the Adoption Agreement such that a Participant is deemed to have entered into a salary reduction agreement, the Employer may also elect to have the percent of the deemed Elective Contributions increase each Plan Year, as provided in the Adoption Agreement.

(3) Eligible Automatic Contribution Arrangement. An Employer Plan may provide an "eligible automatic contribution arrangement," as defined in section 414(w) of the Code, if the Employer (A) elects to provide such arrangement in the Adoption Agreement, (B) complies with the regulations regarding a uniform automatic contribution percentage, as provided in the Adoption Agreement, (C) elects as the Employer Plan's default investment fund a "qualified default investment alternative," as defined in section 404(c)(5) of ERISA, and complies with the requirements thereof, and (D) provides to each Participant a comprehensive notice of the Participant's rights and obligations under the Employer Plan. Such notice shall be written in a manner calculated to be understood by the average Participant and shall be provided at least 30 days, but not more than 90 days, before the beginning of the Plan Year (or, in the case of an Eligible Employee who becomes a Participant during the Plan Year, by the day on which such Eligible Employee becomes a Participant, but not more than 90 days prior). The notice must accurately describe (i) the uniform automatic contribution percentage that will apply in the absence of an affirmative election by the Participant, (ii) the Participant's right to elect to have no Elective Contributions or a different amount of Elective Contributions made on his behalf, (iii) and how such automatic Elective Contributions shall be invested in the absence of instructions by the Participant. The Employer Plan shall allow Participants to make or modify their elections to make Elective Contributions or Post-Tax Employee Contributions during the 30-day period immediately following receipt of such notice. The eligible automatic contribution arrangement shall cover all Eligible Employees who satisfy the requirements of Section 3.2, including those Eligible Employees who make or have made an affirmative election with respect to Elective Contributions.

(c) Catch-Up Contributions. Subject to the limitation set forth in Section 4.5, all Participants who are eligible to make Elective Contributions and who have attained, or will attain, age 50 before the end of the current taxable year ("Catch-Up Eligible Participants") may make contributions in addition to those described in Section 4.2(b) in accordance with, and subject to the limitations of, section 414(v) of the Code ("Catch-Up Contributions") effective as of the date an Employer delivers to the Trustee such Catch-Up Contributions (or otherwise notifies the Trustee of its intent to offer such Catch-Up Contributions to its Catch-Up Eligible Participants). Such Catch-Up Contributions shall be treated as Pre-Tax Elective Contributions except to the extent the Participant affirmatively elects to designate all or any part of such Catch-

Up Contributions as Roth 401(k) Contributions. Such Catch-Up Contributions shall not be taken into account for purposes of Section 4.2(f)(2) and 5.4 of the Plan (implementing the limitations of section 402(g) and 415 of the Code, respectively) nor for purposes of the actual deferral percentage test or the actual contribution percentage test described in Sections 4.2(e)(3)(A) and (D) of the Plan for any Plan Year. An Employer Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 401(k)(13), 404, 410(b) or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(d) Matching Contributions. Subject to the limitations contained in this Section and Article 5, an Employer that elects to establish a cash or deferred arrangement under Section 4.2(a) may also elect to contribute Matching Contributions to the Plan in the amount determined pursuant to the Adoption Agreement. At the election of the Employer in the Adoption Agreement, Matching Contributions may be allocated on behalf of all Participants or only Participants who are not Highly Compensated Employees or, in the case of a nonstandardized Adoption Agreement, Matching Contributions may be allocated on behalf of only Participants who are credited with 1,000 Hours of Service, only Participants who are employed by the Employer on the last day of the Plan Year or only certain other categories of Participants; provided, however, that such allocation conditions shall not apply (x) to a Participant whose employment terminates during the Plan Year on account of his or her death, Disability or retirement on or after his or her Normal Retirement Age or (y) to the extent that their respective application would result in the failure of the Employer Plan to meet the requirements of section 401(a)(4) or 410(b) of the Code for the Plan Year. If the application of such allocation conditions would result in the failure of the Employer Plan to meet the requirements of section 401(a)(4) or 410(b) of the Code, determined as of the last day of the Plan Year, such allocation conditions shall not apply, respectively, beginning first with the Participant who was paid the least amount of Compensation for the Plan Year and continuing by Participant in ascending order of Compensation from the lowest to the highest until the Plan satisfies both sections 401(a)(4) and 410(b) of the Code for the Plan Year; provided, however, that if two or more Participants were paid the same amount of Compensation for the Plan Year, such allocation conditions shall not apply to any of the Participants paid such identical amount of Compensation. Notwithstanding the above, to the extent clause (y) of the second preceding sentence is considered failsafe language, such failsafe provisions are permissible only for purposes of satisfying section 401(b)(1)(A) or (B) or 401(a)(26) of the Code. Matching Contributions shall be made no later than the end of the 12-month period immediately following the Plan Year to which such contributions relate. Notwithstanding any Plan provision to the contrary, any Matching Contributions made for any Plan Year to a SIMPLE Plan, Safe Harbor Plan or a QACA Safe Harbor Plan shall be made in accordance with the provisions in the applicable Adoption Agreement.

(e) Limits on Contributions for Highly Compensated Employees. (1) Actual Deferral Percentage Test Imposed by Section 401(k)(3) of the Code. Notwithstanding the provisions of this Section, if the Elective Contributions made pursuant to this Section to an Employer Plan other than a Safe Harbor Plan, QACA Safe Harbor Plan or a SIMPLE Plan for a Plan Year fail to satisfy either of the tests set forth in paragraphs (A) and (B) of this subsection, the adjustments prescribed in paragraph (A) of subsection (4) of this Section shall be made.

(A) The HCE average deferral percentage does not exceed the NHCE average deferral percentage multiplied by 1.25.

(B) The HCE average deferral percentage (i) does not exceed the NHCE average deferral percentage by more than 2 percentage points and (ii) does not exceed two times the NHCE average deferral percentage.

(2) Actual Contribution Percentage Test Imposed by Section 401(m) of the Code. Notwithstanding the provisions of this Section, if the Post-Tax Employee Contributions made pursuant to Section 4.3 and the Matching Contributions made pursuant to Section 4.2(d) to an Employer Plan other than a Safe Harbor Plan, QACA Safe Harbor Plan or SIMPLE Plan for a Plan Year fail to satisfy either of the tests set forth in paragraphs (A) and (B) of this subsection, the adjustments prescribed in paragraph (B) of subsection (4) of this Section shall be made.

(A) The HCE average contribution percentage does not exceed the NHCE average contribution percentage multiplied by 1.25.

(B) The HCE average contribution percentage (i) does not exceed the NHCE average contribution percentage by more than 2 percentage points and (ii) does not exceed two times the NHCE average contribution percentage.

(3) Definitions and Special Rules. For purposes of this Section, the following definitions and special rules shall apply:

(A) The “actual deferral percentage test” means the tests set forth in paragraphs (A) and (B) of subsection (1) of this Section relating to Elective Contributions.

(B) The “HCE average deferral percentage” for a Plan Year is the percentage determined for the group of Eligible Employees who are eligible to make Elective Contributions for such Plan Year and who are Highly Compensated Employees for such Plan Year. Such percentage shall be equal to the average of the ratios, calculated separately for each such Eligible Employee to the nearest one-hundredth of 1 percent, of the “ADP Contributions” made by or for the benefit of such Eligible Employee under the Employer Plan (and any other plan of the Employer as described in section 1.401(k)-2(a)(3)(ii) of the Income Tax Regulations) for the current Plan Year to the total compensation for the current Plan Year paid to such Eligible Employee. For purposes of this paragraph (B), “ADP Contributions” mean (i) Elective Contributions, including Elective Contributions made with respect to compensation for services performed during the Plan Year that is paid within 2½ months after the end of the Plan Year, if any, and Excess Elective Contributions (as defined in Section 4.2(f)(2) of the Plan), irrespective of whether such Excess Elective Contributions are distributed to the Eligible Employee, but excluding any Elective Contributions taken into account for purposes of the HCE average contribution percentage in Section 4.2(e)(3)(E) below (provided the actual deferral percentage test is satisfied both with and without exclusion of such Elective Contributions) and (ii) any Qualified

Nonelective Contributions or Qualified Matching Contributions designated by the Employer for this purpose pursuant to Section 4.2(e)(5).

(C) The “NHCE average deferral percentage” for a Plan Year is the percentage determined for the group of Eligible Employees who are eligible to make Elective Contributions for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) and who were not Highly Compensated Employees for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement). Such percentage shall be equal to the average of the ratios, calculated separately for each such Eligible Employee to the nearest one-hundredth of 1 percent, of the “ADP Contributions” made by or for the benefit of such Eligible Employee under the Employer Plan for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) to the total compensation for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) paid to such Eligible Employee. For purposes of this paragraph (C), “ADP Contributions” mean (i) Elective Contributions, including Elective Contributions made with respect to compensation for services performed during the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) that is paid within 2½ months after the end of such Plan Year, if any, and Excess Elective Contributions (as defined in Section 4.2(f)(2) of the Plan) other than Excess Elective Contributions that arise solely from elective contributions made under the Employer Plan or other plans of the Employer, but excluding any Elective Contributions taken into account for purposes of the NHCE average contribution percentage in Section 4.2(e)(3)(F) below (provided the actual deferral percentage test is satisfied both with and without exclusion of such Elective Contributions) and (ii) any Qualified Nonelective Contributions or Qualified Matching Contributions designated by the Employer for this purpose pursuant to Section 4.2(e)(5).

(D) The “actual contribution percentage test” means the tests set forth in paragraphs (A) and (B) of subsection (2) of this Section relating to Post-Tax Employee Contributions and Matching Contributions.

(E) The “HCE average contribution percentage” for a Plan Year is the percentage determined for the group of Eligible Employees who are eligible to make Post-Tax Employee Contributions for such Plan Year or share in an allocation of Matching Contributions for such Plan Year (or both) and who are Highly Compensated Employees for such Plan Year. Such percentage shall be equal to the average of the ratios, calculated separately for each such Eligible Employee to the nearest one-hundredth of 1 percent, of the “ACP Contributions” made by or for the benefit of such Eligible Employee under the Employer Plan (and any other plan of the Employer as described in section 1.401(m)-2(a)(3)(ii) of the Income Tax Regulations) for the current Plan Year to the total compensation for the current Plan Year paid to such Eligible Employee. For purposes of this paragraph (E), “ACP Contributions” mean (i) Post-Tax Employee

Contributions, (ii) Matching Contributions, (iii) any Qualified Nonelective Contributions or Qualified Matching Contributions designated by the Employer for this purpose pursuant to Section 4.2(e)(5), but excluding any Qualified Matching Contributions taken into account for purposes of the HCE average deferral percentage in Section 4.2(e)(3)(B) above and (iv) in the Employer's sole discretion and to the extent permitted by Income Tax Regulations, Elective Contributions (or a portion thereof).

(F) The "NHCE average contribution percentage" for a Plan Year is the percentage determined for the group of Eligible Employees who are eligible to make Post-Tax Employee Contributions for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) or share in an allocation of Matching Contributions for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) (or both) and who were not Highly Compensated Employees for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement). Such percentage shall be equal to the average of the ratios, calculated separately for each such Eligible Employee to the nearest one-hundredth of 1 percent, of the "ACP Contributions" made by or for the benefit of such Eligible Employee under the Employer Plan for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) to the total compensation for the immediately preceding Plan Year (or the current Plan Year if so elected by the Employer in the Adoption Agreement) paid to such Eligible Employee. For purposes of this paragraph (F), "ACP Contributions" mean (i) Post-Tax Employee Contributions, (ii) Matching Contributions, (iii) any Qualified Nonelective Contributions or Qualified Matching Contributions designated by the Employer for this purpose pursuant to Section 4.2(e)(5), but excluding any Qualified Matching Contributions taken into account for purposes of the NHCE average deferral percentage in Section 4.2(e)(3)(C) above and (iv) in the Employer's sole discretion and to the extent permitted by Income Tax Regulations, Elective Contributions (or a portion thereof).

(G) The term "compensation" shall have the meaning set forth in section 414(s) of the Code or, in the discretion of the Employer, any other meaning in accordance with the Code for these purposes.

(H) If the Plan and one or more other plans of the Employer to which elective contributions, matching contributions, employee contributions or qualified nonelective or matching contributions (as such terms are defined in section 1.401(m)-5 of the Income Tax Regulations) are made are treated as one plan for purposes of section 410(b) of the Code, such plans shall be treated as one plan for purposes of this Section.

(I) For the First Plan Year (as defined in sections 1.401(k)-2(c)(2)(ii) and 1.401(m)-2(c)(2)(ii) of the Income Tax Regulations) in which the Employer permits any Participant to make Elective Contributions, Post-Tax Employee

Contributions, or receive Matching Contributions under an Employer Plan which is not a successor plan or a plan that is aggregated as described in section 1.401(k)-2(c)(2)(ii) or 1.401(m)-2(c)(2)(ii) of the Income Tax Regulations, for purposes of the actual deferral percentage test or the actual contribution percentage test (or both) the prior Plan Year's NHCE average deferral percentage and NHCE average contribution percentage shall be three (3) percent, unless the Employer elects to use the current Plan Year's percentages in the Adoption Agreement.

(4) Adjustments to Comply with Limits. This subsection sets forth the adjustments and correction methods which shall be used to comply with the actual deferral percentage test under section 401(k)(3) of the Code, and the actual contribution percentage test under section 401(m) of the Code.

(A) Adjustments to Comply with Actual Deferral Percentage Test. (i) Adjustment to Elective Contributions of Highly Compensated Employees. If it appears to the Employer that the actual deferral percentage test will not be satisfied, the Employer shall take such steps as it deems necessary or appropriate to adjust the Elective Contributions for all or a portion of such Plan Year on behalf of each Participant who is a Highly Compensated Employee to the extent necessary in order for the actual deferral percentage test to be satisfied. If, as of the end of the Plan Year, the Employer determines that, notwithstanding any adjustments made pursuant to the preceding sentence, the actual deferral percentage test was not satisfied, the Employer shall calculate a total amount by which ADP Contributions must be reduced in order to satisfy such test, in the manner prescribed by section 401(k)(8)(B) of the Code (the "excess contributions amount"). The amount to be reduced with respect to each Participant who is a Highly Compensated Employee shall be determined by first reducing the ADP Contributions of each Participant whose actual dollar amount of ADP Contributions for such Plan Year is highest until such reduced dollar amount equals the next highest actual dollar amount of ADP Contributions made for such Plan Year on behalf of any Highly Compensated Employee, or until the total reduction equals the excess contributions amount. If further reductions are necessary, then the ADP Contributions on behalf of each Participant who is a Highly Compensated Employee and whose actual dollar amount of ADP Contributions made for such Plan Year is the highest (determined after the reduction described in the preceding sentence) shall be reduced in accordance with the preceding sentence. Such reductions shall continue to be made to the extent necessary so that the total reduction equals the excess contributions amount. To the extent there is a reduction to a Participant's Elective Contributions pursuant to this subsection, the reduction shall first be made from the Participant's Roth 401(k) Contributions for the Plan Year, if any, until exhausted and then from the Participant's Pre-Tax Elective Contributions for the Plan Year.

(ii) Corrective Distributions and Forfeitures. No later than 2½ months after the end of the Plan Year (or if correction by such date is

administratively impracticable, no later than the last day of the subsequent Plan Year), the Employer shall cause (I) the amount of ADP Contributions to be returned to each affected Participant pursuant to subparagraph (A)(i) above, plus any income and minus any loss applicable thereto through the end of such Plan Year, to be distributed and (II) the amount of any corresponding Matching Contributions, plus any income and minus any loss applicable thereto, to be forfeited. Effective for Plan Years beginning after December 31, 2007, if an Employer has adopted in the Adoption Agreement and complied with the requirements of an eligible automatic contribution arrangement as set forth in Section 4.2(b)(3), “6 months” shall be substituted for “2 ½ months” in the preceding sentence. The amount of any income or loss allocable to any such reductions to be so distributed or forfeited shall be determined in the same manner as income or loss allocable to Excess Elective Contributions are determined under Section 4.2(f)(2), except that if different, the Plan Year shall be used instead of the calendar year. The amount of ADP Contributions to be distributed to a Participant hereunder shall be reduced by any excess deferrals previously distributed to such Participant pursuant to Section 4.2(f)(2) below in order to comply with the limitations of section 402(g) of the Code. The unadjusted amount of any such reductions so distributed or forfeited shall be treated as “annual additions” for purposes of Article 5 relating to the limitations under section 415 of the Code.

For purposes of this Section 4.2(e)(4)(A), ADP Contributions shall be defined as provided in Section 4.2(e)(3)(B).

(B) Adjustments to Comply with Actual Contribution Percentage Test.

(i) Adjustment to Post-Tax Employee Contribution and Matching Contributions of Highly Compensated Employees. If, as of the end of the Plan Year, after taking into account the distribution and forfeiture of Matching Contributions made on behalf of Highly Compensated Employees pursuant to paragraph (A)(ii) of this subsection (4), the Employer determines that the actual contribution percentage test was not satisfied, the Employer shall calculate a total amount by which ACP Contributions must be reduced in order to satisfy such test, in the manner prescribed by section 401(m)(6)(B) of the Code (the “excess aggregate contributions amount”). The amount to be reduced with respect to each Participant who is a Highly Compensated Employee shall be determined by first reducing the ACP Contributions for each Participant whose actual dollar amount of ACP Contributions for such Plan Year is highest until the such reduced dollar amount equals the next highest actual dollar amount of ACP Contributions made for such Plan Year on behalf of any Highly Compensated Employee, or until the total reduction equals the excess aggregate contributions amount. If further reductions are necessary, then such ACP Contributions on behalf of each Participant who is a Highly Compensated Employee and whose actual dollar amount of ACP Contributions made for such Plan Year is the highest (determined after the reduction described in the preceding sentence) shall be reduced in

accordance with the preceding sentence. Such reductions shall continue to be made to the extent necessary so that the total reduction equals the excess aggregate contributions amount.

(ii) Corrective Distributions and Forfeitures. No later than 2½ months after the end of the Plan Year (or if correction by such date is administratively impracticable, no later than the last day of the subsequent Plan Year), the Employer shall cause to be distributed to the Participant such ACP Contributions in which the Participant would have been vested had the Participant terminated employment as of the last day of such Plan Year (or on the date of the Participant's actual termination of employment, if earlier), plus any income and minus any loss allocable thereto through the end of such Plan Year, and any such ACP Contributions in which the Participant would not have been vested shall be forfeited. Effective for Plan Years beginning after December 31, 2007, if an Employer has adopted in the Adoption Agreement and complied with the requirements of an eligible automatic contribution arrangement as set forth in Section 4.2(b)(3), "6 months" shall be substituted for "2 ½ months" in the preceding sentence. The amount of any income or loss allocable to any such reductions to be so distributed or forfeited shall be determined in the same manner as income or loss allocable to Excess Elective Contributions are determined under Section 4.2(f)(2), except that if different, the Plan Year shall be used instead of the calendar year. The unadjusted amount of any such reductions so distributed or forfeited shall be treated as "annual additions" for purposes of Article 5 relating to the limitations under section 415 of the Code.

For purposes of this Section 4.2(e)(4)(B), ACP Contributions shall be defined as provided in Section 4.2(e)(3)(E).

(5) Qualified Nonelective Contributions and Qualified Matching Contributions. If the Employer elected in the Adoption Agreement to use the current year testing method for purposes of applying the actual deferral percentage and/or the actual contribution percentage, each Plan Year, the Employer may elect to make, to the extent permitted by Income Tax Regulations, additional contributions which shall be treated as Qualified Nonelective Contributions and/or Qualified Matching Contributions, for purposes of applying the actual deferral percentage test or the actual contribution percentage test or both. Such contributions shall be allocated to the class or group of Participants specified by an Employer in the manner prescribed by an Employer, in accordance with Income Tax Regulations.

(f) Annual Limit on Elective Contributions. (1) General Rule. Notwithstanding any other provision of the Plan, a Participant's Elective Contributions for any calendar year to (i) an Employer Plan other than a SIMPLE Plan shall not exceed \$15,000 (or such other limit described in section 402(g) of the Code) (as adjusted for cost-of-living increases in accordance with section 402(g)(4) of the Code) and (ii) a SIMPLE Plan shall not exceed

\$10,000 (or such other limit described in section 408(p)(2)(A)(ii) of the Code) (as adjusted for cost-of-living increases in accordance with section 408(p)(2)(E) of the Code).

(2) Correction of Excess Elective Contributions. If, for any calendar year, a Participant determines that the aggregate of the (i) Elective Contributions to this Plan and (ii) amounts contributed under other plans or arrangements described in section 401(k), 408(k), 408(p) or 403(b) of the Code will exceed the limit imposed by paragraph (1) of this subsection for the calendar year in which such contributions were made (“Excess Elective Contributions”), such Participant shall, pursuant to such rules and at such time following such calendar year as determined by the Employer, be allowed to submit a written request that the Excess Elective Contributions, plus any income and minus any loss allocable thereto, be distributed to him or her. The request shall be accompanied by the Participant’s written statement that if such Excess Elective Contributions are not distributed, such Excess Elective Contributions, when added to amounts deferred under other plans or arrangements described under section 401(k), 408(k), 408(p) or 403(b) of the Code will exceed the limit for such Participant under section 402(g) of the Code. A distribution of Excess Elective Contributions, plus any income and minus any loss allocable thereto through the end of the calendar year for which the Excess Elective Contributions are made, shall be made no later than the April 15 of the calendar year following the calendar year for which such Excess Elective Contributions were made. The amount of any income or loss allocable to such Excess Elective Contributions shall equal the amount of income or loss allocable to the Participant’s Accounts attributable to Elective Contributions for the calendar year, multiplied by a fraction, the numerator of which is the amount of such Excess Elective Contributions and the denominator of which is the sum of (i) the balance of the Participant’s Accounts attributable to Elective Contributions as of the beginning of the calendar year and (ii) the amount of Elective Contributions made by the Participant for the calendar year.

Excess Elective Contributions distributed pursuant to this subsection (f) shall first be treated as distributions from the Participant’s Roth 401(k) Contribution Account to the extent Roth 401(k) Contributions were made for the calendar year, then as distributions from the Participant’s 401(k) Salary Deferral Account to the extent Pre-Tax Elective Contributions were made for the calendar year and finally from the Participant’s Matching Contribution Account to the extent such Excess Elective Contributions exceed the sum of the balance of the Participant’s Roth 401(k) Contributions and Pre-Tax Elective Contributions for the calendar year. Notwithstanding the provisions of this paragraph, any such Excess Elective Contributions shall not be treated as “annual additions” for purposes of Article 5 to the extent such Excess Elective Contributions are distributed in accordance with section 1.402(g)-1(e)(2) or (3) of the Income Tax Regulations and shall be included in Section 4.2(d) to the extent required by Income Tax Regulations.

(g) Deemed Satisfaction for Safe Harbor Plans. (1) Deemed Satisfaction of the Actual Deferral Percentage Test Under Section 401(k)(12). Notwithstanding anything in this Section 4.2 to the contrary, an Employer Plan shall be deemed to satisfy the actual deferral percentage test, pursuant to section 401(k)(12) of the

Code, if the Employer (A) elects in the Adoption Agreement to adopt a Safe Harbor Plan for a Plan Year, (B) makes either a Safe Harbor Matching Contribution or a Safe Harbor Nonelective Employer Contribution, as provided below, and (C) provides to each Participant a comprehensive notice of the Participant's rights and obligations under the Employer Plan. Such notice shall be written in a manner calculated to be understood by the average Participant and shall be provided at least 30 days, but not more than 90 days, before the beginning of the Plan Year (or, in the case of an Eligible Employee who becomes a Participant during the Plan Year, by the day on which such Eligible Employee becomes a Participant, but not more than 90 days prior). The Employer Plan shall allow Participants to make or modify their elections to make Elective Contributions or Post-Tax Employee Contributions during the 30-day period immediately following receipt of such notice.

As elected in the Adoption Agreement, the Employer shall make either (i) a basic Safe Harbor Matching Contribution equal to 100% of a Participant's Elective Contributions not in excess of 3% of a Participant's Compensation for the Plan Year and 50% of a Participant's Elective Contributions over 3% but not in excess of 5% of a Participant's Compensation for the Plan Year, (ii) an enhanced Safe Harbor Matching Contribution, the terms of which are set forth in the Adoption Agreement or (iii) a Safe Harbor Nonelective Employer Contribution equal to at least 3% of a Participant's Compensation. At the election of the Employer, Safe Harbor Matching Contributions and Safe Harbor Nonelective Employer Contributions may be made with respect to the Plan Year as a whole or separately with respect to one or more specified payroll periods in accordance with applicable requirements. The Safe Harbor Contribution shall be made on behalf of each Participant unless the Employer elects in the Adoption Agreement to make such contribution only on behalf of each Participant who is not a Highly Compensated Employee. For purposes of this Section 4.2(g), the term "Participant" shall include each Eligible Employee who has satisfied the participation and Entry Date requirements (as described in Section 3.2), regardless of whether such Eligible Employee has elected to make Elective Contributions under the Plan.

(2) Deemed Satisfaction of the Actual Contribution Percentage Test Under Section 401(m)(11). Notwithstanding anything in this Section 4.2 to the contrary, an Employer Plan shall be deemed to satisfy the actual contribution percentage test, pursuant to section 401(m)(11) of the Code, if (A) the Employer Plan is deemed to satisfy the actual deferral percentage test in accordance with Section 4.2(g)(1) and (B) Matching Contributions are made on behalf of Participants for the Plan Year that (i) are not made with respect to Elective Contributions and Post-Tax Employee Contributions in excess of 6% of a Participant's Compensation, (ii) are not made for any Participant who is a Highly Compensated Employee at any rate of Elective Contributions or Post-Tax Employee Contributions at a rate greater than that for any Participant who is not a Highly Compensated Employee, (iii) are not made in a manner which provides a higher rate of match as a Participant's rate of Elective Contributions or Post-Tax

Employee Contributions increases and (iv) if discretionary, are not made on behalf of any Participant for a Plan Year in excess of 4% of such Participant's Compensation. However, if an Employer Plan permits Post-Tax Employee Contributions pursuant to Section 4.3, notwithstanding the foregoing sentence and the Employer's election of a Safe Harbor Plan in the Adoption Agreement, the actual contribution percentage test described in Section 4.2(e)(2) shall be applied to such Post-Tax Employee Contributions.

(h) Deemed Satisfaction for QACA Safe Harbor Plans. (1) Deemed Satisfaction of the Actual Deferral Percentage Test Under Section 401(k)(13). Notwithstanding anything in this Section 4.2 to the contrary, an Employer Plan shall be deemed to satisfy the actual deferral percentage test, pursuant to section 401(k)(13) of the Code, if the Employer (A) elects in the Adoption Agreement to adopt a QACA Safe Harbor Plan for a Plan Year, (B) provides for automatic enrollment as set forth in (h)(i) below, (C) makes either a QACA Safe Harbor Matching Contribution or a QACA Safe Harbor Nonelective Employer Contribution, (D) elects as the Employer Plan's default investment fund a "qualified default investment alternative," as defined in section 404(c)(5) of ERISA, and complies with the requirements thereof, and (E) provides to each Participant a comprehensive notice of the Participant's rights and obligations under the Employer Plan. Such notice shall be written in a manner calculated to be understood by the average Participant and shall be provided at least 30 days, but not more than 90 days, before the beginning of the Plan Year (or, in the case of an Eligible Employee who becomes a Participant during the Plan Year, by the day on which such Eligible Employee becomes a Participant, but not more than 90 days prior). The notice must accurately describe (i) the automatic contribution percentage that will apply in the absence of an affirmative election by the Participant, (ii) the Participant's right to elect to have no Elective Contributions or a different amount of Elective Contributions made on his behalf, (iii) and how such automatic Elective Contributions shall be invested in the absence of instructions by the Participant. The Employer Plan shall allow Participants to make or modify their elections to make Elective Contributions or Post-Tax Employee Contributions during the 30-day period immediately following receipt of such notice. For purposes of this Section 4.2(h), the term "Participant" shall include each Eligible Employee who has satisfied the participation and Entry Date requirements (as described in Section 3.2), regardless of whether such Eligible Employee has elected to make Elective Contributions under the Plan

(i) Automatic Enrollment. Each Employee eligible to make Elective Contributions pursuant to the provisions of the Adoption Agreement shall be deemed to have elected to make Elective Contributions in an amount equal to at least 3% and no more than 10% of his Compensation through the end of the Plan Year beginning after the Plan Year in which the first automatic Elective Contribution is made, unless and until such Employee affirmatively elects (or has affirmatively elected prior to the effective date of the Employer's adoption of the QACA Safe Harbor Plan) a different amount (including no amount)

pursuant to Section 4.2(b) of the Plan. If no such affirmative election is made, such percentage shall increase by at least 1% each Plan Year thereafter until it reaches at least 6%, but no more than 10%. The QACA Safe Harbor Plan automatic enrollment provisions shall cover all Eligible Employees who satisfy the requirements of Section 3.2, except for those Eligible Employees who make or have made an affirmative election with respect to Elective Contributions.

(ii) Withdrawal of Automatic Elective Contributions. Unless the Employer elects otherwise in the Adoption Agreement, Elective Contributions made pursuant to this Section 4.2(h), as adjusted for any investment gains or losses, may be withdrawn by the Participant pursuant to the provisions of Section 7.3(f).

(iii) QACA Safe Harbor Employer Contribution. As elected in the Adoption Agreement, the Employer shall make either (i) a basic QACA Safe Harbor Matching Contribution equal to 100% of a Participant's Elective Contributions not in excess of 1% of a Participant's Compensation for the Plan Year and 50% of a Participant's Elective Contributions over 1% but not in excess of 6% of a Participant's Compensation for the Plan Year, (ii) an enhanced QACA Safe Harbor Matching Contribution, the terms of which are set forth in the Adoption Agreement or (iii) a QACA Safe Harbor Nonelective Employer Contribution equal to at least 3% of a Participant's Compensation. At the election of the Employer, QACA Safe Harbor Matching Contributions and QACA Safe Harbor Nonelective Employer Contributions may be made with respect to the Plan Year as a whole or separately with respect to one or more specified payroll periods in accordance with applicable requirements. The QACA Safe Harbor Contribution shall be made on behalf of each Participant unless the Employer elects in the Adoption Agreement to make such contribution only on behalf of each Participant who is not a Highly Compensated Employee.

(2) Deemed Satisfaction of the Actual Contribution Percentage Test Under Section 401(m)(12). Notwithstanding anything in this Section 4.2 to the contrary, an Employer Plan shall be deemed to satisfy the actual contribution percentage test, pursuant to section 401(m)(12) of the Code, if (A) the Employer Plan is deemed to satisfy the actual deferral percentage test in accordance with Section 4.2(h)(1) and (B) Matching Contributions are made on behalf of Participants for the Plan Year that (i) are not made with respect to Elective Contributions and Post-Tax Employee Contributions in excess of 6% of a Participant's Compensation, (ii) are not made for any Participant who is a Highly Compensated Employee at any rate of Elective Contributions or Post-Tax Employee Contributions at a rate greater than that for any Eligible Employee who is not a Highly Compensated Employee, (iii) are not made in a manner which provides a higher rate of match as a Participant's rate of Elective Contributions or Post-Tax Employee Contributions increases and (iv) if discretionary, are not made

on behalf of any Participant for a Plan Year in excess of 4% of such Participant's Compensation. However, if an Employer Plan permits Post-Tax Employee Contributions pursuant to Section 4.3, notwithstanding the foregoing sentence and the Employer's election in the Adoption Agreement, the actual contribution percentage test described in Section 4.2(e)(2) shall be applied to such Post-Tax Employee Contributions.

(h) No Default to Testing under Section 4.2(e) for Safe Harbor Plans or QACA Safe Harbor Plans. In accordance with sections 1.401(k)-1(e)(7) and 1.401(m)-1(c)(2) of the Income Tax Regulations, it is impermissible for an Employer to use the tests described in Section 4.2(e) for a Plan Year in which it is intended for the Employer Plan through its written terms to be a Safe Harbor Plan or a QACA Safe Harbor Plan and the Employer fails to satisfy the requirements applicable to such Safe Harbor Plan or QACA Safe Harbor Plan for the Plan Year.

Section 4.3 Post-Tax Employee Contributions. An Employer who adopts a Profit Sharing Plan may elect in certain Adoption Agreements to permit Participants or categories of Participants specified in the Adoption Agreement to make Post-Tax Employee Contributions. The amount of Post-Tax Employee Contributions made by any Participant shall be limited in accordance with this Article and Article 5. Post-Tax Employee Contributions shall be credited to the Post-Tax Employee Contribution Account of the Participant.

Section 4.4 Rollover Contributions by Employees. (a) Requirements for Rollover Contributions. If an Eligible Employee receives an "eligible rollover distribution" (within the meaning of section 402(c)(4) of the Code) from an employer's trust described in section 401(a) of the Code which is exempt from tax under section 501(a) of the Code, a qualified annuity plan described in section 403(a) of the Code, a qualified annuity contract described in section 403(b) of the Code, an individual retirement account or annuity described in section 408 of the Code or an eligible plan described in section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, then such Eligible Employee may contribute to the Plan an amount which does not exceed the amount of such eligible rollover distribution (including the proceeds from the sale of any property received as a part of such eligible rollover distribution) in the form of a Rollover Contribution; provided, however, that if any portion of the eligible rollover distribution is attributable to after-tax contributions or designated Roth contributions (as defined in section 402A of the Code), such portion may be contributed to the Plan pursuant to this Section 4.4(a) only to the extent that such portion is transferred on behalf of the Eligible Employee directly from (i) a qualified trust (as defined in section 402(c)(8) of the Code) or an annuity contract described in section 403(b) of the Code, in the case of after-tax contributions or (ii) an "applicable retirement plan" (within the meaning of section 402A(e)(1) of the Code), in the case of designated Roth contributions.

If elected by the Employer in the Adoption Agreement, any Participant who receives an eligible rollover distribution after September 27, 2010 from an Account other than his Roth 401(k) Contribution Account may roll over such distribution to his Roth 401(k) Contribution Account within the same Employer Plan, pursuant to section 402A(c) of the Code.

The Plan shall maintain such records as are necessary for the proper reporting of such in-Plan Roth rollovers. Except as provided in the first sentence of this paragraph, Elective Contributions contributed to the Plan as Pre-Tax Elective Contributions may not later be reclassified as Roth 401(k) Contributions and Elective Contributions contributed to the Plan as Roth 401(k) Contributions may not later be reclassified as Pre-Tax Elective Contributions.

(b) Delivery of Rollover Contributions to Plan. Any Rollover Contribution pursuant to this Section shall be delivered by the Eligible Employee to the Plan on or before the 60th day after the day on which the Eligible Employee receives the distribution (or on or before such other date as may be prescribed by law). The Plan shall not accept a Rollover Contribution if, in the Trustee's judgment, accepting such contribution would cause the Plan to violate any provision of the Code or Income Tax Regulations.

Section 4.5 Limitation on Contributions of an Employer. The contribution of an Employer for any Plan Year shall not exceed the maximum amount for which a deduction is allowable to such Employer for federal income tax purposes for the fiscal year of such Employer on account of such contribution.

Any contribution made by the Employer by reason of a good faith mistake of fact, or the portion of any contribution made by the Employer which exceeds the maximum amount for which a deduction is allowable to the Employer for federal income tax purposes by reason of a good faith mistake in determining the maximum allowable deduction, shall, upon the request of the Employer, be returned by the Trustee to such Employer. The Employer's request and the return of any such contribution must be made within one (1) year after such contribution was mistakenly made or after the deduction of such excess portion of such contribution was disallowed, as the case may be. The amount to be returned to the Employer pursuant to this paragraph shall be the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not been a mistake of fact or a mistake in determining the maximum allowable deduction. Earnings attributable to the mistaken contribution shall not be returned to the Employer, but losses attributable thereto shall reduce the amount to be so returned. If the return to the Employer of the amount attributable to the mistaken contribution would cause the balance of any Participant's Accounts as of the date such amount is to be returned (determined as if such date coincided with the close of the Plan Year) to be reduced to less than what would have been the balance of such Accounts as of such date had the mistaken amount not been contributed, the amount to be returned to the Employer shall be limited so as to avoid such reduction.

In the event that the Commissioner of Internal Revenue determines that an Employer Plan is not initially qualified under the Code, any contribution made incident to the initial qualification by an Employer shall be returned to such Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing such Employer's federal income tax return for the taxable year in which the Employer Plan is adopted or such later date as the Secretary of the Treasury may prescribe.

ARTICLE 5

PARTICIPANT ACCOUNTS AND INVESTMENT ELECTIONS

Section 5.1 Participant Accounts and Investment Elections. (a) Participant Accounts. The Trustee shall establish and maintain, or cause to be established and maintained, separate accounts for each Participant. Each such separate account shall, to the extent appropriate, be composed of the following: (i) an Employer Account, to which shall be credited all Nonelective Contributions (other than Qualified Nonelective Contributions, Safe Harbor Nonelective Employer Contributions, QACA Safe Harbor Nonelective Employer Contributions and SIMPLE Nonelective Contributions), (ii) a 401(k) Employer Account, to which shall be credited all Qualified Nonelective Contributions, Qualified Matching Contributions, Safe Harbor Nonelective Employer Contributions, Safe Harbor Matching Contributions, SIMPLE Matching Contributions and SIMPLE Nonelective Contributions, (iii) a 401(k) Salary Deferral Account, to which shall be credited all Pre-Tax Elective Contributions, (iv) a Matching Contribution Account, to which shall be credited all Matching Contributions (other than Qualified Matching Contributions, Safe Harbor Matching Contributions, QACA Safe Harbor Matching Contributions and SIMPLE Matching Contributions), (v) a Post-Tax Employee Contribution Account, to which shall be credited all Post-Tax Employee Contributions, (vi) a Roth 401(k) Contribution Account, to which shall be credited all Roth 401(k) Contributions, (vii) a Rollover Account, to which shall be credited all Rollover Contributions made on behalf of a Participant, (viii) a Pension Transfer Account, to which assets from any Qualified Plan that has been subject to the survivor annuity requirements of sections 401(a)(11) and 417 of the Code have been transferred and (ix) a QACA Safe Harbor Contribution Account, to which shall be credited all QACA Safe Harbor Nonelective Employer Contributions and QACA Safe Harbor Matching Contributions.

All such accounts and subaccounts shall be for accounting purposes only, and there shall be no segregation of assets of the Trust or of any separate Investment Options among the separate accounts.

(b) Investment of Contributions. All contributions made on behalf of a Participant and any earnings therein under the Plan shall be invested in the Investment Options designated by the Participant in accordance with the rules and procedures established by the Trustee and shall remain in effect until the Participant changes such designation in accordance with the rules established by the Trustee. Any contribution for which the Trustee does not receive an investment election shall be invested in the Investment Option designated by the Employer in the Adoption Agreement for this purpose. The Trustee shall maintain individual accounts for each Participant that reflect the amount in each Investment Option attributable to each of his or her Accounts. A Participant who has elected to invest all or a portion of his or her Accounts in the Investment Option designated the Self-Directed Brokerage Option shall be entitled to appoint an agent and attorney-in-fact with full discretion, power and authority who shall direct the Trustee, upon written proof of such appointment, regarding the purchase and sale of securities thereunder.

(c) Transfers Between Investment Options. A Participant may elect to transfer all or any portion of the amounts then credited to his or her Accounts from one Investment Option to another Investment Option to the extent such transfers are permitted under

the applicable Investment Options. Such transfers shall be made in accordance with the rules and procedures established by the Trustee and the rules of (i) the Collective Trust, (ii) the Trust, (iii) any insurance contract in which Trust assets are invested, or (iv) any contract(s) entered into between ABA RF and the Trustee.

(d) Valuation of Funds and Accounts. The value of a Participant's Accounts as of any Valuation Date shall be the sum of the values of his or her investments subaccounts in each of the Participant's Employer Account, 401(k) Employer Account, 401(k) Salary Deferral Account, Matching Contribution Account, Post-Tax Employee Contribution Account, Roth 401(k) Contribution Account, Rollover Account, Pension Transfer Account and QACA Safe Harbor Contribution Account. The Trustee may furnish periodically to each Participant a statement setting forth the balances in the Accounts of such Participant. The value of an Investment Option as of any Valuation Date shall be the market value of all assets (including any uninvested cash) held by such fund as determined by the Trustee, reduced by the amount of any accrued liabilities of such fund on such Valuation Date. The Trustee's determination shall be binding and conclusive upon all parties.

Section 5.2 Allocation of Nonelective Contributions. (a) General Allocation Rules. Each Participant's allocable share (as determined below), if any, of the Nonelective Contribution pursuant to this Section 5.2 (and forfeitures, if applicable) for a Plan Year shall be credited to his or her Employer Account (except to the extent that such contribution is designated as a Qualified Nonelective Contribution, a Safe Harbor Nonelective Employer Contribution, a QACA Safe Harbor Nonelective Employer Contribution or a SIMPLE Nonelective Contribution for that Plan Year). Subject to the limitations of this Article, Nonelective Contributions (and forfeitures, if applicable) shall be allocated among the Participants who are (i) credited with at least 501 Hours of Service during the Plan Year or (ii) employed by the Employer on the last day of the Plan Year (except that such Nonelective Contribution (and forfeitures, if applicable) shall be allocated among the Participants as elected in a nonstandardized Adoption Agreement, or if no election is made in a nonstandardized Adoption Agreement, among the Participants who are (i) credited with at least 1,000 Hours of Service during the Plan Year and (ii) employed on the last day of the Plan Year); provided, however, that clauses (i) and (ii) above shall not apply (x) to a Participant whose employment terminates during the Plan Year on account of his or her death, Disability or retirement on or after his or her Normal Retirement Age or (y) to the extent that their respective application would result in the failure of the Employer Plan to meet the requirements of section 401(a)(4) or 410(b) of the Code for the Plan Year. If the application of clauses (i) and (ii) above would result in the failure of the Employer Plan to meet the requirements of section 401(a)(4) or 410(b) of the Code, such clauses shall not apply, respectively, beginning first with the Participant who was paid the least amount of Compensation for the Plan Year and continuing by Participant in ascending order of Compensation from the lowest to the highest until the Plan satisfies both sections 401(a)(4) and 410(b) of the Code for the Plan Year; provided, however, that if two or more Participants were paid the same amount of Compensation for the Plan Year, such clauses shall not apply to any of the Participants paid such identical amount of Compensation.

(b) Target Benefit Plan. If the Employer has adopted and maintains a Target Benefit Plan, allocation of Nonelective Contributions (and forfeitures, if applicable) shall be made pursuant to the provisions in the Target Benefit Plan Adoption Agreement.

(c) Profit Sharing Plan or Defined Contribution Pension Plan. If the Employer has adopted a Profit Sharing Plan or a Defined Contribution Pension Plan, allocation of Nonelective Contributions (and forfeitures, if applicable) shall be made on the basis of a Participant's Compensation, the extent to which the Employer has elected in the Adoption Agreement to integrate its Nonelective Contributions with its contributions for Old-Age, Survivors and Disability Insurance, and whether the Employer has adopted more than one Employer Plan (or, if elected by the Employer in the Adoption Agreement, (i) based on a uniform points allocation formula or (ii) based on a cross-tested allocation formula, as provided in paragraph (D) below).

Except as otherwise provided with respect to an Employer Plan that is found to be Top-Heavy in Article 12, Employer contributions (and forfeitures, if applicable) shall be allocated among all eligible Participants as follows:

(A) If the Employer has adopted and maintains a Defined Contribution Pension Plan, Nonelective Contributions (and forfeitures, if applicable) shall be allocated pursuant to the provisions in the Defined Contribution Pension Plan Adoption Agreement.

(B) If the Employer has adopted and maintains a Profit Sharing Plan and elects to make Nonelective Contributions, Nonelective Contributions (and forfeitures, if applicable) shall be allocated among all eligible Participants as follows:

(i) If an Employer elects to integrate Nonelective Contributions, Nonelective Contributions (and forfeitures, if applicable) shall be allocated first to each Participant in the proportion that the sum of each such Participant's total Compensation plus Compensation in excess of the Integration Level designated in the Adoption Agreement for the Plan Year bears to the sum of the total Compensation plus Compensation in excess of said Integration Level for all such Participants for the Plan Year; provided, however, that the amount allocated to any Participant under this paragraph shall not exceed the Maximum Disparity Rate designated in the Adoption Agreement multiplied by the sum of the Participant's total Compensation plus Compensation in excess of the Integration Level designated in the Adoption Agreement for the Plan Year. In the case of any Participant who has exceeded the Cumulative Permitted Disparity Limit set forth below, two times such Participant's total Compensation for the Plan Year shall be taken into account for purposes of this paragraph. Any remaining Nonelective Contributions (or forfeitures, if applicable) shall be allocated based on the proportion that each Participant's total Compensation for the Plan Year bears to the total Compensation of all Participants for such Plan Year.

(ii) If an Employer does not elect to integrate Nonelective Contributions, Nonelective Contributions (and forfeitures, if applicable) shall be allocated based on the proportion that each Participant's total Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year.

(C) Notwithstanding any provision in this Section 5.2(c) to the contrary, Employer contributions which are intended to be Safe Harbor Nonelective Employer Contributions, QACA Safe Harbor Nonelective Employer Contributions, or SIMPLE Nonelective Contributions shall be allocated pursuant to the applicable Adoption Agreement.

(D) Notwithstanding any provision in this Section 5.2(c) to the contrary, if the Employer has adopted the Non-Standardized Profit Sharing Plan with 401(k) Arrangement, including Safe Harbor Option, such Employer may elect in the Adoption Agreement to use an allocation formula for Employer contributions that does not satisfy the uniformity requirements for safe harbor plans under section 1.401(a)(4)-2(b)(2) or 1.401(a)(4)-3(b)(2) of the Income Tax Regulations (a "cross-tested plan"). The Employer shall determine the total amount of contributions for each Plan Year and allocate such total amount either (a) to Participant groups (the "Participant Group Allocation Method") or (b) using age weighted allocation rates (the "Age Weighted Allocation Method"), as elected in the Adoption Agreement. Employer contributions will be allocated to each Participant.

(i) Participant Group Allocation Method. If the Employer elects the Participant Group Allocation Method in the Adoption Agreement, the total Employer contribution shall be allocated first among the allocation groups in portions determined by the Employer. Then, within each allocation group, the allocated portion shall be allocated to each Participant in the ratio that such Participant's Compensation bears to the total Compensation of all Participants in the allocation group. The Employer will specify, by no later than the due date of the Employer's tax return for the year to which the Employer contribution relates, the portion of such contribution to be allocated to each Participant Allocation Group.

All Participants within the same allocation group shall have the same allocation rate. For purposes of the Participant Group Allocation Method, allocation rate shall mean the amount of contributions allocated to a Participant for a Plan Year, expressed as a percentage of Compensation. The sorting of Participants into a particular allocation group must reflect a reasonable classification of Participants and no Participant can be assigned to more than one allocation group at the same time. In the event that a Participant is assigned to more than one allocation group within a Plan Year, then the Participant's share of the Employer contribution shall be based on the Participant's Compensation

for the portion of the Plan Year that the Participant was in such allocation group.

(ii) Age Weighted Allocation Method. If the Employer elects the Age Weighted Allocation Method in the Adoption Agreement, the total Employer contribution will be allocated to each Participant such that the equivalent benefit accrual rate for each Participant is identical. The equivalent benefit accrual rate is the annual annuity commencing at the Participant's testing age (the later of the Participant's Normal Retirement Age and the Participant's current age), expressed as a percentage of the Participant's Compensation which is provided from the allocation of Employer contributions and forfeitures for the Plan Year, using standardized actuarial assumptions that satisfy section 1.401(a)(4)-12 of the Income Tax Regulations.

(iii) Minimum Allocation Gateway. Each Employer who elects to adopt a cross-tested plan, regardless of whether the Employer elects the Participant Group Allocation Method or the Age Weighted Allocation Method, shall satisfy the minimum allocation gateway requirement described in section 1.401(a)(4)-8(b)(1)(vi) of the Income Tax Regulations so that the allocation rate for any Participant who is not a Highly Compensated Employee shall not be less than the lesser of (1) one-third (1/3) of the highest allocation rate for any Highly Compensated Employee for the Plan Year and (2) 5% of such Participant's compensation for the Plan Year.

For purposes of determining whether the minimum allocation gateway has been satisfied, Employer contributions shall include all Employer contributions allocated to a Participant's Employer Account (including forfeitures), any Qualified Nonelective Employer Contributions (excluding any Qualified Nonelective Employer Contributions used to satisfy the actual deferral percentage test or actual contribution percentage test), any Safe Harbor Nonelective Employer Contributions allocated to such Participant's 401(k) Account and any QACA Safe Harbor Nonelective Employer Contributions allocated to such Participant's QACA Safe Harbor Contribution Account for the same Plan Year. A Participant's allocation rate is the sum of Employer contributions (as determined above), expressed as a percentage of his or her compensation for the Plan Year, where compensation shall mean 415 Safe-Harbor Compensation, as defined in Article 2(11)(a)(3) of the Plan.

To the extent required, each Plan Year an Employer may make an additional discretionary Employer contribution for each Participant who (1) is not a Highly Compensated Employee and (2) otherwise benefits under the Employer Plan during the Plan Year in order to satisfy the minimum allocation gateway requirement described in section 1.401(a)(4)-8(b)(1)(vi) of the Income Tax Regulations (the "Gateway

Contribution”). The Gateway Contribution shall be allocated to such Participants without regard to the conditions set forth in the Adoption Agreement (Eligibility for Employer Contributions). For this purpose, a Participant will be considered to benefit (within the meaning of section 1.410(b)-3 of the Income Tax Regulations) under the Employer Plan (within the meaning of section 1.410(b)-7 of the Income Tax Regulations) if he or she receives an allocation of Employer contributions as described above.

(d) Definitions.

(1) “Cumulative Permitted Disparity Limit” means 35 years credited to a Participant for allocation or other accrual purposes under this Plan, any other Qualified Plan or “simplified employee pension plan” (as defined in section 408(k) of the Code) (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 a Participant has not benefited under a Qualified Plan that is a defined benefit plan or a Target Benefit Plan for any year beginning on or after January 1, 1994, the Participant has no cumulative disparity limit. For purposes of this paragraph (d)(1), a Participant shall be treated as “benefiting” for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with section 1.410(b)-3(a) of the Income Tax Regulations.

(2) “Integration Level” means the “Taxable Wage Base,” as defined below, or such lesser amount elected by the Employer in the Adoption Agreement.

(3) “Taxable Wage Base” or “TWB” means the contribution and benefit base in effect under section 230 of the Social Security Act at the beginning of the Plan Year.

(4) “Maximum Disparity Rate” means the lesser of:

(i) 5.7%; and

(ii) the following applicable percentage:

(A) If the Integration Level is less than the greater of \$10,000 and 20% of the TWB, then the applicable percentage shall be 5.7%.

(B) If the Integration Level is more than the greater of \$10,000 and 20% of the TWB but less than 80% of the TWB, then the applicable percentage shall be 4.3%.

(C) If the Integration Level is more than 80% of the TWB but less than 100% of the TWB, then the applicable percentage shall be 5.4%.

Section 5.3 Allocation of Matching Contributions. Matching Contributions made on behalf of a Participant shall be allocated to that Participant’s Matching Contribution Account except to the extent that the Employer designates the contributions as Qualified Matching Contributions, Safe Harbor Matching Contributions, QACA Safe Harbor Matching

Contributions or SIMPLE Matching Contributions which contributions shall be allocated to a Participant's 401(k) Employer Account or QACA Safe Harbor Contribution Account, as applicable.

Section 5.4 Limitations on Allocations

. Notwithstanding any other provision of the Plan, except for Section 4.2(c), for each Plan Year, the aggregate "annual addition", as defined below in Section 5.6, allocated to a Participant's Accounts under the Plan and to the Participant's accounts in all other defined contribution plans maintained by the Employer and all Related Employers, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears in section 1563(a)(1) of the Code, shall not exceed the lesser of (i) \$40,000 (as adjusted for increases in the cost-of-living pursuant to section 415(d) of the Code) and (ii) 100% of the Participant's Compensation for such Plan Year; provided, however, that the limitation described in clause (ii) shall not apply to contributions for medical benefits (within the meaning of section 401(h) or 419A(f)(2) of the Code) which are otherwise treated as annual additions.

Section 5.5 Excess Amounts. (a) Determination of Excess Amounts. If the amount to be allocated to a Participant's Accounts pursuant to this Article 5 for a Plan Year would exceed the limitations set forth in this Section, the excess amount will be deemed to consist of the annual additions last allocated, except that annual additions attributable to a "simplified employee pension plan" (as defined in section 408(k) of the Code) will be deemed to have been allocated first, followed by annual additions to a welfare benefit fund (as defined in section 419(e) of the Code) or an "individual medical account" (as defined in section 415(l) of the Code), regardless of the actual allocation date. If the excess amount was allocated to a Participant's Accounts on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (i) and (ii) below:

(i) the total excess amount allocated as of such date, and

(ii) the ratio of (x) the annual additions allocated to the Participant's Accounts for the Plan Year as of such date under this Plan to (y) the total annual additions allocated to the Participant's Accounts for the Plan Year under this Plan and all the other defined contribution plans.

(b) Disposal of Excess Amount. Unless the Employer specifies another method for limiting the aggregate annual additions in the Adoption Agreement, if the amount to be allocated to a Participant's Accounts pursuant to this Article 5 for a Plan Year would exceed the limitations set forth in Section 5.4, such excess allocation shall be corrected in accordance with the Employee Plans Compliance Resolution System of the Internal Revenue Service (the "EPCRS"). Pursuant to the EPCRS, if such excess allocations consists of annual additions attributable to Elective Contributions and/or Post-Tax Employee Contributions and the Employer has not made Matching Contributions, such excess allocations shall be deemed (i) any Post-Tax Employee Contributions (plus any earnings allocable thereto) for such Plan Year, (ii) any Roth 401(k) Contributions (plus any earnings allocable thereto) for such Plan Year, (iii) any Pre-Tax Elective Contributions (plus any earnings allocable thereto) for such Plan Year, (iv) any other amounts in such Participant's Roth 401(k) Contribution Account, (v) any other amounts in such

Participant's 401(k) Salary Deferral Account and (vi) any amounts in such Participant's other Accounts, in that order. If, however, the Employer has made Matching Contributions, the above order shall be modified so that all unmatched Elective Contributions (first Roth 401(k) Contributions and then Pre-Tax Elective Contributions) shall be distributed before any matched Elective Contributions (first Roth 401(k) Contributions and then Pre-Tax Elective Contributions). Any Matching Contributions (adjusted for earnings) which constitute excess allocations shall be forfeited and placed in an unallocated account established for the purpose of holding such amounts and are to be used to reduce Employer contributions in the current and succeeding year(s). Such unallocated account is adjusted for earnings and, while amounts remain in such account, the Employer is not permitted to make contributions (other than Elective Contributions) to the Plan.

Section 5.6 Definitions. For purposes of this Article, the "annual additions" for a Plan Year to a Participant's Accounts under this Plan and under any other defined contribution plans maintained by an Employer is the sum during such Plan Year of:

- (i) the amount of the allocations made to such Participant's Accounts,
- (ii) the amount of all other employer contributions (within the meaning of section 415(c) of the Code) and forfeitures, if any, allocated to such Participant's accounts under all other defined contribution plans maintained by the Employer,
- (iii) the amount of contributions by the Participant to any such plan (but excluding any rollover contribution made to any such plan),
- (iv) amounts allocated on behalf of the Participant to any "individual medical account" (as defined in section 415(l) of the Code) which is part of a pension or annuity plan maintained by the employer,
- (v) the 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 Section 12.1(c)) under a welfare benefit fund (as defined in section 419(e) of the Code) maintained by the employer,
- (vi) mandatory employee contributions (as defined in section 411(c)(2)(C) of the Code) to a defined benefit plan, regardless of whether such plan is subject to the requirements of section 411 of the Code, and
- (vii) annual additions under an annuity contract described in section 403(b) of the Code.

For purposes of this Article 5, the term "defined contribution plan" shall have the meaning set forth in section 415(k) of the Code.

ARTICLE 6

DISTRIBUTIONS UPON TERMINATION OF SERVICE

Section 6.1 Distributions Upon Termination of Service. (a) Termination of Service under Circumstances Entitling Participant to Full Distribution of His or Her Accounts. A Participant or Beneficiary, as the case may be, shall be entitled to receive the entire balance of the Participant's Accounts if such Participant's Service terminates under any of the following circumstances:

- (1) on or after the Participant's attainment of Normal Retirement Age;
- (2) on account of the Participant's death or Disability; or

(3) after the Participant has completed the number of years of Service specified in (i) the vesting schedule elected by the Employer in the Adoption Agreement entitling the Participant to 100% of his or her Employer Account and Matching Contribution Account and, if applicable, (ii) the vesting schedule elected by the Employer in the Safe Harbor Options section of the Adoption Agreement entitling the Participant to 100% of his or her QACA Safe Harbor Contribution Account and (iii) the vesting schedule applicable to the Pension Transfer Account as provided in the Qualified Plan from which the assets were transferred.

(b) Termination of Service under Circumstances Resulting in Partial Forfeiture of the Participant's Account Balance. If a Participant's Service terminates under circumstances other than those set forth in subsection (a), then the Participant shall be entitled to receive the entire balance of such Participant's Post-Tax Employee Contribution Account, Roth 401(k) Contribution Account, 401(k) Salary Deferral Account, 401(k) Employer Account and Rollover Account plus a percentage of the balance of his or her Employer Account and Matching Contribution Account, which percentage shall be determined by reference to the number of the Participant's years of Service at the date of the Participant's termination of Service in accordance with one of the following schedules as specified in the Adoption Agreement:

<u>Years of Service</u>	<u>Schedule A</u>	<u>Schedule B</u>	<u>Schedule C</u>
Less than one year	0%	0%	0%
One year but less than two years	0%	0%	0%
Two years but less than three years	100%	20%	0%
Three years but less than four years	100%	40%	100%
Four years but less than five years	100%	60%	100%
Five years but less than six years	100%	80%	100%
Six years or more	100%	100%	100%

Schedule D: A schedule that, when compared with Schedule A, B or C, provides for a Vested Portion that is at every point in time equal to or greater than the Vested Portion prescribed under Schedule A, B or C, whichever is selected for comparison.

Schedule E: Full and immediate vesting at all times. Schedule E shall apply to each SIMPLE Plan.

The Participant shall be entitled to receive a percentage of the balance of his or her Pension Transfer Account, which percentage shall be determined by reference to the vesting schedule applicable to the Qualified Plan from which the assets were transferred.

In addition, the Participant shall be entitled to receive a percentage of the balance of his or her QACA Safe Harbor Contribution Account, which percentage shall be determined by reference to the number of the Participant's years of Service at the date of the Participant's termination of Service in accordance with the schedule specified in the Safe Harbor Options section of the Adoption Agreement; provided, however, that a Participant shall be fully vested in such account upon completion of no more than two years of Service.

The balance of the Participant's Employer Account, Matching Contribution Account, Pension Transfer Account and QACA Safe Harbor Contribution Account, as applicable, shall be charged to such account and forfeited. Such forfeiture shall occur as of the earlier of the Participant's receipt of the Vested Portion or the completion of a Period of Severance of at least five (5) years. If such Participant who received a distribution of his Vested Portion is reemployed prior to incurring five (5) consecutive Break in Service Years, such forfeiture shall be reinstated subject to the provisions of Section 8.3(b). The forfeiture shall be calculated on the basis of the Vested Portion and the value of the Accounts on the first Business Day of the first calendar month on or after the later of (i) the date the forfeiture occurs or (ii) the date of Notice to the Trustee of the forfeiture, provided, that the later of these two events occurs in the first 15 days of a month; otherwise the amount shall be calculated as of the first Business Day of the second calendar month following the later of the two events.

Subject to the limitations of Article 5, amounts forfeited by Participants during any Plan Year, together with earnings on such amounts after forfeiture, shall be invested in the Investment Option designated by the Employer in the Adoption Agreement for this purpose until reallocated in accordance with this Section and Section 8.3(b). Once a forfeiture has occurred, it shall be reallocated among eligible Participants or used to reduce Employer contributions as elected by the Employer in the Adoption Agreement. However, any forfeitures arising under a Defined Contribution Pension Plan or a Target Benefit Plan must be used to reduce Employer contributions for the following Plan Year.

Forfeitures arising under Section 4.2(e) shall also be reallocated in accordance with this Section, except that such forfeitures shall not be reallocated to the Accounts of Participants who at that time are Highly Compensated Employees.

Section 6.2 Time and Form of Distribution upon Termination of Service. (a) Form of Distribution. Subject to Section 6.3, any distribution to which a Participant or Beneficiary, as the case may be, becomes entitled upon termination of Service shall be distributed by whichever of the following forms of distribution the Participant or Beneficiary, as the case may be, elects:

(1) By payment in a single lump sum equal to the Participant's Vested Portion or such lesser amount specified by the Participant.

(2) By payment in a series of substantially equal monthly, quarterly, semi-annual or annual installment payments, such that the period of payment is projected as of the date of the first payment to be a period of at least 36 months. Such level payments shall continue until the Participant's Vested Portion is exhausted with the final payment being equal to the Participant's remaining balance of his or her Vested Portion.

(3) By payment in a series of monthly, quarterly, semi-annual or annual installment payments made over a specified period of at least 36 months duration designated by the Participant. The amount applied to provide payment in this form shall be invested in the Investment Option(s) designated by the Participant and the amount of each payment shall be determined by dividing the Participant's Vested Portion invested in such Investment Option(s) by the number of installments remaining to be paid in the payment period designated by the Participant, so that the Participant's Vested Portion is exhausted as of the end of such period.

(4) With respect only to (i) an Employer Plan which is not a Profit Sharing Plan and (ii) the Pension Transfer Account of a Profit Sharing Plan, the forms of annuity available on a fixed or variable basis shall be the Life Annuity, the Life Annuity-Period Certain, the Joint and Survivor Annuity and the Joint and Survivor Annuity-Period Certain. The forms of annuity available only on a fixed basis shall be the Qualified Joint and Survivor Annuity and the Cash Refund Annuity. Any annuity contract under which a Participant's Vested Portion is distributed shall be nontransferable and shall comply with the requirements of the Plan.

(5) In the case of a married Participant, an immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is equal to the "applicable percentage" (described below) 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 which can be purchased with the Participant's vested account balance. If the percentage of the survivor annuity is less than 75%, the "applicable percentage" is 75%. If the percentage of the survivor annuity is 75% or more, the "applicable percentage" is 50%.

A Participant may elect to receive installment payments under paragraph (2) or (3) of this subsection (a) but not under both paragraphs simultaneously. A Participant who elects level installment payments under paragraph (2) may at a later date change that election (subject to Sections 6.2(b)(2) and 6.3) (i) to increase or decrease the amount of each payment (provided that after such change the projected payment period calculated as of the date payments first began shall not be less than 36 months) or (ii) to request payment of all or any portion of the balance of his or her Vested Portion in a single sum. A Participant who elects installment payments under subsection (3) may at a later date change that election (subject to

Sections 6.2(b)(2) and 6.3) (i) to increase or decrease, but not to less than 36 months, the specified period of the installment payments or (ii) to request payment of all or any portion of the balance of his or her Vested Portion in a single sum. A change in benefit election shall be effective in accordance with the rules established by the Trustee.

Distributions shall be made first from the Participant's 401(k) Salary Deferral Account, as applicable, until exhausted and then from the Participant's Roth 401(k) Contribution Account.

(b) Time of Distribution. A Participant may elect to receive a distribution of his or her Vested Portion upon his or her termination of Service, subject to the rules of this Section 6.2(b) and the applicable requirements of any Investment Option.

(1) In General. Unless the Participant elects otherwise, distribution of a Participant's Vested Portion shall begin no later than 60 days after the end of the Plan Year which contains the latest of the Participant's (i) 65th birthday, (ii) termination of Service and (iii) 10th anniversary of the date he or she commenced participation in the Employer Plan.

(2) Required Minimum Distributions. Notwithstanding any provision of the Plan to the contrary and subject to the Qualified Joint and Survivor Annuity requirements of Section 6.3, all distributions shall be made in accordance with section 401(a)(9) of the Code and the Income Tax Regulations promulgated thereunder, including the minimum distribution incidental death benefit requirement thereof.

(A) Timing of Required Minimum Distributions / In General. As of the first distribution calendar year (as defined in Section 6.2(b)(2)(F) below), distributions to a Participant, if not made in a single lump-sum, shall only be made over (i) the life of the Participant, (ii) the joint lives of the Participant and a designated beneficiary (as defined in Section 6.2(b)(2)(F) below), (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. A Participant's entire Vested Portion shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date (as defined in Section 6.2(b)(2)(F) below). Unless the Participant's Vested Portion is distributed in the form of an annuity purchased from an insurance company or in a single lump sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with Section 6.2(b)(2)(C) through (E) below. If the Participant's Vested Portion is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance

with the requirements of section 401(a)(9) of the Code and the Income Tax Regulations promulgated thereunder.

(B) Timing of Required Minimum Distributions / Death of Participant before Distributions Begin. If a Participant dies before distributions begin, distributions shall begin not later than December 31 of the calendar year immediately following the calendar year of the Participant's death, except that (i) if the Participant's surviving spouse is the Participant's sole designated beneficiary, distribution may be deferred until December 31 of the calendar year in which the Participant would have attained age 70½ had he or she survived, if later, and (ii) if there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, or if the Participant's designated beneficiary irrevocably elects by September 30 of the year following the year of the Participant's death (or, if the Participant's spouse is the Participant's sole designated beneficiary, by the earlier of September 30 of (1) the later of (x) the calendar year after the year of the Participant's death and (y) the calendar year in which the Participant would have attained age 70½ and (2) the calendar year containing the fifth anniversary of the Participant's death) distributions shall begin and be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to such surviving spouse are required to begin, the preceding sentence, except for provision (i), shall apply as if the surviving spouse were the Participant. Distributions are considered to begin on the Participant's required beginning date; provided, however, that if the preceding sentence applies, distributions are considered to begin on the date distributions are required to begin in accordance with this Section 6.2(b)(2)(B). For purposes of Sections 6.2(b)(2)(B), (D) and (E), distributions under an annuity purchased from an insurance company are considered to begin on the date such distributions actually begin if such distributions irrevocably begin to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin in accordance with this Section 6.2(b)(2)(B)).

(C) Amount of Required Minimum Distributions during Participant's Lifetime. During a Participant's lifetime, beginning with the first distribution calendar year and continuing through the distribution calendar year that includes the Participant's date of death, the minimum amount that shall be distributed for each distribution calendar year is the lesser of (i) the quotient obtained

by dividing the Participant's account balance (as defined in Section 6.2(b)(2)(F) below) by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year and (ii) if the Participant's surviving spouse is the Participant's sole designated beneficiary, 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 Income Tax Regulations, using the Participant's and the spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(D) Amount of Required Minimum Distributions after Participant's Death / Death on or after Date Distributions Begin. If the Participant dies on or after the date distributions begin, the minimum amount that shall 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 (i) the Participant, using the age of the Participant in the year of death, reduced by one for each subsequent year, and (ii) the Participant's designated beneficiary, using the age of the designated beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. However, if the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated (i) 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 and (ii) for each distribution calendar year after the year of the surviving spouse's death, 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. If there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall 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.

(E) Amount of Required Minimum Distributions after Participant's Death / Death before Date Distributions Begin. If a Participant dies before the date distributions begin, the minimum amount that shall 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 Section 6.2(b)(2)(D) above. If 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 Vested Portion shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to such surviving spouse under Section 6.2(b)(2)(B), this Section 6.2(b)(2)(E) shall apply as if the surviving spouse were the Participant.

(F) Definitions. For purposes of this Section 6.2(b)(2), the following definitions shall apply.

(i) Account balance shall mean the balance of the Participant's Vested Portion as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (the "valuation calendar year"), adjusted for contributions, forfeitures and distributions made in the valuation calendar year after such Valuation Date. A Participant's 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.

(ii) Designated beneficiary shall mean the individual who is designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's Vested Portion and who is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4 of the Income Tax Regulations.

(iii) Distribution calendar year shall mean 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 Section 6.2(b)(2)(B) above. The required minimum distribution shall be made on or before the Participant's required beginning date for the

Participant's first distribution calendar year and by December 31 for all other distribution calendar years.

(iv) Life expectancy shall mean the life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.

(v) Required beginning date shall mean April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ and the calendar year in which the Participant terminates Service; provided, however, that required beginning date shall mean April 1 of the calendar year in which the Participant attains age 70½ in the case of a 5%-owner. A Participant is treated as a 5%-owner for purposes of this Section if such Participant is a 5%-owner as defined in section 416(i) of the Code (determined in accordance with section 416 but without regard to whether the Employer Plan is Top-Heavy) at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a 5%-owner under this Section 6.2(b)(2), they must continue to be distributed, even if the Participant ceases to be a 5%-owner in a subsequent year.

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

Notwithstanding the other requirements of this Section 6.2(b)(2) and subject to the Qualified Joint and Survivor Annuity requirements of Section 6.3, distribution on behalf of any Participant, including a 5%-owner, who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 (a "section 242(b)(2) election") shall be made in accordance with the following requirements (regardless of when such distribution begins): (i) the distribution by the Plan is one which would not have disqualified the Plan under section 401(a)(9) of the Code in effect prior to amendment by the Deficit Reduction Act of 1984; (ii) the distribution is in accordance with a method of distribution designated by the Participant whose Vested Portion is being distributed or, if applicable, by the Beneficiary of such Participant; (iii) such designation was in writing, signed by the Participant or, if applicable, the Beneficiary, and made before January 1, 1984; (iv) the Participant had accrued a benefit under the Plan as of December 31, 1983; and (v) the method of distribution designated by the Participant or, if applicable, the Beneficiary, specifies the time at which distribution shall begin, the period over which distribution shall be made, and in the case of

any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described in the preceding sentence with respect to the distributions to be made upon the death of the Participant. For any distribution which begins before January 1, 1984, but continues after December 31, 1983, the Participant, 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 of provisions (i) through (v) above.

If a designation is revoked, any subsequent distribution must satisfy the requirements of section 401(a)(9) of the Code and the Income Tax Regulations promulgated thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy section 401(a)(9) of the Code and the Income Tax Regulations promulgated thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation shall not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in section 1.401(a)(9)-8, Q&A-14 and Q&A-15, of the Income Tax Regulations, shall apply.

(H) Waiver of Requirement for 2009. Consistent with section 401(a)(9)(H) of the Code, any amount that would be a required minimum distribution described in section 401(a)(9) of the Code which is attributable to the 2009 calendar year will not be distributed to a Participant, or his designated beneficiary, as applicable, unless such individual elects to receive such distribution. In addition, the calendar year containing the fifth anniversary of the Participant's death, as described in section

6.2(b)(A) above, shall be determined without regard to calendar year 2009.

The failure of a Participant (and spouse, if applicable) to consent to a distribution when immediately distributable, within the meaning of Section 6.1, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

(c) Small Benefits Payable in Lump Sum. Notwithstanding any provision of the Plan to the contrary but subject to the Adoption Agreement, if upon termination of employment or as of the end of any Plan Year thereafter, the Participant's Vested Portion (including any amount attributable to Rollover Contributions) does not exceed \$5,000 (or such other amount prescribed by section 411(a)(11) of the Code), such amount shall be paid in a single lump sum payment as soon as administratively practicable after the end of each Plan Year; provided, however, that if a Participant's Vested Portion (including any amount attributable to Rollover Contributions) exceeds \$1,000, and the Participant does not elect (i) to receive such distribution directly or (ii) to have such distribution transferred in a direct rollover pursuant to Section 6.6, then the Trustee shall pay the distribution in a direct rollover to an individual retirement plan designated by the Trustee (an "Automatic Rollover"). The Automatic Rollover provisions of this paragraph shall not apply to distributions pursuant to this Section 6.2(c) made to a Beneficiary or an alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

Section 6.3 Applicability of Annuity Rules to Employer Plan. (a) Inapplicability of Annuity Rules. The annuity provisions of this Article shall not apply to any Employer Plan that is a Profit Sharing Plan and complies with the following provisions:

(1) The Employer Plan may not accept a transfer of assets from any Qualified Plan that has been subject to the survivor annuity requirements of sections 401(a)(11) and 417 of the Code.

(2) Each Participant's sole Beneficiary shall be his or her surviving spouse, unless (i) the spouse consents to the naming of a different or additional Beneficiary in a manner that satisfies the rules of subsection (b) for spousal consent to a Participant's waiver of the Qualified Joint and Survivor Annuity (or one of the circumstances in which no such consent is required applies).

(3) In the case of a Participant who does not elect any distribution to which such Participant becomes entitled upon termination of Service under Section 6.2(a), distribution shall be made to such Participant by payment in a lump sum pursuant to paragraph (1) of such Section.

(b) Application of Annuity Rules. This subsection (b) shall apply to any Employer Plan that is not a Profit Sharing Plan and to the Pension Transfer Account of a Profit Sharing Plan.

(1) Additional Forms of Distribution. The annuity forms of distribution described in Section 6.2(a)(4) shall apply.

(2) Automatic Annuities. If a married Participant is eligible to receive benefits under this Article, his or her Vested Portion shall be paid in the form of a Qualified Joint and Survivor Annuity (QJSA) unless he or she elects otherwise pursuant to paragraph (4) of this subsection (b). If an unmarried Participant is eligible to receive benefits under this Article, the Participant's Vested Portion shall be paid in the form of a Life Annuity unless he or she elects otherwise.

(3) Qualified Pre-Retirement Survivor Annuity (QPSA). If the Participant is married and dies prior to his or her Annuity Starting Date, then such Participant's Vested Portion shall be paid in the form of a Life Annuity providing for payment over the lifetime of the Participant's surviving spouse (unless the Participant elected that 50% or 75%, rather than 100%, of his or her Vested Portion be applied to provide his or her spouse with a survivor annuity.) Notwithstanding the foregoing, the Participant's surviving spouse may elect, in the time and manner prescribed by the Trustee, to receive payment of the Participant's Vested Portion in any other form described in Section 6.2(a) in lieu of a Life Annuity. For Plan Years beginning after December 31, 2007, if a married Participant elects to waive the qualified joint and survivor annuity, the Participant may elect the optional form of benefit under Section 6.2(a), subsection (5), at any time during the applicable election period. If the Participant timely made such election before his or her death, such election shall apply to the QPSA benefit paid to the Participant's surviving spouse.

(4) Notice to Participants of Availability of Election.

(A) QPSA. The Trustee shall provide each Participant by mail or personal delivery within the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year in which the Participant attains age 35, a written notice with a general explanation of the automatic QPSA annuity form applicable to the Participant in such manner as would be comparable to an explanation provided for meeting the requirements of subsection (B) below applicable to the QJSA. The written notice shall comply with the requirements of section 1.417(a)(3)-1 of the Income Tax Regulations.

(B) QJSA. No less than 30 days (or such shorter period as may be permitted by regulations promulgated by the U.S. Department of Treasury, and as determined by the Trustee) and no more than 180 days (90 days for Plan Years beginning before January 1, 2007) before the Annuity Starting Date, the Trustee shall give the Participant by mail or personal delivery written notice with a general description of the automatic QJSA annuity form applicable to such Participant, a general description of the circumstances under which such annuity will be purchased and general information on the amount of each payment under a typical annuity. Such notice also shall advise the Participant that, upon written request to the Trustee prior to the end of his or her election period, the Participant shall be given a written explanation in nontechnical

language of the terms and conditions of the annuity, of other methods of distribution available pursuant to Section 6.2(a) and the amount of each payment that he or she would be entitled to receive under such an annuity or under the other methods of distribution. The written notice shall comply with the requirements of section 1.417(a)(3)-1 of the Income Tax Regulations. Such notice shall be mailed or personally delivered to the Participant within 30 days from the date the Participant's written request is received by the Trustee and the Participant's election period shall end no earlier than 180 days (90 days for Plan Years beginning before January 1, 2007) after such explanation is so mailed or delivered. Notwithstanding this subsection (b)(4), a Participant may elect, with the applicable spousal consent as provided in subsection (b)(5) below, to waive the requirement that the written notice be provided no less than 30 days before the Annuity Starting Date provided that the Annuity Starting Date is more than 7 days after the written notice is provided.

(5) Election and Waiver Procedures. A Participant may elect, by Notice to the Trustee at any time within the 180-day period (90-day period for Plan Years beginning before January 1, 2007) ending on the Annuity Starting Date, to revoke the automatic QJSA annuity form under subsection (b)(2). A Participant may also elect, by Notice to the Trustee at any time beginning on the first day of the Plan Year in which the Participant attains age 35 and ending on the date of the Participant's death, to revoke the automatic QPSA annuity form under subsection (b)(3); provided, however, that if the Participant terminates employment prior to the first day of the Plan Year in which age 35 is attained, such election period shall begin on the date of termination of employment. Any revocation made pursuant to this subsection (b)(5) shall be made by delivering a Notice to the Trustee describing the election, change or revocation on a form provided by the Trustee; provided however, that if the Participant has been married for the one-year period ending on his or her Annuity Starting Date, and as a result of such revocation, the Participant's spouse would not be entitled to receive the QPSA or a survivor's benefit at least equal to that provided by the QJSA, such election shall not be effective unless it shall have been consented to, at the time of such election, revocation or change, in writing by the Participant's spouse and such consent acknowledges the effect of such revocation and is witnessed by either a Plan representative or a notary public, or it is established to the satisfaction of the Employer that such consent cannot be obtained because the Participant's spouse cannot be located or such other circumstances as may be prescribed in Income Tax Regulations. Any consent by a spouse (or establishment that such consent cannot be obtained) shall be effective only with respect to such spouse.

(c) Definition of "Spouse" or "Surviving Spouse". For purposes of Section 6.3 and wherever such terms are used in the Plan, the terms "spouse" and "surviving spouse" shall mean the spouse or surviving spouse of the Participant, provided that a former spouse shall be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse

or surviving spouse to the extent provided under a qualified domestic relations order as described in section 414(p) of the Code.

Section 6.4 Designation of Beneficiary. (a) General. Each Participant shall have the right to designate a Beneficiary or Beneficiaries (who may be designated contingently or successively and who may be an entity other than a natural person) to receive any distribution to be made under this Article upon the death of such Participant, provided, however, that no such designation shall be effective if the Participant was married on the date of the Participant's death unless it satisfies the conditions of Section 6.3(b) for spousal consent. The marriage of a Participant shall be deemed to revoke the Participant's prior designation of a Beneficiary and, unless otherwise specified in a qualified domestic relations order, a divorce shall be deemed to revoke any prior designation of the Participant's divorced spouse as Beneficiary if written evidence of such marriage or divorce shall be received by the Employer before distribution shall have been made in accordance with such designation. Subject to this subsection (a), a Participant may from time to time, without the consent of any Beneficiary, change or cancel any such designation. Such designation and each change therein shall be made in the form prescribed by the Employer and shall be filed with the Employer.

(b) Absence of Effective Beneficiary Designation. If (i) no Beneficiary has been effectively designated by a deceased Participant, (ii) the designation is not effective pursuant to the proviso contained in the first sentence to subsection (a) of this Section, or (iii) the designated Beneficiary has predeceased the Participant, any undistributed balance of the deceased Participant's Vested Portion shall be distributed by the Trustee at the direction of the Employer (a) to the surviving spouse of such deceased Participant, if any, or (b) if there shall be no surviving spouse, to the surviving children of such deceased Participant and children of deceased children, if any, in equal shares, or (c) if there shall be no surviving spouse or surviving children, the parents of the deceased Participant in equal shares, or (d) if there shall be no surviving parents, to the surviving siblings of the Participant, if any, in equal shares or (e) if there shall be no surviving siblings, to the executor or administrator of the estate of such deceased Participant.

(c) Missing Person. If within a period of three (3) years following the death or termination of employment of any Participant, the Employer, in the exercise of reasonable diligence, has been unable to locate the person or persons entitled to benefits under this Article 6, then the rights of such person or persons shall be forfeited; provided, however, that the Employer shall reinstate and pay to such person or persons the amount of the benefits so forfeited upon a claim for such benefits made by such person or persons. The amount to be reinstated shall be obtained from the total amount that shall have been forfeited pursuant to this subsection (c) during the Plan year that the claim for current forfeited benefit is made, or if such amount is insufficient, from the amounts forfeited pursuant to Sections 4.2(e) and 6.1(b). If the amount to be reinstated exceeds the amount of such forfeitures, then the Employer in respect of whose Employee the claim for forfeited benefits is made shall make a contribution in an amount equal to the remainder of such excess. Any such contribution shall be made without regard to whether or not the limitations set forth in Section 5.4 will be exceeded by such contribution.

Section 6.5 Distributions to Minor and Disabled Distributees. Any distribution under this Article which is payable to a Participant or Beneficiary who is a minor or to a

Participant or Beneficiary who, in the opinion of the Employer, is unable to manage his or her affairs by reason of illness or mental incompetency may be made to or for the benefit of any such Participant or Beneficiary in such of the following ways as the Employer shall direct: (a) to the legal representative of any such Participant or Beneficiary, (b) to a custodian under a Uniform Gifts to Minors Act for any such minor Beneficiary, or (c) pursuant to a court order, to some near relative of any such Participant or Beneficiary to be used for the latter's benefit. Neither the Employer nor the Trustee shall be required to see to the application by any third party of any distribution made to or for the benefit of a Participant or Beneficiary pursuant to this Section.

Section 6.6 Direct Rollover Option. In the case of a distribution (excluding any amount offset against the Participant's Accounts to repay the outstanding balance of any unpaid loan) that is an "eligible rollover distribution," a distributee may elect that all or any portion of such distribution to which he or she is entitled shall be directly transferred from the Plan to an "eligible retirement plan." For purposes of this Section, the term "eligible rollover distribution" shall mean any distribution to a distributee of all or any portion of the balance to the credit of such distributee in a qualified trust; except that such term shall not include (i) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made (a) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary or (b) for a specified period of 10 years or more, (ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, (iii) any hardship distribution or (iv) the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). The term "eligible retirement plan" shall mean (i) an individual retirement account or annuity described in section 408 of the Code, (ii) a retirement plan qualified under section 401(a) of the Code (the terms of which permit the acceptance of rollover distributions), (iii) an annuity plan described in section 403(a) of the Code, (iv) an annuity contract described in section 403(b) of the Code or (v) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan; provided, however, that (i) in the case of any eligible rollover distribution from the Participant's Post-Tax Employee Contribution Account, the term "eligible retirement plan" shall mean only an individual retirement account or annuity described in section 408(a) or (b) of the Code, or a qualified trust as defined in section 402(c)(8) of the Code or an annuity contract described in section 403(b) of the Code that provides for separate accounting of the amounts directly transferred from trustee to trustee into such plan from the Plan (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible and (ii) in the case of any eligible rollover distribution from the Participant's Roth 401(k) Contribution Account, the term "eligible retirement plan" shall mean only an "applicable retirement plan" (within the meaning of section 402A(e)(1) of the Code) which accounts for designated Roth contributions (as defined in section 402A of the Code) or a Roth IRA described in section 408A of the Code. The term "distributee" shall mean (i) a Participant, (ii) an alternate payee (within the meaning of section 414(p)(8) of the Code) with respect to a Participant under a qualified domestic relations order or (iii) a surviving spouse of a Participant. Effective with respect to distributions made on or after January 1, 2007, the term "distributee" shall also include the non-spouse Beneficiary of a Participant; provided, however, that a surviving non-spouse Beneficiary may elect to roll over all

or any portion of a distribution to which he is entitled under the Plan that is an “eligible rollover distribution” only to an individual retirement account or annuity and only if: (i) such transfer is a direct trustee-to-trustee transfer and (ii) such account or annuity has been established for the purpose of receiving such distribution on behalf of the surviving non-spouse Beneficiary (such account or annuity so established shall be treated as an inherited account or annuity within the meaning of section 408(d)(3)(C) of the Code and shall be subject to the requirements of section 401(a)(9)(B) of the Code (other than clause (iv) thereof)). Effective for distributions after December 31, 2007, a distributee may make a direct rollover distribution to a Roth IRA described in section 408A(e) of the Code.

Notwithstanding the foregoing, to the extent a distribution (i) would have been required under section 401(a)(9) of the Code with respect to the 2009 calendar year but for section 401(a)(9)(H) of the Code, (ii) is not otherwise excluded from the above definition of “eligible rollover distribution” and (iii) is elected by the distributee to be paid in a direct rollover, such distribution shall constitute an “eligible rollover distribution.”

Effective for distributions made after September 27, 2010, if elected by the Employer in the Adoption Agreement, a Participant (or Beneficiary who is a surviving spouse or an alternate payee who is a spouse or former spouse) who receives a distribution from an Employer Plan, which is a Profit Sharing Plan that permits Roth 401(k) Contributions, from an Account other than his Roth 401(k) Contribution Account may roll over such distribution to his Roth 401(k) Contribution Account within the same Employer Plan. Such rollover distribution shall only be permitted if the distribution is otherwise permitted under the terms of the Plan and shall not be considered a distribution for the following purposes under the Code: section 72(p) (relating to loans), section 401(a)(11) (relating to spousal annuities), section 411(a)(11) (relating to Participant consent) and section 411(d)(6)(B)(ii) (relating to elimination of optional forms of benefit).

ARTICLE 7

LOANS AND IN-SERVICE WITHDRAWALS

Section 7.1 Loans. An Employer may elect to permit Participants, other than a former Employee, to borrow from the Vested Portion of their Accounts. Upon the completed and signed application of a potential borrower on a form provided by and submitted to the Employer, the Employer, in its discretion as Plan Administrator, may grant a loan or loans to the individual (and shall then direct the Trustee to make payment accordingly) upon the satisfaction of the following specific conditions (and such additional rules, which shall not be inconsistent with this Section, as the Trustee or the Employer may from time to time establish):

(a) Nondiscriminatory Availability. Loans must be made available to all Participants described above on a reasonably equivalent basis.

(b) Reasonable Interest Rate. Each new or renewed loan must bear a reasonable rate of interest commensurate with the interest rates charged by persons in the business of lending money for commercial loans that would be made under similar circumstances as determined by the Trustee at the time the loan is approved.

(c) Use of Accounts as Security. Each loan shall be adequately secured by assignment of a portion of the borrower's Accounts in an amount equal to the principal amount of the loan.

(d) Certain Loans Prohibited. The Employer may not permit a loan under the Employer Plan that would constitute a prohibited transaction (within the meaning of section 4975 of the Code).

(e) Limits on Number and Amount of Loans. No loan shall be approved for an amount less than \$1,000. No person may have more than two (2) loans under the Plan in any single Plan Year, nor more than five (5) outstanding loans under the Plan at any particular time. In addition, a borrower's loans outstanding at any time (under the Employer Plan and under all Qualified Plans of the Employer and any Related Employer) shall not exceed the lesser of (1) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans to the borrower from the Employer Plan during the one-year period ending on the day before the date on which such loan was made over (B) the outstanding balance of loans to the borrower from the Employer Plan on the date on which such loan was made, or (2) one-half of the Vested Portion of the borrower's Accounts.

(f) Spousal Consent. To the extent the Annuity Rules of Section 6.3(b) apply to the Accounts from which the proposed loan is to be made, a married Participant may not borrow from his or her Accounts unless his or her spouse has consented to the loan. Such consent must be given in writing, must acknowledge the effect of the loan and must be witnessed before a notary public or a representative of the Employer Plan, during the 180-day period (90-day period for Plan Years beginning before January 1, 2007) before the loan is secured. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the loan is renegotiated, extended, renewed or otherwise revised.

(g) Repayment of Loans; Maximum Term. All loans granted under the Employer Plan shall be evidenced by a legally enforceable agreement in such form as is permissible by law and prescribed by the Trustee specifying the amount of the loan, with interest, the date of the loan and the repayment schedule of the loan agreed upon by the borrower and Employer. However, (i) payments shall be amortized in substantially level payments over the term of the loan, (ii) payments shall be made no less frequently than quarterly, (iii) if payment by payroll deduction is not possible due to employment status or is not required by the Employer, payments shall be made by personal check made to the order of the Trustee on or before the last Business Day of each payment period, (iv) notwithstanding the foregoing, loan repayments may be suspended during any period of qualified military service (as defined in section 414(u)(5) of the Code) or leave of absence that is either without pay or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the loan installment payments for a period of up to one year, as approved by the Employer in its discretion as Plan Administrator and (v) all loans shall be repaid within five (5) years unless used to acquire any dwelling unit which within a reasonable time (determined when the loan is made) is to be used as the principal residence of the borrower as determined under section 1.121-1 of the Income Tax Regulations.

(h) Default. The Employer, as Plan Administrator, hereby appoints the Trustee as its designee to determine whether and when a default on any loan has occurred. In the event of a default in payment of either principal or interest due under the terms of any loan, the Trustee shall declare the full amount of the outstanding loan due and payable and may take any lawful action to remedy the default. A default shall occur if any payment is not made by the end of the calendar quarter following the quarter in which the payment is not made. If a distributable event has occurred with respect to the applicable borrower, the Trustee's action to remedy a loan default may include set-off of the remaining balance of the loan against the borrower's Accounts securing the loan. No default shall occur if any portion of a Participant's Accounts is used as repayment of the loan and taken into account for purposes of determining the amounts payable at the time of death or distribution pursuant to subsection (i) below.

(i) Offset of Outstanding Loans Against Distributions. The portion of a Participant's Accounts used as security for a loan under this Section shall be taken into account for purposes of determining the amounts payable at the time of death or distribution, but only if that portion of the Participant's Accounts is used as repayment of the loan. If less than 100% of the Vested Portion of the Participant's Accounts (determined without regard to the preceding sentence) is payable to the Participant's Beneficiary, then the balance in the Accounts shall be adjusted by first reducing the Vested Portion by the amount of the security used as repayment of the loan, and then determining the benefit payable to the Beneficiary.

(j) Segregated Account to Be Maintained. A segregated investment account shall be established for each borrower who is granted any loan. The principal amount of each loan shall be credited to the segregated investment account. Earnings or changes in market value of the Investment Options shall not be allocated to such segregated account, but shall instead be credited with the interest payments made by the borrower under the terms of each loan. Repayments of principal, along with any interest paid on principal shall be charged against the segregated investment account and credited to the Investment Options as elected by the borrower under Section 7.1.

(k) Source of Loans. The principal amount of each loan shall be taken from the Investment Option specified by the borrower for this purpose (or pro rata from all relevant Investment Options, if not specified by the borrower). Subject to the borrower's Investment Option election, the borrowed amount shall be taken from the borrower's Accounts in the order specified by the Trustee from time to time. In no event, however, may amounts be taken from any particular Investment Option in violation of (i) the Collective Trust, (ii) the Trust, (iii) any insurance contract in which Trust assets are invested, or (iv) any contract(s) entered into between ABA RF and the Trustee.

(l) Administration of Plan Loan Program. The Employer, as Plan Administrator, shall be solely responsible for administering a Participant loan program established under this Section. As such, except as otherwise provided above, the Employer shall be responsible for determining, under this Section, all the terms and conditions of the loans, including whether a Participant, Beneficiary or alternate payee is eligible for a loan, whether a loan request will be approved or denied, the amount of the loan and the terms of repayment.

Section 7.2 Hardship Withdrawals. (a) 401(k) Hardship Withdrawals. If the Employer has elected to adopt the 401(k) arrangement pursuant to Article 4 and has also elected in the Adoption Agreement to adopt the hardship-withdrawal feature of this Section, this Section shall apply. Subject to the spousal consent requirements of Section 6.3(b), if applicable, a Participant who has not incurred a Disability may apply to withdraw from his or her 401(k) Salary Deferral Account and Roth 401(k) Contribution Account an amount required on account of a hardship necessary to satisfy an “immediate and heavy financial need,” provided that the Participant lacks other available financial resources. Withdrawals shall be made first from the Participant’s 401(k) Salary Deferral Account, as applicable, until exhausted and then from the Participant’s Roth 401(k) Contribution Account. A distribution shall be deemed to be made on account of an “immediate and heavy financial need” if the distribution is on account of (i) the purchase (excluding mortgage payments) of a principal residence of the Participant; (ii) payment of tuition, room and board and related educational fees for the next 12 months of post-secondary education for the Participant, or his or her spouse, children or dependents (as defined in section 152 of the Code, without regard to sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code); (iii) payment of expenses incurred for or necessary to obtain medical care that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (iv) the need to prevent either the eviction of the Participant from his or her principal residence or the foreclosure on the mortgage on the Participant’s principal residence; (v) payment of burial or funeral expenses for the Participant’s deceased parent, spouse, children or dependents (as defined in section 152 of the Code, without regard to section 152(d)(1)(B) of the Code); (vi) payment of expenses to repair damage to the Participant’s principal residence that would qualify as a casualty deduction (as determined under section 165 of the Code without regard to whether the loss exceeds 10% of adjusted gross income); or (vii) such other deemed immediate and heavy financial needs designated by the Internal Revenue Service. Effective August 17, 2006, a distribution shall also be deemed to be made on account of an “immediate and heavy financial need” if the distribution is on account of any of the events described in items (ii), (iii) or (v) of the immediately preceding sentence for the Participant’s “primary beneficiary” under the Plan. A Participant’s primary beneficiary under the Plan is an individual who is named as a beneficiary under the Plan at the time the hardship is incurred and who has an unconditional right to all or a portion of the Participant’s Account balance under the Plan upon the death of the Participant.

If the value of the Participant’s 401(k) Salary Deferral Account at the time of the hardship withdrawal is less than its value as of the last day of the last Plan Year ending before July 1, 1989, the Participant may withdraw from his or her 401(k) Employer Account an amount equal to the difference between (i) the value of the Participant’s 401(k) Salary Deferral Account at the time of the hardship withdrawal and (ii) the value of the Participant’s 401(k) Salary Deferral Account as of the last day of the last Plan Year ending before July 1, 1989. However, the amount that can be distributed cannot exceed the value of the combined assets in the Participant’s 401(k) Salary Deferral Account and 401(k) Employer Account.

The amount that may be withdrawn because of hardship cannot exceed the lesser of (i) the aggregate contributions, less any amount previously withdrawn, made by the Participant to his or her 401(k) Salary Deferral Account and Roth 401(k) Contribution Account, plus any earnings on such amounts allocable as of the last day of the last Plan Year ending before July 1, 1989 and (ii) the amount required to satisfy the immediate and heavy financial need of the

Participant (which may include any amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution shall be deemed necessary to satisfy an immediate and heavy financial need of the Participant if all the following requirements are satisfied:

(i) The Participant has obtained all distributions (including distributions of ESOP dividends under section 404(k) of the Code), other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under the Employer Plan and all other plans maintained by the Employer.

(ii) The Participant's Elective Contributions and Post-Tax Employee Contributions to this Plan are suspended for 6 months under the Employer Plan, and for at least 6 months under other Qualified Plans and nonqualified plans of deferred compensation maintained by the Employer, after receipt of a hardship distribution.

(b) Profit Sharing Plan Hardship Withdrawals. If the Employer has adopted a Profit Sharing Plan and has elected in the Adoption Agreement to adopt the hardship-withdrawal feature of this Section, then this Section shall apply. An active Participant who has not incurred a Disability and whose Vested Portion of all Accounts is 100% may request a withdrawal from his or her Employer Account and Matching Contribution Account. However, to be eligible to make such a withdrawal, the Participant must satisfy all the following conditions:

(i) The Participant must first take all available withdrawals from his or her Post-Tax Employee Contribution Account under Section 7.3.

(ii) The Participant must demonstrate that the withdrawal is necessary to satisfy an "immediate and heavy financial need," as defined in subsection (a).

(iii) The Participant must demonstrate that the amount of the withdrawal does not exceed the amount of the immediate and heavy financial need (which may include any amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution) and that the immediate and heavy financial need cannot be relieved from other resources that are reasonably available to the Participant.

(c) Withdrawal Requirements. The Employer, as Plan Administrator, shall receive a Participant's application and determine whether the applicable conditions for a withdrawal under this Section have been satisfied. If so, the Employer shall provide the appropriate information to the Trustee and shall direct the Trustee to make payment to the Participant of the approved amount to be withdrawn. The effective date of the withdrawal shall be the first Business Day on or after the later of (i) receipt by the Trustee of Notice or (ii) the date specified in such Notice. Subject to rules adopted by the Trustee, the Participant shall specify the Investment Options from which each withdrawal is to be made and the dollar amount applicable to each Investment Option, but if the Participant does not so specify, the withdrawal shall be made pro rata from all Investment Options, except for the Self-Directed Brokerage

Option. In no event, however, may amounts be withdrawn from a particular Investment Option in violation of (i) the Collective Trust, (ii) the Trust, (iii) any insurance contract in which Trust assets are invested, or (iv) any contract(s) entered into between ABA RF and the Trustee. In addition, a withdrawal under this Section shall be subject to restrictions set forth in the Trust and to rules established by the Trustee. Withdrawals under this Section shall be subject to the spousal consent requirements of Section 6.3(b), if applicable.

Section 7.3 Other Withdrawals. (a) Withdrawals of Rollover or Post-Tax Employee Contributions. A Participant may elect to receive a withdrawal in accordance with rules and procedures established by the Trustee from his or her Rollover Account or Post-Tax Employee Contribution Account by Notice to the Trustee.

(b) Age-, Time-or Service-Based Withdrawals. An active Participant in a Profit Sharing Plan other than a SIMPLE Plan who has not incurred a Disability may elect to receive a distribution of the Vested Portion of such Participant's Accounts, other than the Participant's 401(k) Salary Deferral Account, Roth 401(k) Contribution Account, QACA Safe Harbor Contribution Account and 401(k) Employer Account, upon attainment of the Normal Retirement Age specified by the Employer in the Adoption Agreement, provided that if no age is so specified, such age shall be 59½ (except that in the case of the Participant's Pension Transfer Account, the normal retirement age shall be as defined under the terms of the Qualified Plan from which the assets were transferred, provided that, effective May 22, 2007, the normal retirement age shall be the later of (i) the normal retirement age under such Qualified Plan, and (ii) age 62). An active Participant in such a Profit Sharing Plan who has not incurred a Disability shall be eligible to receive a distribution of the Participant's 401(k) Salary Deferral Account, Roth 401(k) Contribution Account, QACA Safe Harbor Contribution Account and 401(k) Employer Account upon attaining age 59½. An active Participant in a SIMPLE Plan who has not incurred a Disability shall be eligible to receive a distribution of the Participant's Accounts upon attaining age 59½. If specified by the Employer in the Adoption Agreement, an active Participant in a Profit Sharing Plan other than a SIMPLE Plan may elect to receive a distribution of the Vested Portion of such Participant's Employer Account and Matching Contribution Account upon completion of five (5) years of participation in the Plan. If specified by the Employer in the Adoption Agreement, an active Participant in a Profit Sharing Plan other than a SIMPLE Plan may elect to receive a distribution of the Vested Portion of the contributions that have accumulated for a minimum of two (2) years in the Participant's Employer Account and Matching Contribution Account.

(c) Normal Retirement Age Withdrawals. An active Participant in a Defined Contribution Pension Plan or a Target Benefit Plan who has not incurred a Disability shall be eligible to receive a distribution of the Vested Portion of the Participant's Accounts upon attainment of Normal Retirement Age. An active Participant in a Profit Sharing Plan who has not incurred a Disability shall be eligible to receive a distribution of the Vested Portion of the Participant's Pension Transfer Account upon attainment of normal retirement age, as defined under the terms of the Qualified Plan from which the assets were transferred, except that, effective May 22, 2007, such Participant shall be eligible to receive a distribution upon the later of (i) the attainment of the normal retirement age under such Qualified Plan, and (ii) age 62.

(d) Withdrawal Requirements. The effective date of a withdrawal shall be the first Business Day on or after the later of (i) Notice to the Trustee or (ii) the date specified in such Notice. Subject to rules adopted by the Trustee, the Participant shall specify the Investment Options from which each withdrawal is to be made and the dollar amount applicable to each Investment Option, but if the Participant does not so specify, the withdrawal shall be made pro rata from all Investment Options, except for the Self-Directed Brokerage Option. In no event, however, may amounts be withdrawn from a particular Investment Option in violation of (i) the Collective Trust, (ii) the Trust, (iii) any insurance contract in which Trust assets are invested, or (iv) any contract(s) entered into between ABA RF and the Trustee. In addition, a withdrawal under this Section shall be subject to restrictions set forth in the Trust and to rules and procedures established by the Trustee. Withdrawals under this Section shall be subject to the spousal consent requirements of Section 6.3(b), if applicable.

Withdrawals shall be made first from the Participant's 401(k) Salary Deferral Account, as applicable, until exhausted and then from the Participant's Roth 401(k) Contribution Account.

(e) Special Withdrawal Rights During Military Service. Notwithstanding anything in the Plan to the contrary, a Participant who is a military reservist (as defined in section 101 of title 37 of the U.S. Code) and who is called to active duty after September 11, 2001 for more than 179 days or for an indefinite period may take a withdrawal from his 401(k) Salary Deferral Account and/or Roth 401(k) Contribution Account, if such withdrawal is made during the period beginning on the date of such Participant's call to active duty and ending on the close of such Participant's active duty. Such withdrawal shall be subject to the withdrawal requirements of Section 7.3(d) above.

Effective for Plan Years beginning after December 31, 2008, during any period that a Participant is performing service in the uniformed services (as defined in section 3401(h)(2)(A) of the Code) while on active duty for more than 30 days, and notwithstanding Section 8.7(b), such a Participant shall be considered as having been severed from employment during such period and may request a withdrawal of all or any portion of such Participant's 401(k) Salary Deferral Account and Roth 401(k) Contribution Account. Such withdrawal shall be subject to the withdrawal requirements of Section 7.3(d) above. A Participant who elects to receive a withdrawal from the Plan pursuant to the provisions of this paragraph shall not be permitted to make Elective Contributions or Post-Tax Employee Contributions under the Plan for six months after the date of the distribution to the extent required by section 414(u)(12) of the Code. At the end of the six-month period following the date of the distribution, (A) if the Participant previously has made an affirmative election with respect to Elective Contributions pursuant to Section 4.2(b), Elective Contributions shall resume at the rate previously elected by the Participant and (B) if the Participant is deemed to make Elective Contributions pursuant to Section 4.2(b), Elective Contributions shall resume at the rate that would have applied if no suspension pursuant to this Section had occurred.

(f) Withdrawals of Automatic Elective Contributions. Unless elected otherwise by the Employer, automatic Elective Contributions made pursuant to Section 4.2(h) or an eligible automatic contribution arrangement as set forth in Section 4.2(b)(3), as adjusted for any investment gains or losses, may be withdrawn by the Participant within 90 days of his or her

first automatic Elective Contribution made pursuant to such Section. Any Matching Contributions made with respect to such withdrawn Elective Contributions shall be forfeited. Such withdrawal from the Employer Plan or any other plan shall not constitute an “eligible rollover distribution” for purposes of Section 4.4 or 6.6 and such withdrawn Elective Contributions and any forfeited Matching Contributions corresponding thereto shall not be taken into account for purposes of the actual deferral percentage test or the actual contribution percentage test described in Section 4.2.

ARTICLE 8

SPECIAL PARTICIPATION AND DISTRIBUTION RULES

Section 8.1 Change of Employment Status. If a person who is not an Eligible Employee becomes an Eligible Employee because of a change in his or her employment status, such person shall become a Participant as of the Entry Date coincident with or next following the date of such change if he or she has satisfied the participation requirements set forth in Article 3; otherwise he or she shall become a Participant upon the Entry Date coincident with or next following satisfaction of such participation requirements.

Section 8.2 Reemployment of an Eligible Employee Whose Employment Terminated Prior to Becoming a Participant.

(a) If an Eligible Employee incurs a Break in Service Year before he or she had satisfied the participation requirements set forth in Article 3, his or her prior Years of Eligibility Service before such Break in Service Year shall be included and he or she shall become eligible to become a Participant in accordance with Article 3. Notwithstanding the foregoing sentence, if the Employer elects in the Adoption Agreement that Participants will vest in accordance with Schedule A under Section 6.1 (or a vesting schedule at least as favorable as Schedule A), then if an Eligible Employee incurs a Break in Service Year before satisfying the participation requirements of Article 3, his or her Years of Eligibility Service before such Break in Service Year shall not be taken into account.

(b) If an Eligible Employee whose employment was terminated after he or she had satisfied the participation requirements set forth in Article 3 and prior to becoming a Participant is reemployed by the Employer as an Eligible Employee, he or she shall become a Participant on the Entry Date coincident with or next following the date of his or her reemployment.

Section 8.3 Reemployment of a Terminated Participant. (a) Participation and Suspension of Payments. If a terminated Participant is reemployed as an Eligible Employee by the Employer, such terminated Participant shall again become a Participant as of the date of his or her reemployment. If such a terminated Participant is receiving payments from his or her Accounts pursuant to Section 6.2, such payments shall be suspended.

(b) Resumption of Service Within Five Years. If a Participant resumes Service with the Employer before he has incurred a Period of Severance of at least five (5) years and such Participant received a distribution pursuant to Article 6 and some portion of his

Account was forfeited pursuant to Section 6.1, then he shall have the right to pay an amount equal to such distribution to the Trustee. If the Participant makes such a payment, then an amount equal to the portion of any Account which was forfeited pursuant to section 6.1 shall be credited along with the amount of such payment to his Employer Account, QACA Safe Harbor Contribution Account, Pension Transfer Account or Matching Contribution Account, as appropriate, as of the date that the Trustee receives such payment. Any such payment must be made by the close of the Plan Year in which falls the fifth anniversary of the Participant's date of reemployment. Any amount that must be restored to a Participant's Employer Account, QACA Safe Harbor Contribution Account, Pension Transfer Account or Matching Contribution Account shall be taken from any forfeitures that have not been reallocated under Section 6.1 and, if the amount of forfeitures available for this purpose is insufficient, the Employer shall make a timely supplemental contribution of an amount sufficient to enable the Trustee to restore the forfeiture to the Participant's Accounts.

(c) Resumption of Service After Five Years. If a Participant who sustained a forfeiture resumes Service with the Employer after he has incurred a Period of Severance of at least five (5) years, the forfeiture shall not be restored to the Participant's Accounts. Thereafter, the Participant shall be 100% vested with respect to any undistributed portion of his or her Employer Account, QACA Safe Harbor Contribution Account, Pension Transfer Account and Matching Contribution Account that is attributable to the contributions made with respect to the Participant's Service prior to his or her Period of Severance, and the vesting schedule under Section 6.1 shall be applied only to the portion of his or her Employer Account and Matching Contribution Account that is attributable to contributions made with respect to the Participant's Service following the Participant's reemployment with the Employer.

Section 8.4 Employment by Related Entities. If a person is employed by a Related Employer, then any period of such employment shall be taken into account solely for purposes of determining whether and when such person is eligible to participate in the Plan, measuring such person's years of Service and when such person has terminated employment with the Employer to the same extent it would have been had such period of employment been as an Employee.

Section 8.5 Leased Employees. If an individual who performed services under an agreement between the Employer and any leasing organization for an Employer, a Related Employer or other "related person" (as defined in section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one (1) year under the primary direction or control by the Employer (a "leased employee") becomes an Employee, or if an Employee becomes such a leased employee, then any period during which such services were so performed shall be taken into account solely for the purposes of determining whether and when such individual is eligible to participate in this Plan under Article 3, measuring such individual's years of Service and determining when such person has retired or otherwise terminated his or her Service for purposes of Article 6 to the same extent it would have been had such Service been as an Employee. This Section shall not apply to any period of Service during which such a leased employee was covered by a plan described in section 414(n)(5) of the Code.

Section 8.6 Reemployment of Veterans. The provisions of this Section shall apply in the case of the reemployment by an Employer of a Participant, within the period

prescribed by laws relating to the rights of reemployed veterans, after the Participant's completion of a period of qualified military service (as defined in section 414(u)(5) of the Code). The provisions of this Section are intended to provide such Participants with the rights required by section 414(u) of the Code, and shall be interpreted in accordance with such intent.

(a) Make Up of Participant Contributions. Such Participant shall be entitled to make up contributions under the Plan ("make up participant contributions"), in addition to any Elective Contributions and Post-Tax Employee Contributions which the Participant elects to have made under the Plan pursuant to Sections 4.2 and 4.3. From time to time while employed by an Employer, such Participant may elect to contribute such make up participant contributions during the period beginning on the date of such Participant's reemployment and ending on the earlier of:

(i) the end of the period equal to the product of three and such Participant's period of qualified military service, and

(ii) the fifth anniversary of the date of such reemployment.

Such Participant shall not be permitted to contribute make up participant contributions to the Plan in excess of the aggregate amount which the Participant could have elected to have made under the Plan in the form of Elective Contributions and Post-Tax Employee Contributions if the Participant had continued in active employment with his or her Employer during such period of qualified military service. The Participant shall have the right to designate whether any such make-up contributions will be treated as Pre-Tax Elective Contributions, Roth 401(k) Contributions or Post-Tax Employee Contributions, as applicable, for purposes of this Section. The manner in which a Participant may elect to contribute make up participant contributions pursuant to this subsection (a) shall be prescribed by the Employer.

(b) Make Up of Matching Contributions. A Participant who contributes make up participant contributions in the form of Elective Contributions as described in subsection (a) shall be entitled to an allocation of Matching Contributions ("make up matching contributions") in an amount equal to the amount of Matching Contributions that would have been allocated to the Matching Contribution Account of such Participant under the Plan if such make up participant contributions had been made during the period of such Participant's qualified military service (as determined pursuant to section 414(u) of the Code). The Participant's Employer shall make a special contribution which shall be utilized solely for purposes of such allocation.

For purposes of determining the amount of contributions to be made under this Section, a Participant's "Base Pay" during any period of qualified military service shall be determined in accordance with section 414(u) of the Code. Any contributions made by a Participant or an Employer pursuant to this Section on account of a period of qualified military service in a prior Plan Year shall not be subject to the limitations prescribed by Sections 4.2(f), 4.5 and 5.4 of the Plan (relating to sections 402(g), 404 and 415 of the Code) for the Plan Year in which such contributions are made. Furthermore, any make up contributions made by a Participant or an Employer pursuant to this Section shall not be taken into account for purposes of the actual deferral percentage test or the actual contribution percentage test described in Sections 4.2(e)(3)(A) and (D) of the Plan for any Plan Year.

Section 8.7 Other Special Rules Regarding Participants in Military Service.

(a) Death or Disability during Qualified Military Service. Effective as of January 1, 2007, in the case of a Participant who dies while performing qualified military service (as defined in section 414(u) of the Code), such Participant's Beneficiaries shall be entitled to such additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed and then terminated employment with the Employer on account of death. Effective as of January 1, 2007, an Employer may elect to treat a Participant who dies or incurs a Disability while performing qualified military service with respect to the Employer as if such Participant has resumed employment with the Employer in accordance with the Participant's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding his or her death or Disability (as the case may be) and terminated employment on the actual date of his or her death or Disability. An Employer who so elects may do so on a full or partial basis and must credit all such Participants with service and benefits on reasonably equivalent terms.

(b) Differential Wage Payments. Effective for Plan Years beginning after December 31, 2008, during any period that a Participant is performing service in the uniformed services (as defined in section 3401(h)(2)(A) of the Code) while on active duty for more than 30 days and such Participant is receiving differential wage payments (as defined in section 3401(h)(2) of the Code), such Participant shall be treated as an Employee of the Employer making the payments and the differential wage payments shall be treated as compensation to the extent required by section 414(u) of the Code.

ARTICLE 9

ADMINISTRATION

Section 9.1 Administration. Each Employer shall be responsible for the administration of the Employer Plan and shall be the Employer Plan's agent for service of legal process, the "administrator" of the Employer Plan and a "named fiduciary" of the Employer Plan within the meaning of ERISA. The Employer may allocate its responsibilities and may designate any person, partnership, corporation or other entity to carry out any of its responsibilities with respect to administration of the Employer Plan. The Employer shall have the duty and authority to interpret and construe, in its sole discretion, the terms of the Employer Plan in regard to all questions of eligibility, the status and rights of Participants, distributees and other persons under the Employer Plan, and the manner, time, and amount of payment of any distribution under the Employer Plan. Benefits under the Employer Plan shall be paid only if the Employer, as Plan Administrator, decides in its discretion that the Participant or Beneficiary is entitled to such benefits.

Section 9.2 Claims Procedures. If any Participant or Beneficiary believes he or she is entitled to benefits in an amount greater than those which he or she is receiving or has received, he or she may file a claim with the Employer (a "claimant"). Such a claim shall be in writing and state the nature of the claim, the facts supporting the claim, the amount claimed, and the address of the claimant. The Employer shall review the claim and, unless special circumstances require an extension of time, within 90 days after receipt of the claim, give written or electronic notice to the claimant of its decision with respect to the claim. If special

circumstances require an extension of time, the claimant shall be notified in writing or electronically, within the initial 90-day period of the extension and such notice shall describe the circumstances requiring the extension and the expected date by which the Employer will make its determination. In no event shall such an extension exceed 90 days. The notice of the decision of the Employer with respect to the claim shall be written in a manner calculated to be understood by the claimant and, if the claim is wholly or partially denied, set forth the specific reasons for the denial, specific references to the pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim, an explanation of why such material or information is necessary and an explanation of the claim review procedure under the Plan (including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following the final denial of the claim).

The claimant (or his or her duly authorized representative) may request a full and fair review by the Employer of any denial of his or her claim by filing with the Employer within 60 days after notice of the denial has been received by the claimant, a written request for such review. Within the same 60 day period, the claimant may submit to the Employer written comments, documents, records and other information relating to the claim. Upon request and free of charge, the claimant also may have reasonable access and copies of, documents, records and other information relative to the claim. If a request for review is so filed, review of the denial shall be made by the Employer within, unless special circumstances require an extension of time, 60 days after receipt of such request, and the claimant shall be given written notice of the Employer's final decision. If special circumstances require an extension of time, the claimant shall be notified in writing or electronically, within the initial 60-day period of the extension and such notice shall describe the circumstances requiring the extension and the expected date by which the Employer will make its determination. In no event shall such an extension exceed 60 days. If the appeal is wholly or partially denied, the notice of the final decision of the Employer shall be provided to the claimant and shall include specific reasons for the decision, specific references to the pertinent Plan provisions on which the decision is based and a statement that the claimant is entitled, upon request and free of charge, to reasonable access to, and copies of, all relevant documents, records and information. The notice shall be written in a manner calculated to be understood by the claimant and shall notify the claimant of his or her right to bring a civil action under section 502(a) of ERISA.

In making determinations as regarding claims for benefits, the Employer shall consider all of the relevant facts and circumstances, including, without limitation, governing Plan documents, consistent application of Plan provisions with respect to similarly situated claimants and any comments, documents, records and other information with respect to a claim submitted by a claimant (a "claimant's submissions"). A claimant's submissions shall be considered by the Employer upon review of any initially denied claim without regard to whether the claimant's submissions were submitted or considered by the Employer in the initial benefit determination.

Section 9.3 Notices to Participants, Etc. All notices, reports and statements given, made, delivered or transmitted to a Participant or any other person entitled to or claiming benefits under the Plan shall be deemed to have been duly given, made or transmitted when mailed by first class mail with postage prepaid and addressed to the Participant or such person at the address last appearing on the records of the Employer. A Participant or other person may

record any change of his or her address from time to time by written notice filed with the Employer.

Section 9.4 Notices to Employer or Trustee. Written directions, notices and other communications from Participants or any other person entitled to or claiming benefits under the Plan to the Employer or the Trustee shall be deemed to have been duly given, made or transmitted either when delivered to such location as shall be specified upon the forms prescribed by the Trustee for the giving of such directions, notices and other communications.

Section 9.5 Evidence of Action by Employer -- Information to Be Supplied. The Employer shall furnish ABA RF with copies of any legal process which may be served on the Plan and copies of any notices dealing with the Plan received from the Internal Revenue Service, the Department of Labor or any other governmental agency. Such copies shall be delivered to ABA RF no later than five (5) business days after any such legal process or notice is received by the Employer. The Employer shall furnish ABA RF with such information, notices, directions and certificates as ABA RF shall deem necessary to perform its duties. The Employer shall certify to ABA RF the names and signatures of the person or persons entitled to act on behalf of the Employer in dealing with ABA RF.

Any action by the Employer under the Plan and any information, notice, direction, or certification from the Employer to ABA RF shall be evidenced by a written instrument, in such form as ABA RF may prescribe, signed on behalf of the Employer by such designated person or persons. ABA RF may rely upon any such instrument which ABA RF considers genuine and to have been signed and presented by the proper persons.

Section 9.6 Records. Each Employer shall keep a record of all of its proceedings with respect to the Employer Plan and shall keep or cause to be kept all books of account, records and other data as may be necessary or advisable in its judgment for the administration of the Employer Plan.

ARTICLE 10

CONTINUANCE BY A SUCCESSOR

In the event that the Employer shall be reorganized by way of merger, consolidation, transfer of assets or otherwise, so that another entity other than the Employer shall succeed to all or substantially all of the Employer's business, such successor entity may be substituted for the Employer under the Plan by adopting the Plan and becoming a party to the Adoption Agreement. If, within 30 days following the effective date of any such reorganization, such successor entity shall not have elected to become a party to the Plan, or if the Employer shall adopt a plan of complete liquidation other than in connection with a reorganization, the Plan shall be automatically terminated with respect to employees of the Employer as of the close of business on the 30th day following the effective date of such reorganization or as of the close of business on the date of adoption of such plan of complete liquidation, as the case may be, and the Employer shall direct the Trustee to distribute the Trust account in the manner provided Article 13.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Contribution Limit on Owner-Employees. Contributions made on behalf of any Owner-Employee may be made only with respect to the Earned Income of such Owner-Employee which is derived from the business to which this Plan applies.

Section 11.2 Non-Assignability. (a) In General. It is a condition of the Plan, and all rights of each Participant and Beneficiary shall be subject thereto, that no right or interest of any Participant or Beneficiary in the Plan shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge or bankruptcy, but excluding devolution by death or mental incompetency, and no right or interest of any Participant or Beneficiary in the Plan shall be liable for, or subject to, any obligation or liability of such Participant or Beneficiary, including claims for alimony or the support of any spouse except as provided below.

(b) Exception for Qualified Domestic Relations Orders. Notwithstanding any provision of the Plan to the contrary, if a Participant's Accounts under the Plan, or any portion thereof, shall be the subject of one or more qualified domestic relations orders, as defined below, such Accounts or portion thereof shall be paid to the person at the time and in the manner specified in any such order. For purposes of this subsection (b), "qualified domestic relations order" shall have the meaning assigned to such term by section 414(p) of the Code, as determined by the Employer pursuant to procedures established by the Employer. A domestic relations order shall not fail to be a qualified domestic relations order solely because of the time at which it is issued or because it is issued after or revises another domestic relations order or qualified domestic relations order.

(c) Exception for Loans. Notwithstanding any provision of the Plan to the contrary, if a portion of a Participant's Accounts is used to secure a loan pursuant to Section 7.1(c), such security interest shall not be a violation of this Section 11.2.

(d) Other Exceptions. Notwithstanding any provision of the Plan to the contrary, to the extent permitted by law, any offset of a Participant's Accounts against an amount that the Participant is ordered or required to pay to the Plan pursuant to a judgment in a criminal action, a civil judgment in connection with a violation of Part 4 of Subtitle B of Title I or ERISA or a settlement agreement between the Secretary of Labor and the Participant or the Pension Benefit Guaranty Corporation and the Participant in connection with a violation of Part 4 of Subtitle B of the Title I of ERISA shall not be a violation of this Section 11.2.

Section 11.3 Employment Non-Contractual. The Plan confers no right upon any Employee to continue in employment with an Employer.

Section 11.4 Limitation of Rights. A Participant or Beneficiary shall have no right, title or claim in or to any specific asset of the custodial account, but shall have the right only to distributions from the custodial account on the terms and conditions herein provided.

Section 11.5 Merger or Consolidation with Another Plan. A merger or consolidation with, or transfer of assets or liabilities to, any other plan shall not be effected unless the terms of such merger, consolidation or transfer are such that each Participant, Beneficiary or other person entitled to receive benefits from the Plan would, if the Plan were to terminate immediately after the merger, consolidation or transfer, receive a benefit equal to or greater than the benefit such person would be entitled to receive if the Plan were to terminate immediately before the merger, consolidation, or transfer.

Section 11.6 Employer to File Reports and Furnish Plan Information. The Employer, as Plan Administrator, shall file with the Secretary of Labor and the Secretary of the Treasury and furnish each Participant with all reports, plan descriptions, explanatory material and other information, at such times and in such form and manner, as shall be required under the Code or ERISA. Without limiting the generality of the foregoing, the Employer shall file with the Secretary of Labor (i) an annual report (as described in section 103 of ERISA) for each Plan Year within 210 days after the close of such Plan Year, (ii) plan description at such times as the Secretary of Labor may require, and (iii) information as to any material amendment to the Plan as may be required. The Employer shall also furnish each Participant a copy of the summary plan description within 90 days after such person becomes a Participant and a copy of each Plan amendment, or a summary of material modification describing such amendment, within 210 days after the end of the Plan Year in which such amendment is adopted. Every fifth year, the Employer shall furnish each Participant with a copy of an updated summary plan description which integrates all amendments made since the last updated summary plan description was furnished. Within 210 days after the close of each Plan Year, the Employer shall furnish each Participant a fair summary of the information contained in the latest annual report filed with the Secretary of Labor, including a statement of the assets and liabilities of the custodial account aggregated by categories and valued at their current value and the same data displayed in comparative form for the previous Plan Year, together with a statement of receipts and disbursements during the Plan Year covered by the latest annual report aggregated by general sources and applications. The Employer shall also file with the Secretary of the Treasury or his or her delegate such returns and reports as to the administration of the Plan, at such times and in such form, as may be required at the time of reference under sections 6057 and 6058 and other applicable sections of the Code and regulations. As used in this Section, the term "Participant" shall also include and refer to the beneficiaries of a Participant who are entitled to receive benefits under the Plan at the time of reference, each of whom shall be considered to have become a Participant for purposes of this Section at the time he first receives benefits.

Section 11.7 Loss of Qualified Status. If an Employer Plan as adopted by an Employer fails, for any reason, to retain its status as a qualified plan under section 401 of the Code, such Employer Plan shall be considered to be an individually designed plan and to no longer be a part of the Plan.

Section 11.8 Gender and Plurals. Wherever used in the Plan, words in the masculine gender shall include both the masculine or feminine gender, and, unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Section 11.9 Governing Law. To the extent not superseded by Federal law, the laws of the State of Illinois shall be controlling in all matters relating to the Plan.

Section 11.10 Limitation of Participant Rights. The adoption and maintenance of the Plan and the Trust by the Employer shall not be construed as giving any Participant or other person any legal or equitable right against the Employer or the Trustee, except as provided herein or in the Trust or as enlarging, modifying or affecting the tenure or terms of employment of any Participant.

Section 11.11 Allocation of Responsibilities Among Fiduciaries. To the extent permitted under section 405(c) of ERISA, each Fiduciary shall have only those specific powers, duties, responsibilities and obligations as are specifically allocated to it under the Plan and shall have no other power, duties, responsibilities or obligations.

The Plan Administrator shall have the duties with respect to the Employer Plan provided under Article 9 and shall be responsible for ensuring that all required Employer contributions are timely made to the Plan. In addition, the Plan Administrator shall have the sole responsibility for the administration of the Employer Plan.

ABA RF shall have the sole responsibility to establish, terminate (in whole or in part) and amend the terms of the Plan and Trust (including, without limitation, provisions regarding Investment Options and recordkeeping and brokerage services) and select, contract with, review the performance of, and remove the Trustee, the recordkeeper, the provider of the Self-Directed Brokerage Option and the provider of any other service that the ABA RF may determine is necessary or appropriate for the ABA RF program (subject to the terms of applicable agreements).

The Trustee shall have the sole responsibility for the administration of the Trust and the management of the assets under the Trust. The Trustee shall be responsible only for the Trust assets that it manages. The Trustee acknowledges that, pursuant to the terms of the Trust, the trustee of the Collective Trust, shall have exclusive authority and discretion to manage and control (within the meaning of section 403(a) of ERISA) the assets invested in such Collective Trust, subject only to the Program Investment Policy and the terms of the Collective Trust.

Each Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan and Trust, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each Fiduciary may rely upon any such direction, information or action of another Fiduciary as being proper under the Plan and Trust, and is not required under the Plan or the Trust to inquire into the propriety of any such direction, information or action, except that each Fiduciary shall not be relieved from liability for a breach of fiduciary responsibility by a co-Fiduciary under section 405(a) of ERISA. It is intended under the Plan and the Trust that each Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan and Trust.

To the extent that the Participants direct the investment of their Accounts, section 404(c) of ERISA is intended to apply and, to the extent applicable, shall apply, and neither the

Trustee, ABA RF nor the Employer shall be liable for any loss that results from the Participants' exercise of investment control.

Notwithstanding any provision of the Trust to the contrary, the Plan Administrator also shall have the obligation, acting as a Plan trustee for this purpose only, to enforce any obligation an Employer may have to make contributions to the Plan in the amount specified, and within the time required, by the terms of the Plan or applicable law.

Section 11.12 Payment of Expenses. All reasonable costs, fees and expenses incurred in connection with the administration and operation of the Plan and Trust, as such expenses are allocated to the Employer Plan, shall be paid out of the Accounts to the extent not paid by the Employer or reimbursed by a third party. Such expenses shall include fees for legal, accounting or investment services rendered to the Trustee, charges payable under any group annuity contract or funding agreement entered into by the Trustee, enrollment, recordkeeping, administration and other fees (including, but not limited to, any termination fees) payable in accordance with the terms of any agreement entered into between ABA RF and the Trustee, recordkeeper, or other third party, as such agreement pertains to the assets of the Trust and the Employer Plan. An Employer may designate in writing that any such payment by the Employer shall be for the administrative expenses charged by the Trustee and ABA RF for accounts invested in any one or more Investment Options as may be designated by the Trustee. If no such designation is made, such payment shall be deemed to reduce expense allocations otherwise made to the Accounts of all Participants. Until paid, the administrative expenses shall constitute a liability of the Trust. However, the Employer may reimburse the Trust for any administrative expenses described above. Any administrative expense paid to the Trust by the Employer as a reimbursement shall not be considered an Employer contribution to the Plan.

Section 11.13 Electronic Media. Notwithstanding any provision of the Plan to the contrary and for all purposes of the Plan, to the extent permitted by the Trustee and any applicable law or regulation, the use of electronic technologies shall be deemed to satisfy any written Notice, consent, delivery, signature, disclosure, time or recordkeeping requirement under the Plan, the Code or ERISA to the extent permitted by or consistent with applicable law and regulations.

Section 11.14 Litigation/Statute of Limitations. Except for actions to which the statute of limitations prescribed by section 413 of ERISA applies, (a) no legal or equitable action under section 502 of ERISA with respect to a claim for benefits subject to Section 9.2 may be commenced later than one year after the claimant receives a final decision from the Employer in response to the claimant's request for review of the denied claim pursuant to Section 9.2 or, if later, one year after the effective date of this provision (which is the date of approval of the Plan by the Internal Revenue Service) and (b) no other legal or equitable action involving the Plan may be commenced later than two years from the time the person bringing an action knew, or had reason to know, of the circumstances giving rise to the action or, if later, two years after the effective date of this provision (which is the date of approval of the Plan by the Internal Revenue Service). This provision shall not bar the Plan or its Fiduciaries from (x) recovering overpayments of benefits or other amounts incorrectly paid to any person under the Plan at any time or (y) bringing any legal or equitable action against any party. Furthermore, no legal or

equitable action under section 502 of ERISA may be commenced prior to exhaustion of the process described in Section 9.2.

Section 11.15 Litigation/Forum. Any legal action involving the Plan that is brought by any Participant, Beneficiary or other person solely against the Employer as Plan sponsor or Plan Administrator must be brought in the federal district court where the Employer has its principal place of business and no other federal or state court. Any legal action involving the Plan and the Trustee or ABA RF that is brought by any Participant, Beneficiary or other person must be brought in the United States District Court for the Northern District of Illinois and no other federal or state court.

ARTICLE 12

TOP-HEAVY PLAN REQUIREMENTS

Section 12.1 Top-Heavy Status of Employer Plan. The Trustee shall annually determine whether the Employer Plan is Top-Heavy (unless otherwise elected by the Employer in an Adoption Agreement). If the Employer Plan is found to be Top-Heavy for a Plan Year, the Employer contribution made pursuant to Section 5.2 shall meet the Minimum Contribution requirements of Section 12.1(b) for that Plan Year. To the extent such Employer contribution does not meet such requirements, the Employer shall make an additional Employer contribution necessary to satisfy such requirements. A SIMPLE Plan that is maintained in accordance with section 401(k)(11) of the Code shall not be subject to the requirements of this Article. An Employer Plan that consists solely of (i) a Safe Harbor Plan that is maintained in accordance with sections 401(k)(12) and 401(m)(11) of the Code or (ii) a Safe Harbor Plan that is maintained in accordance with sections 401(k)(13) and 401(m)(12) of the Code shall not be subject to the requirements of this Article.

For purposes of this Article, the following terms shall be defined as follows:

(a) Determination Date. For any Plan Year, the last day of the preceding Plan Year. For the first Plan Year, the Determination Date means the last day of that year.

(b) Minimum Contribution. An Employer contribution determined in accordance with the following rules for a particular Plan Year:

(1) Except as otherwise provided under subsections (3), (7) and (8) of this Section 12.1(b), an Employer contribution not less than 3% of each Participant's Compensation (or if the Employer has no defined benefit plans that are qualified under section 401(a) of the Code that designate the Employer Plan to satisfy the minimum contribution and benefit requirements of section 416 of the Code, the highest percentage of Employer contributions and forfeitures, as a percentage of the Key Employee's Compensation, allocated on behalf of any Key Employee for that Plan Year), if less.

(2) The Minimum Contribution shall be determined without regard to Social Security contributions and Elective Contributions. Matching Contributions shall be taken into account for purposes of determining the Minimum

Contribution under the Employer Plan, or if the Employer Plan provides that the Minimum Contribution shall be satisfied by another Qualified Plan (or Plans), such other Qualified Plan, including a Safe Harbor Plan or a QACA Safe Harbor Plan.

(3) If the Employer has not elected to make integrated contributions pursuant to Section 5.2(c), the Minimum Contribution shall only be made to each Participant who is not a Key Employee.

(4) If the Employer has adopted and maintains a Profit Sharing Plan and has not elected to make integrated contributions pursuant to Section 5.2(c), Employer contributions shall be allocated first in accordance with the Minimum Contribution requirements of this Section 12.1(b) and then in accordance with Section 5.2.

(5) If the Employer has adopted and maintains a Profit Sharing Plan and elects to make integrated Employer contributions, notwithstanding Section 5.2(d)(4), the Maximum Disparity Rate (as defined in Section 5.2(d)(4)) shall be reduced by the percentage allocated under subsection (A) below and Employer contributions shall be allocated as follows prior to the application of the allocation procedures set forth in Section 5.2(c)(B)(i):

(A) First, to each Participant in the proportion that each such Participant's total Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year; provided, however, that the amount allocated to any Participant under this paragraph shall not exceed three (3) percent of the Participant's Compensation for the Plan Year; and

(B) Then, if any Employer contributions (and forfeitures, if applicable) remain, to each Participant in the proportion that each such Participant's Compensation in excess of the Integration Level designated in the Adoption Agreement for the Plan Year bears to the total Compensation in excess of said Integration Level of all such Participants; provided, however, that the amount allocated to any Participant under this paragraph shall not exceed three (3) percent of the Participant's Compensation for the Plan Year. In the case of any Participant who has exceeded the Cumulative Permitted Disparity limit set forth below, such Participant's total Compensation for the Plan Year shall be taken into account for purposes of this paragraph.

(6) The Minimum Contribution shall be allocated on behalf of a Participant even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation (or would have received a lesser allocation) for the Plan Year because the Participant did not complete 1,000 Hours of Service (or any equivalent provided in the Plan) during such Plan Year; provided, however, that the Minimum Contribution shall not be allocated on

behalf of a Participant who is not employed by the Employer on the last day of the Plan Year, if such a last-day requirement otherwise applies under the Employer Plan.

(7) The Minimum Contribution shall not be made for a Participant to the extent that the Participant is covered under another Qualified Plan (or Plans) of the Employer and the Employer has elected in the nonstandardized Adoption Agreement that the minimum contribution and benefit requirements of section 416 of the Code shall be satisfied by such other Qualified Plan (or Plans).

(8) Notwithstanding subsection (7) of this Section 12.1(b), if the Employer has elected to make integrated Employer contributions to a Qualified Plan (or Plans), the Minimum Contribution shall be made to the Qualified Plan (or Plans) as to which the Employer has elected to make integrated Employer contributions.

(9) The figure “5%” shall be substituted for “3%” in subsection (1) above if the Employer has also adopted the American Bar Association Members Defined Benefit Pension Plan, both such plan and the Employer Plan are Top-Heavy (within the meaning of Section 12.1), and the Employer elects to make the Minimum Contribution under the Employer Plan.

(10) Notwithstanding Section 2(11)(d), a Participant’s Compensation for purposes of this Section shall include all compensation actually paid or made available to the Participant for the entire Plan Year even though the Participant may not have been a Participant for the entire Plan Year.

(c) Key Employee. Any Employee or former Employee (including any deceased Employee) who, at any time during the Plan Year containing the Determination Date, was (i) an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), (ii) a 5-percent owner of the Employer, or (iii) a 1-percent owner of the Employer having annual compensation of more than \$150,000. Annual compensation means compensation as defined in section 415(c)(3) of the Code; provided, however, with respect to a nonresident alien who is not a Participant in the Plan, annual compensation shall not include any amounts paid to such nonresident alien which are (i) excludable from gross income and (ii) not effectively connected with the conduct of a trade or business within the United States. The determination of who is a Key Employee will be made in accordance with section 416(i)(1) of the Code and the Income Tax Regulations thereunder.

(d) Permissive Aggregation Group. The Required Aggregation Group of plans plus any other Qualified Plans of the Employer which, when considered with the Required Aggregation Group, would continue to satisfy the requirements of sections 401(a)(4) and 410 of the Code.

(e) Present Value of Accrued Benefits. The value determined by using the interest and mortality rates specified in the Adoption Agreement. The accrued benefit of a

Participant other than a Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans qualified under section 401(a) of the Code that are maintained by the Employer, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of section 411(b)(1)(C) of the Code.

(f) Required Aggregation Group. Each Qualified Plan of the Employer in which at least one Key Employee participates or participated during the Plan Year containing the Determination Date (regardless of whether the plan has terminated) and any other Qualified Plan that enables any plan in which a Key Employee participates to meet the requirements of section 401(a)(4) or 410 of the Code.

(g) Top-Heavy. With respect to any Plan Year that any one of the following conditions exists:

(1) The Top-Heavy Ratio for the Employer Plan exceeds 60%, and the Employer Plan is not part of any Required Aggregation Group or Permissive Aggregation Group.

(2) The Employer Plan is 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%.

(3) The Employer Plan is part of a Required Aggregation Group and part of a Permissive Aggregation Group, and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(h) Top-Heavy Ratio.

(1) The Top-Heavy Ratio for the Employer Plan, or any Required or Permissive Aggregation Group, as appropriate, is a fraction the numerator of which is the sum of account balances under the aggregated Qualified Defined Contribution Plans of the Employer (including this Plan and any “simplified employee pension plan” as defined in section 408(k) of the Code) for all Key Employees computed in accordance with section 416 of the Code and the Present Value of Accrued Benefits under the aggregated defined benefit plans qualified under section 401(a) of the Code of the Employer for all Key Employees as of the Determination Date, and the denominator of which is the sum of the account balances under the aggregated Qualified Defined Contribution Plans (including this Plan and any “simplified employee pension plan” as defined in section 408(k) of the Code) for all Participants determined in accordance with section 416 of the Code and the Present Value of Accrued Benefits under the defined benefit plans that are qualified under section 401(a) of the Code for all Participants as of the Determination Date, all in accordance with section 416 of the Code and the Income Tax Regulations thereunder. Both the numerator and the denominator of the Top-Heavy Ratio are adjusted to include any distribution of an accrued benefit or any part of any account balance made (i) within the Plan Year containing the

Determination Date and (ii) if made for a reason other than severance from employment, death or Disability, within the four (4) Plan Years preceding the Plan Year containing the Determination Date. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any Employer contributions which are due but unpaid as of the Determination Date but which are required to be taken into account as such under section 416 of the Code and the Income Tax Regulations thereunder.

(2) For purposes of paragraph (1), the value of account balances and the Present Value of Accrued Benefits will be determined as of the latest Valuation Date that falls within or ends with the 12-month period ending on the Determination Date. The account balances and accrued benefits of a Participant (A) who is not a Key Employee but who was a Key Employee in a prior Plan Year or (B) who has not performed services for the Employer maintaining this Plan at any time during the one-year period containing the Determination Date shall be disregarded. The calculation of the Top-Heavy Ratio and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with section 416 of the Code and the Income Tax Regulations thereunder. Deductible employee contributions shall not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and accrued benefits shall be calculated with reference to the Determination Dates that fall within the same calendar year.

ARTICLE 13

AMENDMENT AND TERMINATION

Section 13.1 In General. (a) No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit except to the extent permitted under section 412(d)(2) of the Code or to the extent permitted under sections 1.411(d)-3 and 1.411(d)-4 of the Income Tax Regulations. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's account balance with respect to benefits attributable to service before the amendment shall be treated as reducing an accrued benefit. Furthermore, if the vesting schedule of a 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, a Participant's Vested Portion (determined as of such date) will not be less than his or her Vested Portion 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; provided, however, that an amendment that eliminates or restricts the ability of a Participant to receive his or her account balance under a particular optional form of benefit shall be permitted if the amendment provides a single-sum distribution form that 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 of benefits.

If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's Vested Portion or if after any

such amendment the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three (3) years of Service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have his or her Vested Portion 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:

- (1) 60 days after the amendment is adopted;
- (2) 60 days after the amendment becomes effective; and
- (3) 60 days after the Participant is issued written notice of the amendment by the Employer.

(b) Amendment by ABA RF. By adoption of this Plan, the Employer delegates to ABA RF the right to amend the Plan in whole or in part at any time or times without prior notice to the Employer or any person having an interest under the Plan. Each Employer shall be deemed to have consented to each such amendment unless it dissents in writing delivered to ABA RF within 30 days after a copy of such amendment has been furnished to the Employer. If an Employer dissents from any amendment made by ABA RF, such Employer's Plan will no longer be considered part of the Plan, but will be considered an individually designed plan. Any amendment of the Plan which ABA RF determines to be necessary to insure initial or continued approval of the Plan as qualified and exempt from taxation under sections 401(a) and 501(a) of the Code may be retroactively effective to the extent required to maintain such approved status and the rights and interests of all persons under the Plan shall be subject to the terms of any such retroactive amendment.

Notwithstanding the foregoing paragraph, for purposes of reliance on an opinion letter, ABA RF shall no longer have the authority to amend the Plan on behalf of the Employer as of the date (i) such Employer amends the Employer Plan to incorporate a type of plan described in section 6.03 of Revenue Procedure 2011-49 that is not permitted under the master and prototype program or (ii) the Internal Revenue Service notifies the Employer, in accordance with section 24.03 of Revenue Procedure 2011-49, that the Employer Plan is an individually designed plan due to the nature and extent of Employer amendments to the Employer Plan.

(c) Amendment of Adoption Agreement by Employer. (1) Without prior notice to any Participant or beneficiary, the Employer may amend the Adoption Agreement at any time or times, subject to acceptance by ABA RF, in order to elect or change any of the Adoption Agreement options available to the Employer at the time of such amendment. Any amendment of the Adoption Agreement which the Employer determines to be necessary to insure initial or continued approval of the Plan as qualified and exempt from taxation under sections 401(a) and 501(a) of the Code in relation to the Employer's trade or business may be made retroactively effective to the extent required to maintain such approved status and the rights and interests of all persons under the Plan shall be subject to the terms of any such retroactive amendment. No other Adoption Agreement amendment may be made retroactive in any manner which deprives any person of any benefits or interests vested in him under the Plan

as of the later of the date such amendment is adopted or the date it becomes effective. No amendment to the Adoption Agreement shall decrease a Participant's Accounts or eliminate certain optional forms of distribution.

(2) An Employer may amend the Plan by adding overriding language to the Adoption Agreement where such language is necessary to satisfy section 415 or 416 of the Code because of the required aggregation of multiple plans under such sections of the Code.

(3) An Employer may adopt certain model amendments published by the Internal Revenue Service which specifically provide that their adoption will not cause the Plan to be treated as individually designed.

(4) If any Adoption Agreement amendment reduces the Employer's obligations or contributions to or for any Participant or restricts eligibility in a manner which might affect the qualified and tax exempt status of the Plan, the Employer shall be solely responsible to determine the effect of any such amendment and to submit the same to the Internal Revenue Service for approval if the Employer deems such action necessary or desirable.

(5) If the Employer amends the Plan or non-elective portions of the Adoption Agreement for any other reason, including a waiver of the minimum funding requirement under section 412(d) of the Code, the Plan will no longer be considered part of the Plan but will be considered an individually designed plan.

Section 13.2 Termination of Plan by Employer. The Employer may at any time terminate the Employer Plan by giving written notice to that effect to the Trustee and all Participants. The Employer Plan shall terminate on the death of the Employer (if the Employer is a sole proprietor) or on the termination of the Partnership (if the Employer is a partnership) unless provision is made by a successor to the Employer's trade or business for the continuation of the Employer Plan. Upon the death of an Employer who is a sole practitioner, all duties and responsibilities of the Employer under the Plan shall be assumed by a person or persons designated by the executor or administrator of the estate of the deceased Employer. In the event of any such termination, the Accounts of Participants and Beneficiaries shall continue to be held and administered by the Trustee and shall be distributed by the Trustee pursuant to Section 13.3 as soon as administratively feasible. A permanent suspension of contributions by the Employer under a Profit Sharing Plan shall be deemed a termination of the Employer Plan for purposes of this Section.

In the event the Employer shall cease to exist at any time and the Employer Plan is not continued by a successor to the Employer as provided above, ABA RF shall thereupon assume all rights, powers and duties of the Employer under the Employer Plan to the extent necessary to complete the distribution of all interests in the Employer Plan. If, at the time of any such cessation of the Employer's existence, no effective written directions shall then be on file with the Trustee pursuant to the Employer Plan governing the distribution of a Participant's Accounts, ABA RF shall direct the Trustee pay such interest to such person or persons, in such

shares and installments and at such time or times as ABA RF, in its sole discretion, shall determine to be in accordance with the provisions of the Plan.

Section 13.3 Distribution of Participant Accounts. Upon termination or partial termination of the Employer Plan, or complete discontinuance of contributions of an Employer Plan that is a Profit Sharing Plan, by the Employer thereunder, the right of each affected Participant (including each Former Participant who terminated employment with the Employer while his or her Vested Portion was less than 100%, who has not incurred five (5) consecutive Break in Service Years, and who is required under applicable official guidance of the Internal Revenue Service to receive upon termination a restoration of the unvested portion of his or her Accounts) to the amounts in his or her Accounts at such time shall be fully vested and nonforfeitable (subject to any contrary provisions of the Trust). If the Employer Plan is terminated, the Employer, subject to the rules of the Trustee, shall direct the Trustee to cause the amounts in the Accounts of each Participant to be distributed in accordance with the provisions of Article 6. With respect to amounts in a Participant's 401(k) Employer, Roth 401(k) Contribution, QACA Safe Harbor Contribution and 401(k) Salary Deferral Accounts, the Employer may only direct the Trustee to make such distributions if:

(1) The Employer does not maintain an alternative defined contribution plan, other than (i) an "employee stock ownership plan" (as defined in section 4975(e)(7) or 409(p)(6)(A) of the Code); (ii) a "simplified employee pension plan" (as defined in section 408(k) of the Code); (iii) a "SIMPLE IRA plan" (as defined in section 408(p) of the Code); (iv) a plan or contract described in section 403(b) of the Code; or (v) a plan described in section 457(b) or (f) of the Code; and

(2) Such distributions are made in a single-sum payment.

Subject to the requirements of this Section and Article 5, if the Employer Plan is terminated before all forfeited amounts, and all income thereon, have been disposed of under Sections 4.2(e) and 6.1, the amounts not disposed of shall be allocated pro rata to the Employer Accounts of Participants who are Employees on the date of termination, in accordance with their relative Compensation for the Plan Year in which termination occurs.

Section 13.4 Trustee-to-Trustee Transfer. If an Employee who becomes a Participant has an account or accounts under a Qualified Plan in which he previously participated, the Trustee, upon request of the Participant (or upon the request of the Employer, provided the Qualified Plan in which the Participant previously participated is a plan of such Employer) and with the consent of both the Employer and the employer under such other Qualified Plan, may accept amounts accrued by the Participant under such other Qualified Plan for credit to the Participant's corresponding Accounts (provided that the Trustee is assured of the tax-qualified status of the transferor plan). The Plan Administrator shall determine both the conditions under which each such transfer is to be made and the Accounts to which transferred amounts are to be credited, and shall convey this determination to the Trustee by Notice to the Trustee. Transferred amounts shall be credited to Accounts that adequately protect the tax characteristics and distribution restrictions that apply to the transferred amounts.

Section 13.5 Transfer to New Plan by Employer. The Employer shall have the right at any time to direct the Trustee to transfer all property held in the Trust to another custodian or to a trustee of any new plan adopted by the Employer pursuant to this Section. At the direction of the Employer, the Trustee shall make such transfer as of the first Business Day after receipt of such direction and the interests and participation of all Participants and their Beneficiaries under the Employer Plan shall cease as of such date.

Any new plan adopted by an Employer for transfer of the Trust under this Section shall be a tax-qualified plan under section 401(a) of the Code, which is administered by a bank, custodian company, investment company, insurance company or other appropriate institution or person permitted by the Code to act as custodian or trustee for such new plan.

Section 13.6 Trust Fund to Be Applied Exclusively for Participants and Their Beneficiaries. Subject only to the provisions of Sections 4.5, 5.4, 5.5 and 13.2, and any other provision of the Plan to the contrary notwithstanding, it shall be impossible for any part of the Trust to be used for or diverted for any purpose not for the exclusive benefit of Participants and their beneficiaries either by operation or termination of the Plan, power of amendment or other means.

AMENDMENTS

**AMENDMENT NUMBER ONE
TO THE
AMERICAN BAR ASSOCIATION MEMBERS RETIREMENT PLAN
(Basic Plan Document No. 03)**

WHEREAS, ABA Retirement Funds (“ABA RF”) sponsors the American Bar Association Members Retirement Plan (the “Plan”), a master plan for adoption by employers who desire to establish or continue tax-qualified retirement plans;

WHEREAS, pursuant to Section 13.1(b) of the Plan, ABA RF has the right to amend the Plan in whole or in part at any time;

WHEREAS, ABA RF desires to amend the Plan (i) to reflect the appointment of Mercer Trust Company (“MTC”) as Trustee of the American Bar Association Members Retirement Trust (the “Master Trust”), the American Bar Association Members Pooled Trust for Retirement Plans (the “Pooled Trust”) and the American Bar Association Members/Northern Trustee Collective Trust (the “Collective Trust”) and the renaming of the Collective Trust as the American Bar Association Members/MTC Collective Trust and (ii) to make certain other changes.


NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the power of amendment contained in Section 13.1(b) of the Plan, the Plan is hereby amended, effective September 1, 2015 as follows:

1. Article 1, subsection (vii) (with respect to the effective date of Plan provisions regarding the prior change in Trustee) is hereby deleted in its entirety and Article 1 subsections (viii)-(x) are hereby renumbered, to reflect such deletion, as Article 1 subsections (vii)-(ix).
2. Article 2, subsection (10) of the Plan is hereby amended in its entirety to read as follows:

(10) Collective Trust. “Collective Trust” means the American Bar Association Members/MTC Collective Trust (formerly known as the American Bar Association Members/Northern Trust Collective Trust), a group trust established under a declaration of trust dated as of August 8, 1991, as amended and in effect from time to time.
3. Section 3.1 is hereby amended to strike the words “prospectus forming part of the Registration Statement filed with” and replace them with “annual disclosure document distributed to Employers as required by”.
4. Section 9.4 is hereby amended to strike the word “either” that appears therein.

IN WITNESS WHEREOF, ABA RF has caused this instrument to be executed by a duly authorized officer this 19th day of October, 2015.

ABA RETIREMENT FUNDS

By: 
Its: President

**AMENDMENT NUMBER TWO
TO THE
AMERICAN BAR ASSOCIATION MEMBERS RETIREMENT PLAN
(Basic Plan Document No. 03)**

Changes to Hardship Withdrawal Rules

WHEREAS, ABA Retirement Funds (“ABA RF”) sponsors the American Bar Association Members Retirement Plan (the “Plan”), a master plan for adoption by employers who desire to establish or continue tax-qualified retirement plans;

WHEREAS, pursuant to Section 13.1(b) of the Plan, ABA RF has the right to amend the Plan in whole or in part at any time;

WHEREAS, ABA RF desires to amend the Plan to reflect statutory changes affecting section 401(k) plans, including recent changes made by the Bipartisan Budget Act of 2018.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the power of amendment contained in Section 13.1(b) of the Plan, the Plan is hereby amended as follows:

1. To add a new subsection (x) to Article 1 to read as follows and to amend subsections (viii) and (ix) of Article 1 to reflect such addition.

(x) The changes to Section 7.2(a) regarding modifications required or permitted by the Bipartisan Budget Act of 2018: (A) that expand the list of events for which a distribution shall be deemed to be made on account of an “immediate and heavy financial need” shall be effective as of January 1, 2018, (B) that change the sources from which 401(k) hardship withdrawals may be made under Section 7.2(a) shall be effective as of June 30, 2020, and (C) for all other changes shall be effective as of April 19, 2019.

2. To amend Section 7.2(a) of the Plan in its entirety to read as follows:

(a) 401(k) Hardship Withdrawals. If the Employer has adopted the 401(k) arrangement pursuant to Article 4 and has also elected in the Adoption Agreement to adopt the hardship withdrawal feature of this Section, this Section shall apply. A Participant who has not incurred a Disability may apply to withdraw from his or her Salary Deferral Account, 401(k) Employer Account and/or Roth 401(k) Contribution Account an amount required on account of a hardship necessary to satisfy an “immediate and heavy financial need.” In accordance with rules and procedures established by the Trustee, the Participant shall direct such withdrawal from the Account or Accounts of his or her choosing.

A distribution shall be deemed to be made on account of an “immediate and heavy financial need” if the distribution is on account of (i) the purchase (excluding mortgage payments) of a principal residence of the Participant; (ii) payment of tuition, room and board and related educational fees for the next 12 months of post-secondary education for the Participant, or his or her spouse, children, dependents (as defined in section 152 of the Code, without regard to sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code) or primary beneficiary (as defined below)

under the Plan; (iii) payment of expenses incurred for or necessary to obtain medical care for the Participant or his or her spouse, children, dependents (as defined above) or primary beneficiary that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (iv) the need to prevent either the eviction of the Participant from his or her principal residence or the foreclosure on the mortgage on the Participant's principal residence; (v) payment of burial or funeral expenses for the Participant's deceased parent, spouse, children, dependents (as defined in section 152 of the Code, without regard to section 152(d)(1)(B) of the Code) or primary beneficiary under the Plan; (vi) payment of expenses to repair damage to the Participant's principal residence that would qualify as a casualty deduction (as determined under section 165 of the Code (but without regard to section 165(h)(5) of the Code or whether the loss exceeds 10% of adjusted gross income); (vii) expenses and losses (including loss of income) incurred on account of a disaster declared by the Federal Emergency Management Agency or its successor ("FEMA") under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided, that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster (a "disaster area"); or (viii) such other deemed immediate and heavy financial needs designated by the Internal Revenue Service. A Participant's primary beneficiary under the Plan is an individual who is named as a Beneficiary under the Plan at the time the hardship is incurred and who has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the death of the Participant.

The amount that may be withdrawn because of hardship cannot exceed the lesser of (i) the aggregate contributions, less any amount previously withdrawn, made by the Participant to his or her 401(k) Salary Deferral Account, 401(k) Employer Account and Roth 401(k) Contribution Account, plus any earnings on such amounts and (ii) the amount required to satisfy the immediate and heavy financial need of the Participant (which may include any amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution shall be deemed necessary to satisfy an immediate and heavy financial need of the Participant if all the following requirements are satisfied:

(i) The Participant has obtained all distributions (including distributions of ESOP dividends under section 404(k) of the Code), other than hardship distributions, currently available under the Employer Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer.

(ii) The Participant has provided to the Plan Administrator a representation in writing (including by using an electronic medium as defined in section 1.401(a)-21(e)(3) of the Income Tax Regulations) or in such other form as may be prescribed by the Commissioner of Internal Revenue, that the Participant has insufficient cash or other liquid assets reasonably available to satisfy such need.

(iii) The Plan Administrator does not have actual knowledge that is contrary to the Participant's representation.

IN WITNESS WHEREOF, ABA RF has caused this instrument to be executed by a duly authorized officer this 10th day of March, 2020.

ABA RETIREMENT FUNDS

By: _____

Its: _____ President _____

OPINION LETTERS

The following are the opinion letters issued for the forms of prototype plan to which they relate. Please see the plan types and corresponding letter serial numbers for the opinion letter that matches your particular plan.*

<u>PLAN TYPE</u>	<u>LETTER SERIAL NO.</u>
Standardized Profit Sharing Plan	J293651a
Standardized 401(k) Plan	J293651a
Non-Standardized Profit Sharing Plan	J393652a
Non-Standardized 401(k) Plan	J393652a
Non-Standardized Money Purchase Pension Plan	J393653a
Non-Standardized Target Benefit Plan	J393654a
SIMPLE 401(k) Plan	J293655a

**Letter serial numbers are located in the third line of the upper left portion of the page.*

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TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Master Standardized Profit Sharing Plan & Trust With CODA
FFN: 31202580003-001 Case: 201200610 EIN: 36-2550367
Letter Serial No: J293651a
Date of Submission: 04/02/2012

ABA RETIREMENT FUNDS
321 NORTH CLARK STREET, 16TH FLOOR
CHICAGO, IL 60654

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

We have determined that the related trust or custodial account under this master plan is exempt from income tax under Code section 501(a).

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). The employer can generally rely on the letter as described in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, provided the terms of the plan are followed in operation.

Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

An employer that adopts this plan may not rely on this opinion letter with respect to: (1) whether any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of section

Letter 4333

1.401(a)(4)-5(a) of the regulations, except with respect to plan amendments granting past service that meet the safe harbor described in section 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; or (2) whether the plan satisfies the effective availability requirement of section 1.401(a)(4)-4(c) of the regulations with respect to any benefit, right or feature.

An employer that adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter with respect to whether a benefit, right or other feature that is prospectively eliminated satisfies the current availability requirements of section 1.401(a)(4)-4 of the regulations.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Master Non-standardized Profit Sharing Plan & Trust With CODA
FFN: 31302580003-004 Case: 201200611 EIN: 36-2550367
Letter Serial No: J393652a
Date of Submission: 04/02/2012

ABA RETIREMENT FUNDS
321 NORTH CLARK STREET, 16TH FLOOR
CHICAGO, IL 60654

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

We have determined that the related trust or custodial account under this master plan is exempt from income tax under Code section 501(a).

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Letter 4333

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an opinion letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the opinion letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the opinion letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.


The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Master Non-standardized Money Purchase Pension Plan & Trust
FFN: 31302580003-005 Case: 201200612 EIN: 36-2550367
Letter Serial No: J393653a
Date of Submission: 04/02/2012

ABA RETIREMENT FUNDS
321 NORTH CLARK STREET, 16TH FLOOR
CHICAGO, IL 60654

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

We have determined that the related trust or custodial account under this master plan is exempt from income tax under Code section 501(a).

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Letter 4333

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an opinion letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the opinion letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the opinion letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

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You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Master Non-standardized Target Benefit Plan & Trust
FFN: 31302580003-007 Case: 201200613 EIN: 36-2550367
Letter Serial No: J393654a
Date of Submission: 04/02/2012

ABA RETIREMENT FUNDS
321 NORTH CLARK STREET, 16TH FLOOR
CHICAGO, IL 60654

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

We have determined that the related trust or custodial account under this master plan is exempt from income tax under Code section 501(a).

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Letter 4333

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This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

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You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Master Standardized Profit Sharing Plan & Trust With CODA
FFN: 31202580003-008 Case: 201200614 EIN: 36-2550367
Letter Serial No: J293655a
Date of Submission: 04/02/2012

ABA RETIREMENT FUNDS
321 NORTH CLARK STREET, 16TH FLOOR
CHICAGO, IL 60654

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

We have determined that the related trust or custodial account under this master plan is exempt from income tax under Code section 501(a).

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the sponsor on behalf of employers must provide the date of adoption by the sponsor.

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Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). The employer can generally rely on the letter as described in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, provided the terms of the plan are followed in operation.

Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

An employer that adopts this plan may not rely on this opinion letter with respect to: (1) whether any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of section

Letter 4333

1.401(a)(4)-5(a) of the regulations, except with respect to plan amendments granting past service that meet the safe harbor described in section 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; or (2) whether the plan satisfies the effective availability requirement of section 1.401(a)(4)-4(c) of the regulations with respect to any benefit, right or feature.

An employer that adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter with respect to whether a benefit, right or other feature that is prospectively eliminated satisfies the current availability requirements of section 1.401(a)(4)-4 of the regulations.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter in these circumstances by filing an application with Employee Plans Determinations on Form 5300, without restating for the Cumulative List in effect when the application is filed.

If you, the master or prototype sponsor, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the sponsor. Individual participants and/or adopting employers with questions concerning the plan should contact the master or prototype sponsor. The plan's adoption agreement must include the sponsor's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



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