

How to set up your Retirement Plan

To assist you with setting up your Premiere Select® Retirement Plan, we've provided a checklist of the forms and documents needed to establish and administer your plan.

Applicable Form/Document	Employer Instructions	Send to your investment representative	Keep in your files
A A Profit Sharing Plan Adoption Agreement	Complete this Adoption Agreement in its entirety. If you want a paired plan you must also complete the Money Purchase Pension Plan Adoption Agreement.	✓	✓ (A copy)
B Money Purchase Pension Plan Adoption Agreement	Complete this Adoption Agreement in its entirety. If you want a paired plan you must also complete the Profit Sharing Plan Adoption Agreement.	✓	✓ (A copy)
AB Supplemental Fees and Compensation Schedule Acknowledgement	Sign this form to acknowledge that you have read and understand the fees and compensation that National Financial Services LLC may receive in connection with the servicing of your account. The signed form must be submitted with the Adoption Agreement to your investment representative.	✓	✓
C Premiere Select Retirement Plan Account Application	Each participant of the plan (including the Employer) must complete C. Make out separate checks for each participant for deposit into the investment vehicle selected as the core account investment vehicle. Separate checks are also needed if you are adopting both the money purchase and profit sharing plans.	✓	✓ (A copy)
D Summary Plan Description	If you have participants other than yourself, you must generally provide a copy of the Summary Plan Description to each participant and beneficiary within 90 days after they become eligible to participate in the Plan.		✓
E Premiere Select Retirement Plan and Trust Agreement	This is a copy of the document that describes the rules, terms, conditions, and provisions of your Plan. The prototype sponsor of the Plan is generally responsible for keeping this document up-to-date and will notify you of any amendments to the Plan.		✓
F Opinion Letters	Copies of favorable determination letters received from the IRS, which provide an opinion that the Premiere Select Retirement Plan meets the requirements of a qualified plan under the Internal Revenue Code, can be found in the back of the Plan document.		✓

- If you wish to transfer your current retirement plan assets to the Premiere Select Retirement Plan, please call your investment representative to obtain a Transfer of Assets Form. Once completed, this form will be sent to the financial institution where your current retirement plan assets are held. You should consult legal counsel to determine if you are required to file FORM 5310-A with the IRS 30 days before plan assets (or liabilities) are merged, consolidated, or transferred. The IRS will impose a penalty on plan sponsors or administrators for failing to file this form in a timely manner.
- If you wish to add a participant to your Plan at a later date, call your investment representative and you will be sent the appropriate form.
- If you or a plan participant wishes to take a distribution, a separate distribution form can be obtained through your investment representative.

The Premiere Select® Retirement Plan

Profit Sharing Plan Adoption Agreement No. 001

A Prototype Plan

For use with the Premiere Select Retirement Plan, Basic Plan Document No. 08

1. Plan Information

A. Name of Plan:

This is the _____ (the "Plan"), Plan Number _____. The Plan consists of the Plan and Trust Agreement and this Adoption Agreement as completed.

B. Name of Plan Administrator

Name of Plan Administrator <i>if not the Employer</i>			
Address			
City		State	Zip/Postal Code
Phone	Email Address		
Name of Successor Plan Administrator			
Address			
City		State	Zip/Postal Code
Phone	Email Address		

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

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

C. Plan Year and Limitation Year *Check one.*

- ☐ Calendar year ☐ Fiscal year ending

Fiscal year ending

If left blank, the Plan Year and Limitation Year will be the calendar year.

D. Plan Status and Effective Date *Check one.*

- ☐ 1. New Plan Effective Date
- ☐ 2. Amendment Effective Date

Effective Date MM DD YYYY

Cannot be earlier than the first day of the current Plan Year.

Effective Date MM DD YYYY

Cannot be earlier than January 1, 2007.

This is: *Check one.*

- ☐ a. An amendment and restatement of a Basic Plan Document No. 05 Adoption Agreement previously executed by the Employer.
Basic Plan Document No. 05 is now No. 08.
- ☐ b. An amendment and restatement from another plan document to a Basic Plan Document No. 08 Adoption Agreement.

The original effective date of the Plan is:

Original Effective Date MM DD YYYY

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1. Plan Information *continued*

Note: Complete (E) below only if this plan is part of a "paired plan." A "paired plan" is one that is designed to work together with a second qualified retirement plan for purposes of satisfying certain IRS requirements (see Section 2.24 of the basic plan document for more information).

E. Paired Plan: The Plan is not considered a "paired plan" unless (1) or (2) is checked below. *Check if applicable.*

- ☐ 1. The Plan is paired with the _____ Money Purchase Plan (Adoption Agreement #002)
- ☐ 2. The Plan is paired with the following plan: _____

2. Employer

A. Name of Employer

Name of Employer		
Address		
City	State	Zip/Postal Code
Phone	Taxpayer ID Number	

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

Affiliated Employers
Affiliated Employers
Affiliated Employers

3. Coverage

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

1. Eligibility Service Requirement: *Check one.*

- ☐ No eligibility service requirement
- ☐ Six months of employment *If this option is selected, an Employee will not be required to complete any specified number of Hours of Service in the six-month period.*
- ☐ 1 Year of Service
- ☐ 2 Years of Service

2. Age Requirement: *Check one.*

- ☐ No minimum age requirement

Years

Cannot be more than 21.

B. An Employee who has satisfied the eligibility requirements for participation in (A) above will become a Participant on the following date, provided he is then an Employee: *Check one.*

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

C. The requirements listed above are: *Check one.*

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

4. Compensation

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

- ☐ For the entire Plan Year.
- ☐ For the portion of the Plan Year in which the Employee is eligible to participate in the Plan.

Note: "Compensation" is defined in Section 2.11 of the Plan.

5. Employer Contributions

The Plan allows for discretionary Employer profit sharing contributions. The allocation of any discretionary Employer contributions *Check one.*

- A. ☐ **Will not be integrated with Social Security.** See Section 4.5 of the Plan.
- B. ☐ **Will be integrated with Social Security.** See Section 4.7 of the Plan.

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

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

- a.

Amount
\$.

May not exceed the Taxable Wage Base.
- b.

Percentage
 %

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

2. The Excess Contribution Percentage (which may not exceed the Profit Sharing Maximum Disparity Rate defined in Section 4.7(d) of the Plan) will be:

Percentage
 %

6. Normal Retirement Age

The Plan's Normal Retirement Age is age 59½.

However, if the Employer previously elected a Normal Retirement Age of age 55, the Employer may continue that election by checking below:

- ☐ 55

Note: This election is only available if the Employer previously adopted age 55 as the Plan's Normal Retirement Age. Age 59½ is the Normal Retirement Age applicable under the Plan unless (a) an election of age 55 was previously made and (b) an election of age 55 is made above.]

Note: If the Plan's prior Normal Retirement Age was age 55, the Employer's ability to increase the Normal Retirement Age to age 59½ is limited by Section 10.3 of the Plan and applicable anti-cutback provisions of ERISA and the Code.

7. Reliance on Opinion Letter

This is a standardized prototype plan. You may rely on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2011-49.

If you have ever maintained or later adopt any plan (including a welfare benefit fund as defined in section 419(e) of the Internal Revenue Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in

Section 419A(d)(3) of the Internal Revenue Code or an individual medical account, as defined in Section 415(1)(2) of the Code) in addition to the Plan (other than Money Purchase Plan #002), you will not be able to rely on the opinion letter issued by the Internal Revenue Service for the Prototype Plan with respect to the requirements of Sections 415 and 416 of the Internal Revenue Code.

If you adopt or maintain multiple plans and you wish to obtain reliance with respect to the requirements of Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Prototype Plan or in Revenue Procedure 2011-49.

8. Prototype Information

Name of Prototype Sponsor:

Fidelity Management & Research Company

Address of Prototype Sponsor:

82 Devonshire Street
Boston, Massachusetts 02109
800-801-9942

Questions regarding this prototype document may be directed to the Prototype Sponsor.

9. Execution Page

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

The Adoption Agreement may be used only in conjunction with the Premiere Select Retirement Plan, Basic Plan Document No. 08. Failure to fill out this Adoption Agreement properly may result in the disqualification of the Plan. The Prototype Sponsor shall inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the prototype plan document.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this _____ day of _____.

Employer Name <i>name of business</i>	
Print Name of Person Signing Below	
Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Clearing, custody, or other brokerage services may be provided by National Financial Services LLC, or Fidelity Brokerage Services LLC, Members NYSE, SIPC.

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The Premiere Select® Retirement Plan

Money Purchase Plan Adoption Agreement No. 002

A Prototype Plan

For use with the Premiere Select Retirement Plan, Basic Plan Document No. 08

1. Plan Information

A. Name of Plan:

This is the _____ (the "Plan"), Plan Number _____. The Plan consists of the Plan and Trust Agreement and this Adoption Agreement as completed.

B. Name of Plan Administrator

Name of Plan Administrator <i>if not the Employer</i>			
Address			
City		State	Zip/Postal Code
Phone	Email Address		
Name of Successor Plan Administrator			
Address			
City		State	Zip/Postal Code
Phone	Email Address		

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

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

C. Plan Year and Limitation Year *Check one.*

- ☐ Calendar year ☐ Fiscal year ending

Fiscal year ending

If left blank, the Plan Year and Limitation Year will be the calendar year.

D. Plan Status and Effective Date *Check one.*

- ☐ 1. New Plan Effective Date
- ☐ 2. Amendment Effective Date

Effective Date MM DD YYYY

Cannot be earlier than the first day of the current Plan Year.

Effective Date MM DD YYYY

Cannot be earlier than January 1, 2007.

This is: *Check one.*

- ☐ a. An amendment and restatement of a Basic Plan Document No. 05 Adoption Agreement previously executed by the Employer.
Basic Plan Document No. 05 is now No. 08.
- ☐ b. An amendment and restatement from another plan document to a Basic Plan Document No. 08 Adoption Agreement.

The original effective date of the Plan is:

Original Effective Date MM DD YYYY

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1. Plan Information *continued*

Note: Complete (E) below only if this plan is part of a "paired plan." A "paired plan" is one that is designed to work together with a second qualified retirement plan for purposes of satisfying certain IRS requirements (see Section 2.24 of the basic plan document for more information).

E. Paired Plan: The Plan is not considered a "paired plan" unless (1) or (2) is checked below. *Check if applicable.*

- ☐ 1. The Plan is paired with the _____ Profit Sharing Plan (Adoption Agreement No. 001)
- ☐ 2. The Plan is paired with the following plan: _____

2. Employer

A. Name of Employer

Name of Employer		
Address		
City	State	Zip/Postal Code
Phone	Taxpayer ID Number	

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

Affiliated Employers
Affiliated Employers
Affiliated Employers

3. Coverage

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

1. Eligibility Service Requirement: *Check one.*

- ☐ No eligibility service requirement
- ☐ Six months of employment *If this option is selected, an Employee will not be required to complete any specified number of Hours of Service in the six-month period.*
- ☐ 1 Year of Service
- ☐ 2 Years of Service

2. Age Requirement: *Check one.*

- ☐ No minimum age requirement

Years

Cannot be more than 21.

B. An Employee who has satisfied the eligibility requirements for participation in (A) above will become a Participant on the following date, provided he is then an Employee: *Check one.*

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

C. The requirements listed above are: *Check one.*

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

4. Compensation

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

- ☐ For the entire Plan Year.
- ☐ For the portion of the Plan Year in which the Employee is eligible to participate in the Plan.

Note: "Compensation" is defined in Section 2.11 of the Plan.

5. Employer Contributions

The allocation of Employer contributions: *Check one.*

- A. ☐ **Will not be integrated with Social Security.** See Section 4.6 of the Plan. If the Plan will not be integrated with Social Security, fill in the blank below:

Percentage
<div><div></div><div></div><div></div><div></div><div></div></div>
%

of each Participant's Compensation (not less than 3% and not more than 25%) will be contributed for the Participant each year.

- B. ☐ **Will be integrated with Social Security.** See Section 4.8 of the Plan.
If the Plan will be integrated with Social Security, fill in the blanks below:

1. **Contribution formula** indicate both:

a.

Base Contribution
<div><div></div><div></div><div></div><div></div><div></div></div>
%

up to the Integration Level.

b.

Excess Contribution
<div><div></div><div></div><div></div><div></div><div></div></div>
%

in excess of the Integration Level.

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

a.

Amount
<div><div>\$</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div></div></div>

May not exceed the Taxable Wage Base.

b.

Percentage
<div><div></div><div></div><div></div><div></div><div></div></div>
%

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

Amendment to Cease Contributions

The Employer may cease contributions and freeze the Plan, provided that all required notices are given to Participants in accordance with applicable law. If you are freezing the Plan, check the box below and indicate the effective date of the freeze.

- ☐ The Plan is frozen, effective:

Effective Date	MM	DD	YYYY
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>			

6. Normal Retirement Age

The Plan's Normal Retirement Age is age 62 for Plan Years beginning on or after June 30, 2008.

However, if the Employer previously elected an earlier Normal Retirement Age and represented that such age is not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the Employees perform services, the Employer may continue that election by checking below: *Check one only if a previous election was made.*

- ☐ 55
- ☐ 59½

Note: If no election is made, the Plan's Normal Retirement Age of age 62 applies. If an election of a Normal Retirement Age younger than age 62 is made above, the Employer represents that such election was previously adopted under the Plan and that such age is not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the Employees perform services.

Note: If the Plan's prior Normal Retirement Age was age 55, the Employer's ability to increase the Normal Retirement Age to age 59½ or age 62 is limited by Section 10.3 of the Plan and applicable anti-cutback provisions of ERISA and the Code.

7. Reliance on Opinion Letter

This is a standardized prototype plan. You may rely on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2011-49.

If you have ever maintained or later adopt any plan (including a welfare benefit fund as defined in section 419(e) of the Internal Revenue Code, which provides post-retirement medical benefits allocated to separate

accounts for key employees, as defined in Section 419A(d)(3) of the Internal Revenue Code or an individual medical account, as defined in Section 415(1)(2) of the Code) in addition to the Plan (other than Profit Sharing Plan No. 001), you will not be able to rely on the opinion letter issued by the Internal Revenue Service for the Prototype Plan with respect to the requirements of Sections 415 and 416 of the Internal Revenue Code.

If you adopt or maintain multiple plans and you wish to obtain reliance with respect to the requirements of Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Prototype Plan or in Revenue Procedure 2011-49.

8. Prototype Information

Name of Prototype Sponsor:

Fidelity Management & Research Company

Address of Prototype Sponsor:

82 Devonshire Street
Boston, Massachusetts 02109
800-801-9942

Questions regarding this prototype document may be directed to the Prototype Sponsor.

9. Execution Page

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

The Adoption Agreement may be used only in conjunction with the Premiere Select Retirement Plan, Basic Plan Document No. 08. Failure to fill out this Adoption Agreement properly may result in the disqualification of the Plan. The Prototype Sponsor shall inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the prototype plan document.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this _____ day of _____.

Employer Name <i>name of business</i>	
Print Name of Person Signing Below	
Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Clearing, custody, or other brokerage services may be provided by National Financial Services LLC, or Fidelity Brokerage Services LLC, Members NYSE, SIPC.

1.747931.104 - 493340.2.0 (04/15)
US.4829480.05

Supplemental Fees and Compensation Schedule

National Financial Services LLC (NFS) provides clearing and other related services to your broker/dealer. The fees and compensation earned by NFS and as described herein are provided as additional information to help satisfy the Department of Labor service provider fee disclosure requirements. The disclosure requirements apply to qualified plans that are subject to Title 1 of ERISA. Note that if the qualified retirement plan covers "owner only," where you and/or your spouse are the only participant(s), your plan is not subject to Title 1 of ERISA. Qualified retirement plans are typically held at NFS in a Non-Prototype Retirement account or a Premiere Select® Retirement Plan account.

The following information is current as of 12/29/2017 and may be subject to change. For more information about fees and compensation or specific rates and values, contact your broker/dealer.

Bonds and Certificates of Deposit (CDs)

New issues, primary purchases (all other fixed-income securities except U.S. Treasury)

NFS makes certain new issue products available without a separate transaction fee. NFS may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation NFS receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When NFS acts as underwriter but securities are sold through other selling group members, NFS receives the Underwriting Fees minus the Selling Group fees.

BONDS

Securities	Range of Fees from participating in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	0.05% to 1% of the investment amount
Corporate Notes	0.01% to 2.5% of the investment amount	0.01% to 3% of the investment amount
Corporate Bonds	0.01% to 2.5% of the investment amount	0.05% to 3% of the investment amount
Municipal Bonds and Taxable Municipal Bonds	0.1% to 2% of the investment amount	0.1% to 2.5% of the investment amount
Structured Products	0.05% to 5% of the investment amount	N/A
Preferred Securities	2% of the investment amount	2% to 3% of the investment amount

Refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

CDs

Securities	Range of Fees from participating in Selling Group	Range of Fees from Underwriting
CDs, including CDIPs (inflation protected)	0.1% to 2% of the investment amount	0.1% to 2.5% of the investment amount
Structured Products	0.05% to 5% of the investment amount	N/A

Secondary Market Bond Transactions

The offering broker, which may be NFS, may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. Compensation may be used to offset expenses incurred in trade processing and may not result in a profit to the firm. If NFS is not the offering broker, NFS compensation is limited to the prices above.

Stocks

NFS receives remuneration, compensation, or consideration for directing orders in equity securities to particular broker/dealers or market centers for execution. The payer, source and nature of any compensation received in connection with your particular transaction will vary based on the venue that a trade has been routed to for execution. Review NFS's annual disclosure on payment for order flow policies and order routing policies. If you require further information in advance of a transaction, contact your broker/dealer.

NFS makes certain new issue products available without a separate transaction fee. NFS may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation NFS receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When NFS acts as underwriter but securities are sold through other selling group members, NFS receives the Underwriting Fees minus the Selling Group fees.

Securities	Range of Fees from participating in Selling Group	Range of Fees from Underwriting
IPOs	3% to 4.2% of the investment amount	5% to 7% of the investment amount
Follow-ons*	1.8% to 2.4% of the investment amount	3% to 4% of the investment amount

* A follow-on is an issuance of stock subsequent to the company's initial public offering.

Refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

Mutual Funds, Alternative Investment Funds and ETFs

NFS may receive fees from unaffiliated product providers to compensate NFS for maintaining the infrastructure to accommodate unaffiliated products across all retail, workplace and intermediary channels ("Infrastructure Fees"). Infrastructure Fees are based on a variety of factors, including the complexity of the product provider's offering supported by NFS, and are offset by other payments NFS receives from the unaffiliated providers. NFS may also receive certain annual firm maintenance fees and other fees when new product providers and products are added to the platform. As such fees (Infrastructure Fees, firm maintenance, and add fees) are not in connection with NFS services to the plan, such fees should not be considered indirect compensation under the 408(b)(2) regulation. Fidelity may also receive annual payments from other fund families, including American Funds Distributors ("AFD"), to compensate Fidelity for other services, including providing access to financial intermediaries and investors in certain Fidelity channels and providing a platform to support the provision of investment guidance and service to financial intermediaries and investors, and promoting operational efficiencies. It is anticipated that payments from AFD would not exceed .08% annually of American Fund assets in all retail, workplace and intermediary channels maintained by Fidelity, subject to certain exclusions.¹

NFS has contracted with certain mutual funds and other investment products, their investment advisors or their affiliates in connection with access to, purchase or redemption of, and/or the ongoing maintenance of positions in mutual fund shares and other investment products ("funds"). Some funds, or their affiliates, pay Fidelity sales loads and 12b-1 fees described in the prospectus or other offering documents as well as additional compensation for reholder services, advisor education, and other programs.

Fidelity may receive annual product maintenance fees of up to \$2,000, and may charge certain fund families a minimum monthly payment of \$500–\$1,000 per fund.

No Transaction Fee (NTF) Funds

For funds participating in the NTF program and certain ETFs, NFS typically receives compensation that can range from 1 to 70 basis points (bps) based on average daily assets. As of 12/31/2017, 37% of the mutual funds currently in the NTF program are in the 15 basis point range, 39% of the mutual funds currently in the NTF program are in the 35-40 basis point range and less than 1% of assets are in the range above 50 basis points.

All or a portion of NTF compensation may be funded with 12b-1 or shareholder service fees as described in the fund's prospectus.

Transaction Fee (TF) Funds

For funds participating in the TF program, NFS typically receives compensation based on: (1) per position fees that typically range from \$6 to \$19 per brokerage account or (2) administrative fees of 1 to 15 basis points based on average daily assets. As of 12/31/2017, (1) 87% of the mutual funds participating in the TF program that have a position based fee are in the \$10-\$19 per position fee range and (2) 89% of the mutual funds participating in the TF program that have an asset based fee are in the 5 to 10 basis point range.

TF compensation is in addition to 12b-1 or shareholder service fees as described in the fund's prospectus.

Sales loads described in a mutual fund's prospectus are paid to your broker/dealer and all or a portion of the other described mutual fund compensation described above may be paid to your broker/dealer. If you would like more information, call your broker/dealer.

Other Investments

Unit Investment Trusts

NFS makes certain new issue products available without a separate transaction fee. NFS may receive compensation for reaching certain sales levels, which range from 0.001%–0.0025% of the monthly volume sold.

Other Fees and Compensation

Use of Funds Held Overnight

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

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, ACH (Automated Clearing House) or other means) will generally be invested in the account's core account investment vehicle (core account) by

close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an Account (other than as referenced in Number 2 below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from Accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Effective Federal Funds Rate.

Premiere Select Retirement Plan Accounts (including Profit Sharing, Money Purchase, and Self-Employed 401(k) plans) for Customers that Reside Outside the United States

If you reside outside the United States in any country other than Canada (as described in the Core Options for non-U.S. Customer section of the Retirement Customer Account Agreement ("Agreement")), deposits to your Fidelity retirement account may be held in the Intra Day Free Credit Balance as more fully described in the Agreement. Any Interest paid as a result of the Intra-day Free Credit Balance will be labeled "Credit Interest" in the Activity section of your account statement. To the extent such amounts generate earnings, such earnings will be realized by NFS at rates approximating the Effective Federal Funds Rate. NFS's compensation is the amount of earnings reduced by any interest paid to your Broker/Dealer or your Account.

Bank Deposit Sweep Program

The Bank Deposit Sweep Program ("Program") may create financial benefits for NFS, the Program administrator, participating Banks ("Program Banks") and your broker/dealer, who may also share fees with your investment representative.

NFS fees are attributable to recordkeeping, transaction processing, settlement, reporting, bank management and other services in support of the Program. Fees are either calculated based on the monthly average balances in the Program or as a per account fee, which may be up to \$4.25 per month. The fee on monthly average balances will vary based on the targeted Federal Funds Interest Rates ("FFIR") and can range from 0.15% to 1.75% but typically will not exceed 100 bps. In instances where the FFIR is 3% or greater, the fee can be as high as 50% of the FFIR.

From this fee NFS may pay your broker/dealer and other service providers including the Program Administrator. In certain instances your broker/dealer, not NFS, may receive a fee from each Program Bank from which your broker/dealer may pay an NFS Fee.

The Program Administrator performs certain recordkeeping, compliance and administrative services in support of the bank sweep program. The Program Administrator fee is calculated against average program balances or is a flat, per account fee. The Program Administrator may be paid by your broker/dealer or NFS.

To learn more about your broker/dealer's fee and/or whether your broker/dealer is affiliated with a Program Bank, contact your investment representative or broker/dealer for details. Broker/dealers and Program Banks who are affiliated with each other may receive additional benefits under the Program.

Due to the variability of interest rates, specific fees and revenues fluctuate. You may contact your investment representative or broker/dealer for details on the rates associated with the Bank Deposit Sweep Program and your plan.

Money Market Fund Sweep Program

Your broker/dealer may have contracted with NFS to use the broker/dealer's (or their affiliate's) proprietary money market mutual fund or third party money market fund as the core sweep vehicle. For a broker/dealer's proprietary money market fund, NFS may receive fees that range from 2–10 basis points for integration and administrative support (e.g., maintaining cash sweep systems, sub-accounting services, dividend and interest calculation and posting, accounting, reconciliation, client statement preparation and mailing, etc.). For a third-party money market fund NFS may receive fees that range from 5–42 basis points. A majority of the assets held in third-party money market funds pay NFS either 5 or 12 basis points, a portion of which covers integration and administration support similar to the broker/dealer proprietary money market funds. 12(b)(1) and certain shareholder services fees as disclosed in the prospectus may be paid to your broker/dealer. For details regarding these fees, please see the money market fund prospectus or contact your broker/dealer for more information.

Annuity Processing and Posting

NFS has contracted with certain insurance companies, their investment advisors or their affiliates to receive compensation in connection with processing annuity purchases and/or the ongoing valuation reporting of annuity contracts purchased through your brokerage account. The additional compensation may be paid by the insurance company, its investment advisor, or one of its affiliates.

NFS receives a one-time fee between \$4.50 to \$25.00 per annuity purchase. In some instances certain insurance companies, their investment advisors or their affiliates will pay an additional 0-4 basis points annually or a flat \$8.00 annual fee (i.e., assessed quarterly at \$2.00) for ongoing support and maintenance of the contract on the NFS platform. In certain instances the fees may fluctuate based on the number of applications; annual sales; or aggregated assets for each individual insurance company. Contact your broker/dealer for more information.

In addition NFS may receive a flat, annual maintenance fee of up to \$25,000 from certain insurance providers in connection with the maintenance and operation of a central platform that lists available annuity products. This fee is not in connection with NFS services to the plan and should not be deemed indirect compensation under 408(b)(2).

Note: Annuity purchases are not available in Premiere Select Profit Sharing or Money Purchase Pension Plan Managed Account Solutions® (MAS).

Managed Account Solutions® (MAS)

NFS offers MAS through an integrated brokerage platform and servicing relationship with Envestnet, Inc. MAS provides broker/dealers with technology and supporting advisory solutions to support their delivery of wealth management capabilities leveraging Envestnet's various capabilities, including technology and advisory services (including investment portfolios). To the extent that a broker/dealer determines to leverage MAS capabilities, they execute an agreement with Envestnet and agree to negotiated rate(s) for the various Envestnet services (Envestment Platform Fee). The Envestnet Platform Fee may increase or decrease based on the negotiated rates. NFS receives an administrative servicing fee from Envestnet, which may range from 0% to 35% of the Envestnet Platform Fee. For more information about the fees applicable when your broker/dealer makes available and you utilize this managed account solution, refer to your Statement of Investment Services (SIS) or ask your financial representative for more detailed information.

¹ As described in American Funds prospectuses, AFD has discretion as to the amount of the payment, if any; the criteria to determine any payment includes sales, assets, and cash flows as well as qualitative factors.



The Premiere Select® Retirement Plan

Supplemental Fees and Compensation Schedule Acknowledgement

Use this form to acknowledge receipt of the Supplemental Fees and Compensation Schedule ("Fee Schedule"). When establishing a new plan, this signed form must be submitted with the Adoption Agreement. Keep the attached Fee Schedule with your plan records.

National Financial Services LLC (NFS) provides clearing and other related services to your broker/dealer. The fees and compensation earned by NFS described in the Fee Schedule are provided as additional information to help satisfy the Department of Labor service provider fee disclosure requirements. The disclosure requirements apply to qualified plans that are subject to Title 1 of ERISA. Note that if your qualified retirement plan covers "owner only," where you and/or your spouse are the only participant(s), your plan is not subject to Title I of ERISA. For more information about fees and compensation or specific rates and values, contact your broker/dealer.

1. Plan Information

	Name of Plan
	Plan Number

2. Signature and Date *Form cannot be processed without signature and date.*

As the plan sponsor of the above named Premiere Select Retirement Plan, I acknowledge receipt of the Supplemental Fees and Compensation Schedule prior to the establishment of the plan identified in Section 1.

Employer Name	
Employer Signature	Date MM - DD - YYYY
SIGN ▶	▶



Premiere Select® Retirement Plan

Important Participant Information¹

Note to Plan Administrators

If your retirement plan is subject to Title 1 of ERISA² and participants can direct investments in their plan account, you must provide certain plan information to each plan participant or beneficiary on or before the date they can first direct investments in their plan account, and at least annually thereafter. The required information falls into two general categories: *investment related* and *plan related*.

Investment related: In accordance with Department of Labor (DOL) regulations, the investment related information applies to plans with “designated investment alternatives,” which are not applicable to the Premiere Select® Retirement Plans, because they permit investments in nearly the whole universe of brokerage options.

Plan related: The following Premiere Select Retirement Plan information was prepared for you to consider and may be used to assist you in fulfilling your participant disclosure obligations.

Information for Plan Participants

We have adopted and maintain the Premiere Select Retirement Plan (“the Plan”).

Federal law³ requires that the following information be provided to you because you have a plan account or are eligible to participate in the Plan. Review these materials carefully. To initiate any future changes in your plan account, contact us or your investment professional.

- Your rights under the Plan, and any restrictions, are subject to the terms of the Plan. Refer to your Summary Plan Description or Plan Document for more detailed information.
- The Plan generally allows individuals with a balance in the Plan to direct the investment of their plan account.
- The Plan offers a wide variety of investment options through a brokerage account that allows you to direct your account balance and future contributions in a way where you can create a diversified portfolio to help you meet your individual needs. There are no designated investment options under the Plan. You may purchase nearly all investments that are available in a brokerage account, including mutual funds and individual securities. Refer to the Retirement Account Customer Agreement that you received when you opened your plan account for more information. If you need more information about a particular mutual fund, refer to the fund's prospectus for a complete description of the fund and its fees, charges and operations.
- There may be certain restrictions on how investment directions may be made in your plan account, pursuant to the investments you select. Contact your investment professional for additional details.
- You have the right to exercise voting, tender and similar rights related to any investments you may have in your plan account to the extent applicable.
- Administrative/Individual Expenses:
 - Refer to the Retirement Account Customer Agreement and Supplemental Fees and Compensation Schedule that accompanied your account opening application for information related to fees and expenses for general administrative services and for more information about the operation of your brokerage account, including any restrictions which may apply to the investments you select.
 - If you have chosen other account features, refer to the applicable agreements and materials related to the feature for any fees related to the feature.

¹ Reference Employee Retirement Income Security Act of 1974 (ERISA) Section 3(7) for the definition of what is a participant.

² These are generally multi-participant qualified retirement plans where there is at least one participant that is not the owner or the owner's spouse.

³ Section 404(a) of the ERISA and Department of Labor (DOL) Regulation Section 2550.404a-5.



FOR BRANCH USE ONLY			
Branch Prefix		PSP Account Number	MPP Account Number
RR	RR2	Agency	
Is account owner an employee of your B/D? <input type="checkbox"/> No <input type="checkbox"/> Yes			

NFS, FAD: F

Premiere Select[®] Retirement Plan Account Application

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

1. Retirement Plan Account Owner

Personal Information

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

First Name		Middle Name	Last Name	
Date of Birth MM DD YYYY		Email		
Daytime Phone		Evening Phone		<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married
				# of Dependents
Country of Citizenship			Country of Tax Residency	
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number		Type of Government-Issued ID	ID Number
State/Country of ID Issuance	ID Issuance Date	ID Expiration Date		

Legal Address

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

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

Mailing Address

Complete only if different from Legal Address above.

<input type="checkbox"/> Same as Legal Address			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Employer Information and Affiliations

Type of Plan

Check one. ☐ Profit Sharing Plan ☐ Money Purchase Plan ☐ Paired Plan (Both)

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

Employer Tax ID Number

Is this a new account for an existing Premiere Select Retirement Plan?

☐ Yes ☐ No If no, attach the appropriate Adoption Agreement(s).

continued on next page



1. Retirement Plan Account Owner *continued*

Check all that apply and provide information.

- ☐ You are, or an immediate family/household member is, a senior foreign political figure.
- ☐ You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name	CUSIP or Symbol

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

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

2. Suitability

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

Annual Income

From all sources

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

\$ _____

Estimated Net Worth

Excluding primary residence

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

\$ _____

Investable/Liquid Assets

Including cash and securities

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

\$ _____

Federal Tax Bracket

- ☐ 0%–15%
☐ 25%–27½%
☐ Over 27½%

Account Funding Source

Check all that apply.

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

Annual Expenses

Recurring

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

\$ _____

Special Expenses

Future and non-recurring

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

\$ _____

Timeframe

Required for Special Expenses

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

Investment Profile

Investment Purpose

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

Investment Objectives

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

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

Risk Tolerance

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

Investment Time Horizon

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

General Investment Knowledge

- ☐ Limited
☐ Good
☐ Extensive

continued on next page

2. Suitability *continued*

Product Knowledge

Investment Product Knowledge

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

	None	Limited	Good	Extensive	OR	Number of Years	Transactions per Year		
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Short Term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Alternative Investments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Margin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Foreign Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Foreign Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15

Additional Suitability Information

Decision-Making Experience

Check all that apply:

- I consult with my broker. ☐ Yes ☐ No
- I make my own decisions. ☐ Yes ☐ No
- I consult with my family/friends. ☐ Yes ☐ No

Additional Information

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

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

3. Account Characteristics

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

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

continued on next page

3. Account Characteristics *continued*

Core Account Investment Vehicle

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

Investment Vehicle Name	Investment Vehicle Symbol
-------------------------	---------------------------

Options Agreement

- ☐ Check the box to indicate your interest in trading options for your Premiere Select Retirement Plan account. Note that Premiere Select Retirement Plan accounts are only eligible for certain types of options trading. Consult your Broker/Dealer for availability and eligibility and to obtain the appropriate application to apply for this feature.

Duplicate Information

Completing this section will be considered your request to your Broker/Dealer to instruct NFS to send the type(s) of duplicate documents you have selected, to the party or parties indicated below. If you designated an authorized individual in Section 4, you may complete this section in order to send duplicate documents to them. Attach an additional sheet if necessary.

Check all that apply. ☐ Trade Confirmations ☐ Statements

Name			
Address			
City	State/Province	Zip/Postal Code	Country

eDelivery

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

4. Beneficiary Designation

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

- If you are married, and you designate anyone other than your spouse as beneficiary, you must provide a notarized signature of you spouse in the Spousal Consent section of this application.
- If your account contains community property and you do not designate your spouse as your primary beneficiary for at least 50% of the value of your account, you may want to consult with your attorney or tax advisor to determine the impact of community property laws on your beneficiary designations.
- If more than one beneficiary is named and no share percentages are indicated, payment shall be made in equal shares to your primary beneficiary(ies) who

survives you. If a percentage is indicated and a primary beneficiary(ies) does not survive you, unless you have checked the per stirpes box, the percentage of that beneficiary's(ies)' designated shares shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of your death, payment shall be made to your contingent beneficiary(ies). Payment to your contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).

- Upon transfer of assets to multiple beneficiaries, all residual income paid to your account and any fractional shares that cannot be divided equally among the beneficiaries will be systematically allocated to the beneficiary receiving the largest share proportion of the assets. If the account is

transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last beneficiary paid.

- To change your beneficiary designation in the future, you must complete a Premiere Select Retirement Plan Beneficiary Designation form, which can be obtained from your investment representative.
- Before making a per stirpes designation, consult with an estate-planning attorney. By checking the per stirpes box, you are agreeing that if the specified beneficiary(ies) predeceases you, his or her share of the account will pass through to his or her descendants. Per stirpes will be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of death of the depositor.

continued on next page

4. Beneficiary Designation *continued*

Primary Beneficiaries

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

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

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

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage</td></tr><tr><td colspan="3"></td><td>. %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage				. %	Country of Citizenship/Organization		Name of Trustees if applicable	
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Beneficiary Name			<input type="checkbox"/> Per Stirpes														
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage														
			. %														
Country of Citizenship/Organization		Name of Trustees if applicable															

Primary beneficiary percentages must total 100%.

Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field.

Total Share Percentage this sheet	GRAND TOTAL
. %	. %

Contingent Beneficiaries

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

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

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

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage</td></tr><tr><td colspan="3"></td><td>. %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage				. %	Country of Citizenship/Organization		Name of Trustees if applicable	
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Country of Citizenship/Organization		Name of Trustees if applicable															
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Entity	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage</td></tr><tr><td colspan="3"></td><td>. %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage				. %	Country of Citizenship/Organization		Name of Trustees if applicable	
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			. %														
Country of Citizenship/Organization		Name of Trustees if applicable															

Contingent beneficiary percentages must total 100%.

Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field.

Total Share Percentage this sheet	GRAND TOTAL
. %	. %

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

USA PATRIOT Act Notice: To help the government fight the funding of terrorism and money laundering, federal law and contractual obligations between your Broker/Dealer and us require us to obtain your name, date of birth, address and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account owner/plan participant indicated on the account form and any authorized individuals; "Plan Administrator" refers to the authorized individual named in the Retirement Account Adoption Agreement and is responsible for the administration of the plan; "your Broker/Dealer" refers to the correspondent managing your account.

By signing below, you:



- Hereby request to establish a Premiere Select Retirement Plan account to be maintained for your benefit under your employer's Premiere Select Retirement Plan, for which Fidelity Management Trust Company ("FMTC") serves as Trustee, and NFS as the carrying Broker/Dealer to perform certain administrative services and act as agent of FMTC.
- Agree that if you are the named Plan Administrator as defined in the plan's Adoption Agreement in addition to the Account Owner, your signature below in the Account Owner field will serve as your consent as the Account Owner and approval as the Plan Administrator to open this account in accordance with the terms of the Plan.
- Understand that the beneficiary of your Premiere Select Retirement Plan account established with this Application will be your surviving spouse or, if none exists, your estate, unless you have completed the Beneficiary Designation section above or until a completed Beneficiary Designation form is received and accepted by NFS.
- Acknowledge that payment to beneficiaries will be made in accordance with plan rules, as described in the Premiere Select Retirement Plan Document and as otherwise described herein.
- Understand and acknowledge that there are fees associated with your Premiere Select Retirement Plan account. The fees are more fully described in the Premiere Select Retirement Account Customer Agreement ("Customer Agreement").
- Affirm you have reviewed the fees with your Broker/Dealer and/or investment professional, and you have determined the fees are reasonable for the services provided to you in connection with your Premiere Select Retirement Plan account.
- Understand that unless you provide written notice to the contrary, NFS and your Broker/Dealer may supply your name and other information (including your Social Security/ tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Affirm that you are at least 18 years old and legally authorized to enter into this Agreement in the state in which you reside.
- Affirm that, if you have not checked the box for Affiliations, you represent and warrant that you are not affiliated with or employed by a stock exchange or a Broker/Dealer or you are not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.
- Understand that all communications with your Broker/Dealer and NFS may be monitored or recorded, and you consent to such monitoring or recording.
- Indemnify and hold harmless your Broker/Dealer, NFS, FMTC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any IRS requirements concerning your Premiere Select Retirement Plan account.
- Represent that you have received and read the Customer Agreement and the Premiere Select Retirement Plan and Trust Document governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.
- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus for any mutual fund that you purchase or exchange into, including any mutual fund that you choose for your core account investment vehicle, and that you agree to future amendments to these terms.
- Agree that if you do not choose a core account investment vehicle for your account, you authorize your Broker/Dealer to select a default core account investment vehicle for you, and you shall hold your Broker/Dealer and us harmless for such default selection and any resulting consequences.
- If you are not a U.S. person, state that you are submitting IRS Form W-8BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

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

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

Signature and Date are required.

Print Premiere Select Retirement Plan Account Owner Name First, M.I., Last	
Premiere Select Retirement Plan Account Owner Signature	Date MM - DD - YYYY
	

Print Plan Administrator/Authorized Individual Name First, M.I., Last	
Plan Administrator/Authorized Individual Signature	Date MM - DD - YYYY
	

National Financial Services LLC, Member NYSE, SIPC

1.829468.108 - 428256.10.0 (03/17)

6. Spousal Consent

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

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

Print Spouse's Name <i>First, M.I., Last</i>	
Spouse's Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

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

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

State	County	Identification
Print Notary Name		Commission Expires <i>MM - DD - YYYY</i>
Notary Signature		Date <i>MM - DD - YYYY</i>
SIGN ▶		▶

NOTARY SEAL / STAMP

For Broker/Dealer Use Only

Account accepted in accordance with firm policies.

Registered Rep. Number/Name	Signature	Date <i>MM - DD - YYYY</i>
Principal Name	Signature	Date <i>MM - DD - YYYY</i>

NFS, FAD: F

Account Number

Trusted Contact Authorization

Use this form to designate a primary and alternate trusted contact, who must be 18 years or older, for your nonretirement brokerage account, Premiere Select® IRA or Retirement Plan account held with your Broker/Dealer at National Financial Services LLC ("NFS"). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information, use a copy of the relevant page and provide signature(s) in Section 3.

Helpful to Know

- If your Broker/Dealer has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect, this form authorizes your Broker/Dealer to contact the trusted contact and:
 - Provide the trusted contact(s) listed below with information about you and/or your account, but not the ability to transact on your account.
 - Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian, conservator, or trustee).
 - Inquire about your current contact information or health status.
- This form supersedes any previous trusted contact that you may have submitted.

1. Primary Account Owner *Sign in Section 3.*

First Name	Middle Name	Last Name

If you want to designate the same trusted contact for any other accounts, provide those account numbers here.

- ☐ Add Trusted Contact(s)
 ☐ Change Trusted Contact(s)
 ☐ Elect to not add Trusted Contact(s) *Sign in Section 3.*

Accounts Included

Account Number	Account Number	Account Number

Primary Trusted Contact

First Name	Middle Name	Last Name
Email		Relationship to Account Owner
Daytime Phone	Evening Phone	<input type="checkbox"/> Check if phone number is a mobile number.

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

Alternate Trusted Contact

First Name	Middle Name	Last Name
Email		Relationship to Account Owner
Daytime Phone	Evening Phone	<input type="checkbox"/> Check if phone number is a mobile number.

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



2. Additional Account Owner *Sign in Section 3.*

First Name	Middle Name	Last Name

If you want to designate the same trusted contact for any other accounts, provide those account numbers here. ➤

☐ Add Trusted Contact(s)

☐ Change Trusted Contact(s)

☐ Elect to not add Trusted Contact(s)
Sign in Section 3.

Accounts Included

Account Number	Account Number	Account Number

Primary Trusted Contact

First Name	Middle Name	Last Name	
Email		Relationship to Account Owner	
Daytime Phone	Evening Phone		<input type="checkbox"/> Check if phone number is a mobile number.

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

Alternate Trusted Contact

First Name	Middle Name	Last Name	
Email		Relationship to Account Owner	
Daytime Phone	Evening Phone		<input type="checkbox"/> Check if phone number is a mobile number.

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







All account owners who are designating a Trusted Contact must sign in Section 3 found on page 3.

3. Signature(s) and Date(s) *Form cannot be processed without your signature(s) and date(s).*

By signing below, you:

- Authorize your Broker/Dealer, at its sole discretion, to communicate with your trusted contact(s) on any designated account(s) and disclose information to address possible financial exploitation or confirm specifics about your current contact information, your health status, or inquire about the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted.
- Understand that the trusted contact(s) named on this form have no authority to transact on our behalf.
- Represent that the trusted contact(s) you have named on this form are at least 18 years of age.
- Certify that all information you provided is accurate to the best of your knowledge.
- Understand that adding a trusted contact to your account is not required and you may remove it at any time by notifying your Broker/Dealer.
- Indemnify and hold harmless your Broker/Dealer, NFS, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives, from any liability in connection with following the instructions on this form.

Account Owner(s) must print name, sign, and date.

<div>Print Account Owner Name <i>First, M.I., Last</i></div> <div>Signature Date <i>MM - DD - YYYY</i></div> <div>SIGN </div>	<div>Additional Print Account Owner Name <i>First, M.I., Last</i></div> <div>Signature Date <i>MM - DD - YYYY</i></div> <div>SIGN </div>
<div>Print Account Owner Name <i>First, M.I., Last</i></div> <div>Signature Date <i>MM - DD - YYYY</i></div> <div>SIGN </div>	<div>Additional Print Account Owner Name <i>First, M.I., Last</i></div> <div>Signature Date <i>MM - DD - YYYY</i></div> <div>SIGN </div>
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Retirement Account Customer Agreement

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

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

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

1. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Agreement with respect to the purchase or sale of securities in my account. To carry out Your duties, You are authorized to place and withdraw orders and take such other steps to carry out my directions.
2. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify NFS otherwise.
3. I understand that You have entered into an Agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions.
4. I understand that FMTC, Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.
5. **IRA for a Minor** – If this is a Premiere Select Traditional, Roth, Rollover, or SEP-IRA or IRA BDA for a minor, I understand NFS will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) for which I act as UGMA/UTMA Custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor's IRA, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the UGMA/UTMA Custodian. I acknowledge agreement with the following additional terms and conditions:

- The minor has earned income to contribute to an IRA (excluding IRA BDAs).
- The maximum amount that may be contributed to the minor's IRA (excluding IRA BDAs) for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application**, the **Premiere Select Retirement Account Customer Agreement ("Customer Agreement")**, the **Premiere Select IRA Custodial Agreement and Disclosure Statement**, or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**, as applicable.
- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement.

- The minor's IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. NFS and FMTC shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
- Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to You on this Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dividend Reinvestment Transactions in Eligible Securities. On the dividend payable date for each security participating in the Service, You will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Three (3) business days prior to the dividend payable date, NFS will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best-efforts basis. My account will be credited with the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased.

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

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

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

Partial Shares. Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining

partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

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

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

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

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

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

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

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

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

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

Note the following:

- There are no known markets for these securities.
- NFS is unable to deliver certificates to me representing these positions.

- These transactions will not appear on Form 1099 or any other tax-reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in my account.
- Positions removed from my account will appear on my next available account statement following such removal as an "Expired" transaction.

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

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

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

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

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

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

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

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

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

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

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

20. I understand that if I (or in the event I do not, You) choose a Bank Deposit Sweep Program as my core account investment vehicle, cash balances in my Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep Program (each, a "Bank") as more fully described in the Disclosure Document. My cash balances held at each Bank will be eligible for FDIC insurance up to \$250,000 (principal plus accrued interest) per depositor in each insurable capacity per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits I may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$250,000 as described above. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which my money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

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

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

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

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

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

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

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

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

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

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

I understand that FMTC may be required to file IRS Form 990-T on my behalf in order to report Unrelated Business Taxable Income (UBTI) of \$1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in my retirement account. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. I understand that in accordance with Section 19(a) of my Premiere Select IRA Custodial Agreement or my Premiere Select Retirement Plan and Trust Agreement, as applicable, if a Form 990-T filing is required a \$300 IRS 990-T UBTI Tax Return Filing fee will be paid from the core account of this retirement account.

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

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

Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be

netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section 2 below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.
- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

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

25. Neither You nor NFS shall be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond Your control, including, but not limited to, extreme market volatility or trading volumes. Neither You nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of the issuer.

26. Debit items (including checks, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions or the payment of account fees will be given priority over other debits, such as check transactions.

All debits are accumulated daily to my account and are paid to the extent that sufficient funds are available. As an account owner, I am responsible for satisfying all debits on my account, including any debt still owed after all assets have been removed from an account, any interest (at prevailing rates) that has accrued on that debt, any late charges arising from my failure to pay for securities transactions in full by the settlement date, and any costs (such as legal fees) that You or NFS incur in collecting the debt.

When settling debits against my account, it is NFS's policy to turn the following sources (collectively called my "available balance"), in this order:

- Any cash available in my account (i.e., core and free credit balances)
- Any shares in another eligible money market fund
- Any cash or securities in this or any other account furnished by You in which I have an interest

I authorize You to use cash or securities for this purpose when I sign the application.

If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct NFS to cancel the check and return the underlying proceeds to me by depositing the proceeds into my core account.

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

In the event I hold a money market mutual fund in my core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, NFS will remove

the impacted fund from my core account and I will hold that fund as a non-core position in my account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in my account awaiting reinvestment will be held in a free credit balance as described in this agreement. The cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund if the fund had been included in the cash available and running collected balance. Payment of debit items from my account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. NFS and/or You will help facilitate the selection of a different core account.

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

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

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

28. USA PATRIOT Act Notice: To help the government fight financial crimes, Federal regulation and contractual obligations to NFS require that You obtain my name, date of birth, address, and a government-issued identification number before opening my account, to verify my identity. In certain circumstances, You may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if You and/or NFS cannot verify this information. Neither You nor NFS will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information or from any restriction placed upon, or closing of, my account.

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

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

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

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

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

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

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

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

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

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

- We, the trustees, agree that any information we give to NFS on this account will be subject to verification, and we authorize You and/or NFS to obtain a credit report about me (any of us) individually at any time. Upon written request, You or NFS will provide the name and address of the credit reporting agency used.

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

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

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

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

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

My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

NOTICE TO CUSTOMER

38. Payment for Order Flow

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

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

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

39. Investment Objective Descriptions

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

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

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

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

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

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

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

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

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

40. FINRA Rule 4311

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

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

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

Pre-Dispute Arbitration Agreement

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

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me, You and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance,

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

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

Retirement Plan Summary Plan Description

1. What is my Retirement Plan?

The _____ Plan ("the Plan") is ☐ a money purchase pension plan **OR** ☐ a profit sharing plan sponsored by _____ (the "Employer"). The Plan generally provides benefits to you after you stop working for the Employer (and to your beneficiary if you die before you receive all of your benefits). This "Summary Plan Description" explains the major provisions of the Plan. Capitalized terms are defined in the text below. Although all possible care has been taken in the preparation of this Summary Plan Description, it is not the official text of the Plan. If there is any inconsistency between the information in this Summary Plan Description and the Plan itself, the terms of the Plan will control.

Copies of the Plan document may be obtained by calling _____ (the "Plan Administrator") at _____ and are also available for inspection at the address below:

Name of Employer
Address of Employer

2. What is the "Plan Year" for the Plan?

The Plan Year runs from each:

Month/Day	MM - DD

to the following:

Month/Day	MM - DD

3. Who is eligible to participate in the Plan?

Generally, employees and owner-employees of the Employer are eligible to participate in the Plan. However, individuals who are nonresident aliens receiving no earned income from sources within the United States and individuals covered by a collective bargaining agreement are not eligible to participate in the Plan.

4. When will I become a participant in the Plan?

Check one. ► ☐ You will become a participant on the first day of the month beginning on or after the date you meet the Plan's age and service requirements.

☐ On the first day of the Plan Year and the first day of the seventh month of the Plan Year (whichever is earlier) coinciding with or immediately following the date you meet the Plan's age and service requirements which are:

Age Requirement

Check one. ► ☐ No minimum age is required.

☐ You must be at least

Years

 years old. *Minimum AGE cannot exceed 21.*

Service Requirement

Check one. ► ☐ No eligibility service requirement

☐ 6 months of employment

☐ One Year of Service

☐ Two Years of Service

5. How is service measured under the Plan?

A "Year of Service" is a period of twelve consecutive months in which you complete 1,000 Hours of Service. You are generally credited with an "Hour of Service" for each hour for which you are entitled to receive payment (whether or not you actually perform services). (You are also credited with hours of service for periods during which you are absent due to a military leave, provided that you have a right to reemployment under federal law and you return to work for the Employer at the conclusion of your military leave.) For purposes of measuring a Year of Service, the twelve-month period is your first twelve months of employment and each twelve-month period beginning on the anniversary of your date of hire.

If you experience a break in service (which occurs when you do not complete more than 500 Hours of Service in one of the twelve-month

periods described above) before you become a participant, you will not receive credit for any Years of Service completed before the break in service. (For purposes of determining whether you have experienced a break in service, you will also receive credit for hours for a leave of absence relating to the birth or placement for adoption of a child.) The period for measuring your Years of Service after the break in service will be the twelve-month period beginning on the date you are credited with an Hour of Service after your break in service and each twelve-month period beginning on the anniversary of that date.

If the service requirement for participation in the Plan is six months of employment (see Question 4), you must work for the Employer for six consecutive months in order to participate in the Plan, but there is no minimum number of Hours of Service required.

6. What happens if I leave my job and I am then rehired by the employer?

If you were a participant in the Plan before you left your job, you will become a participant as soon as you are rehired by the Employer.

If you were not a participant in the Plan before you left your job, you must satisfy the Plan's age and service requirements (see Question 4) beginning on the date you are rehired.

7. Who makes contributions to the Plan?

Contributions to the Plan are made by the Employer. You do not make any contributions to the Plan.

8. When am I eligible to receive a contribution in a Plan Year?

You will be eligible to receive a share of any contribution made by the Employer for a Plan Year if you are a participant in the Plan and you meet one of the following requirements by the end of the Plan Year:

1. you are an active employee on the last day of the Plan Year;
2. you are credited with more than 500 Hours of Service during the Plan Year; or
3. your employment ended during the Plan Year because you died, became Disabled, or reached age 59½.

9. How does the Plan define "disabled"?

Under the terms of the Plan, you are "Disabled" if you are determined (by a physician selected by the Plan Administrator) to be unable to engage in any substantial gainful activity because of a physical or mental impairment that can be expected to last for a continuous period of at least twelve months or expected to result in death.

10. How is the employer's contribution to the Plan calculated?

Profit Sharing Plans

Each year, the Employer will decide whether to make a contribution to the Plan and what the amount of the contribution will be. If the Employer has decided to make a contribution to the Plan for a Plan Year, a portion of the contribution will be made on your behalf based on your Compensation. The Employer's contribution is made as of the end of each Plan Year. Your share of the contribution will be placed in a Plan account established for you.

Money Purchase Pension Plans

The Employer will contribute to the Plan a percentage of your Compensation for the Plan Year as of the end of the Plan Year. This contribution will be placed in a Plan account established for you.

11. What is my "compensation" for purposes of determining contributions to the Plan?

For purposes of contributions, your "Compensation" is generally the wages, tips and other compensation paid to you by the Employer for the Plan Year. If elected by the Employer in the Adoption Agreement, this amount is limited to Compensation earned while you are eligible to participate in the Plan. If you are a "self-employed individual" (meaning that you are not a common law employee of the Employer but you receive earned income for your personal services in connection with the Employer's business), your "Compensation" is the earned income you receive from the business reduced by any contributions the

Employer makes to a retirement plan on your behalf and by the amount of any deduction the Employer is permitted to take for self-employment taxes. Starting with each plan year after December 31, 2013, your annual Compensation that is taken into account in determining contributions to the Plan shall not exceed \$275,000 for 2018. The Compensation limit will be adjusted for cost-of-living increases as provided by the Internal Revenue Service.

- | Percentage |
|------------|
| .0% |

☐ Percentage of the Social Security wage base or

Amount

- | Percentage |
|------------|
| .0% |

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16. When will I receive benefits from the Plan?

You may begin receiving benefits from the Plan when you reach the Plan's Normal Retirement Age, which is: ☐ Age 55 **OR** ☐ Age 59½, become Disabled, or terminate your employment.¹ Your benefits will generally begin no later than 60 days after the end of the Plan Year in which you reach Normal Retirement Age or stop working (whichever is later), but you may choose to postpone the payment of your benefit until a later time. However, if you own more than 5% of the Employer's

business, you must begin to receive your benefit payments no later than the April 1 of the calendar year following the calendar year in which you turn age 70½. If you do not own more than 5%, you must begin to receive your benefit payments no later than the April 1 of the calendar year after the calendar year in which you reach age 70½ or stop working, whichever is later.

17. May I receive benefits before I separate from service?

Yes, you may receive your benefits after you reach Normal Retirement Age, even if you are still working.¹

18. What if I become disabled while I am employed?

If you become Disabled but have not officially separated from service, you may nonetheless make withdrawals from your Plan account.

19. May I take a loan from my Plan account?

No.

20. What are the forms of payment under the Plan?

If the balance of your Plan account is \$5,000 or less, a lump sum payment of your benefits is the normal form of distribution under the Plan. If the balance of your Plan account is greater than \$5,000, you may choose to receive your benefits in one of the following forms (subject to the rules below, to the extent applicable):

1. A lump sum paid to you in cash or in kind from your Plan account;
2. A series of substantially equal installments paid to you annually, quarterly, or monthly in cash or in kind from your Plan account over a period of years in accordance with IRS requirements; or
3. ☐ *Check box if applicable*
If the Plan was adopted prior to January 1, 2001, in a fixed or variable annuity contract or a life annuity contract (the period of which must satisfy applicable IRS requirements).

Profit Sharing Plans

If you are married and (1) you elect to have your benefits paid to you in a fixed or variable annuity contract or a life annuity contract or (2) your Plan account contains any amounts formerly held in a money purchase pension plan or a defined benefit plan, you may be subject to the Plan's qualified joint and survivor annuity rules.

Under these rules, your benefits will automatically be paid to you in the form of a "joint and survivor annuity" unless you elect another available form of payment and your spouse consents to your election in writing. Your spouse's signature must be witnessed by a notary public. A "joint and survivor annuity" provides payments to you over the period when you and your spouse are both living and, if your spouse survives you, payments to your spouse for the rest of his or her life. If you are unmarried and either (1) or (2) apply, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan.

With the written, notarized consent of your spouse, you may choose another form of payment available under the Plan at any time during the 90-day period before your benefit payments begin. You may change your selection during this 90-day period, but you may not change your selection after your benefit payments begin.

The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your spouse's rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

Money Purchase Pension Plans

The Plan is subject to certain qualified joint and survivor annuity rules. Under these rules, if you are married, your benefit will be paid in the form of a "joint and survivor annuity." A joint and survivor annuity provides payments over your lifetime and, if your spouse survives you, continuing payments to your spouse for the rest of his or her life. You may elect, with your spouse's written and notarized consent, to receive your benefits in another form of payment available under the Plan (including a single life annuity).

With the written, notarized consent of your spouse, you may choose another available form of payment available under the Plan at any time during the 90-day period before your benefit payments begin. You may change your selection during this 90-day period, but you may not change your selection after your benefit payments begin. The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your spouse's rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

If you are unmarried, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan (including a joint and survivor annuity).

21. Who is the beneficiary under the Plan?

You select a beneficiary under the Plan by completing a form that can be obtained from the Plan Administrator or your Investment Professional for this purpose and returning the form to the Trustee. If you are married, your beneficiary will automatically be your spouse unless your spouse consents in writing to your selection of another beneficiary. Your spouse's consent to another beneficiary must be witnessed by a notary public. Note that your marriage may nullify any Plan beneficiary designation made prior to the marriage.

Money Purchase Pension Plans

If you are married, you may not select a beneficiary other than your spouse (even with your spouse's consent) until the first day of the Plan Year in which you reach age 35 or are no longer employed by the Employer, whichever occurs first. Prior to this time, the Plan Administrator will provide you with a written explanation of the death benefit for spouses and the rules for waiving this benefit.

¹ For distributions from a money purchase pension plan, additional restrictions may apply.

22. What if I die before I begin to receive my benefits?

If you die before your benefit payments have begun, your beneficiary(ies) will receive the balance of your Plan account. If your Plan account balance is \$5,000 or less, your beneficiary(ies) will receive the benefit in a lump sum. If your Plan account balance is greater than \$5,000, your beneficiary(ies) will choose from among the forms of distribution available under the Plan.

Money Purchase Pension Plans

The Plan is subject to certain rules regarding distributions to beneficiaries. If you are married and your spouse has not consented to your selection of another beneficiary, then your spouse will receive his or her benefit in the form of an annuity for the remainder of his or her life or may elect to receive his or her benefit in another form available under the Plan. However, if your vested Plan account balance is \$5,000 or less, your spouse will automatically receive a lump sum payment.

23. Are there income tax implications to receiving a distribution or withdrawal from the Plan?

Under the Internal Revenue Code, the rules concerning federal income taxation on distributions and withdrawals from the Plan are complicated. Likewise, the rules concerning state income taxation on distributions and withdrawals from the Plan are complicated. You are strongly encouraged to seek professional tax advice before receiving a distribution or making a withdrawal.

Most distributions from the Plan are eligible for a tax-free rollover to an IRA or another retirement plan that accepts rollovers. You may instruct the Plan to transfer your eligible distribution directly to an IRA or other eligible plan that accepts rollovers, or receive a check and roll over the distribution yourself within sixty days of receipt.

Under current law, if you do not use the direct rollover option, 20 percent of your distribution will automatically be withheld for federal income tax purposes. In some instances, state withholding tax applies as well.

Certain early distributions may be subject to an additional 10 percent income tax penalty. In general, any distribution from the Plan (before or after separation from service) will be considered an early distribution subject to the 10 percent penalty unless it is rolled over directly (or within sixty days) to an IRA or another eligible retirement plan, or made to a participant after age 59½ or after a separation from service after age 55, or made to a participant who becomes totally and permanently disabled, or made to a beneficiary after the participant's death.

24. Are there any other restrictions on my Plan benefits?

Federal rules limit the maximum amount that may be contributed to the Plan on your behalf.

Some limits apply to the dollar amount that may be contributed; others seek to ensure that highly paid employees are not benefiting from the Plan in disproportion to employees who are not highly paid. You will be notified by the Plan Administrator if you are affected by these limits.

Amounts held in the Trust and credited to participants are subject to increases or decreases in value depending on the investment option you choose and its performance. In addition, the reasonable expenses of administering the Plan and Trust may, at the Plan Administrator's

discretion, be paid out of Trust assets. In certain circumstances, contributions to the Plan may be returned to the employer if made on the basis of a mistake of fact or if held not to be tax deductible.

Benefits under the Plan may not be assigned or pledged to others and are not subject to the claims of creditors, except in the case of a qualified court order for payments such as alimony and child support, certain levies, or as may otherwise be required or permitted by law. To the extent required by such an order, the Plan Administrator may make distributions from your Plan account to other people, such as a spouse or child.

25. What are the procedures for filing a claim under the Plan?

If you believe you are being denied any rights or benefits under the Plan, you (or your authorized representative) may file a claim in writing with the Plan Administrator. If the claim is denied, in whole or in part, the Plan Administrator will notify you in writing or electronically, giving the specific reasons for the decision, including specific reference to the pertinent Plan provisions, a description of any additional material or information necessary to perfect the claim, and an explanation of why such material or information is necessary. The written notice will also advise you of your right to request a review of the claim, the steps necessary if you wish to submit the claim for review and your right to bring a civil action under federal law following a denial of the claim on review. The Plan Administrator will notify you of its decision within 90 days after it receives the claim (or within 180 days, if special circumstances exist requiring additional time, and if you have been given a written explanation of the need for the extension and the date by which the Plan expects to render a decision within the initial 90-day period).

You (or your authorized representative) have 60 days (or such later time as shall be deemed reasonable taking certain factors into consideration) after you receive the notice of denial to make a request for review in writing to the Plan Administrator. As part of the request, you may submit written comments, documents, records and other information relating to the claim to the Plan Administrator, and you may also review or obtain copies of (upon request and free of charge) all documents, records, and other information relevant to your claim. The Plan Administrator will provide you with a decision in writing or electronically within 60 days (or 120 days if a hearing is held or if other special circumstances exist requiring more than 60 days and a written explanation of the need for the extension and the date by which the Plan expects to render a decision is provided to you within the initial 60-day period) after the request has been received. Again, the decision will include specific reasons, including references to pertinent Plan provisions. The decision will also advise you of your right to receive (upon request and free of charge) all documents, records and other information relevant to your claim and to bring a civil action under federal law upon the denial of your claim.

26. Can the Plan change or be terminated in the future?

The Plan may be amended or terminated at any time as required by federal law or as the Employer determines in its discretion. Except under limited circumstances, the Employer does not have the power to amend the Plan in such a manner as would permit any part of the Plan's assets to be diverted to purposes other than for the exclusive benefit

of participants or their beneficiaries (or for the reasonable expenses of administering the Plan and Trust), or to amend the Plan retroactively to deprive any participant of a benefit to which he or she was entitled by reason of contributions made prior to the amendment.

27. If the Plan is subject to ERISA, what are my rights?

If the Plan covers more than just the owner (or owners) of the business and other self-employed individuals, the Plan will be covered by the federal pension law known as ERISA. If the Plan is subject to ERISA, the following "Statement of ERISA Rights" will apply to all Plan participants.

Statement of ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and, if so, what your benefits would be at normal retirement age if you stopped working under the Plan as of the date of the statement. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees of the party either bringing or defending the suit or proceeding. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

28. Who is the investment professional for my Plan?

The Investment Professional appointed by your Employer for your Plan is the firm identified below. The Investment Professional is authorized by your Employer to perform certain services under the Plan, such as assisting with enrollments in the Plan, providing education around the available investment options, answering questions about your plan, and facilitating certain instructions that are delivered to the Trustee for transactions in your plan.

29. Miscellaneous Information

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

Plan Sponsor Name		Employee Identification
Number of Plan Sponsor	Plan Number	

Plan Administrator
Plan Administrator
Trustee
Trustee

Investment Professional Firm		Representative Name	
Address		City	
State/Province	Zip/Postal Code	Country	Firm Phone

Type of Plan:

- Check one. ☐ Profit Sharing Plan
☐ Money Purchase Pension Plan

PBGC Insurance:

Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation because the Pension Benefit Guaranty Corporation does not guarantee benefits under defined contribution plans such as profit sharing and money purchase pension plans.

Qualified Joint and Survivor Annuity Notice

Note: This notice applies only to the Premiere Select® Money Purchase Pension Plan and also to any Premiere Select Profit Sharing Plan from which a distribution will be paid in the form of a life annuity or which holds assets previously held in a pension plan.*

The purpose of this notice is to provide you and your spouse, if you are married, information regarding your distribution options under the plan including the election of an annuity form of payment and optional forms of benefit under the Plan. In addition this notice provides information regarding the relative value for the available forms of benefit under the Plan.

Qualified Joint and Survivor Annuity

Federal law requires your employer's plan to pay retirement benefits in a special payment form unless you elect to waive this benefit by selecting a different payment form and your spouse consents to that choice. This special payment form is often called a Qualified Joint and Survivor Annuity or "QJSA" payment form. If you are married, the QJSA includes a level monthly payment for your lifetime and a survivor benefit for your spouse after your death equal to the percentage designated of that monthly payment. If you are not married, the special payment form is a single life annuity which would be paid to you as a level monthly payment for your lifetime with no payments to be made to your spouse or any other beneficiary after your death.

You and your spouse will receive benefits from the plan in the special QJSA payment form required by federal law unless you elect to waive this benefit by selecting a different payment form and your spouse consents to that choice. If you agree to change the way the plan's retirement benefits are paid, you give up your right to the special QJSA payments.

Your choice must be voluntary. It is your personal decision whether or not you want to give up your right to the special QJSA payment form. Your spouse must also voluntarily consent to the payment option you choose.

Available Payment Forms

Different payment forms available under the plan may give you a larger retirement benefit, but might not pay your spouse any benefits after your death.

- Lump Sum (in cash or in kind) – A partial or complete distribution of your account.
- A series of substantially equal annual (or more frequent) payments (in cash or in kind). This is a periodic payment plan that will distribute your balance in installment payments over a specified period of time.
- Single Life Annuity – an immediate annuity for your life. The annuity payments will end upon your death.
- QJSA – an immediate annuity for your life, with a survivor annuity for the life of your spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of you and your spouse.
- Qualified Optional Survivor Annuity ("QOSA") – an immediate annuity for your life, with a survivor annuity for the life of your spouse which is equal to 75% of the amount of the annuity which is payable during the joint lives of you and your spouse.

A more accurate estimate of your actual benefit payments will be determined by the annuity provider that will pay out your annuity payment. Your Plan Administrator can provide you with the annuity provider's contact information.

Right to Defer

You are not required to commence your benefit until 60 days after the end of the year in which the latest occurs:

- normal retirement age,
- 10-year anniversary, or
- you terminate employment.

If you defer your benefit your account balance will continue to be subject to the investment gains and losses of the individual investments options that you elected to hold in your account. The amount of your account on the date you commence your benefit may be more or less in value than reflected in this notice.

Upon commencing your benefit, any amount withdrawn from the account will be subject to federal and state taxes, as applicable. If you are under 59½ years of age your distribution may also be subject to a 10% early distribution penalty. Your benefit will also lose its tax-deferred status unless you transfer your benefit to another eligible, tax-deferred retirement account or individual retirement account.

The investment options and fees and expenses in another tax-deferred retirement account may be different than the applicable fees and expenses of your current plan.

Election of Payment Form

If you will be receiving an annuity form of distribution, then you will need to complete appropriate forms and return them to the Plan Administrator. If a QJSA is the primary form of distribution for you then you will be required to make an election pursuant to the Waiver Procedure described below before being allowed to receive a distribution other than a QJSA.

WAIVER PROCEDURE

As the term is used below, the "Annuity Starting Date" is the first day of the first period for which an amount is payable as an annuity or in any other form of payment.

If a Qualified Joint and Survivor Annuity is your primary form of distribution under the Plan and you've elected another form of distribution, or if a Qualified Joint and Survivor Annuity is an optional form of distribution for you under the Plan and you've elected another form of annuity, then you must also complete a waiver of the Single Life or Joint and Survivor Annuity form of benefit. If you are married, the waiver is not valid unless your spouse consents in writing. A Notary Public must witness your spouse's signature on the waiver form. Your waiver election is not valid unless you make it within the 180-day period ending on your distribution date. You should receive a copy of this waiver form from your Plan Administrator prior to or with the Retirement Plan One-Time Distribution Request form and the Retirement Plan Periodic Distribution Request form. You will need to sign and obtain your spouse's consent if applicable. You have the right to revoke your election until the later of the Annuity Starting Date or seven days after you receive this notice. This notice must be provided to you at least 180 days prior to the end of the election period. You may make a new waiver election following a revocation, as often as you wish before your Annuity Starting Date. If you are married you may revoke a waiver election without your spouse's consent, but your spouse will have to consent in writing to a new waiver election.

Plan Information

The Plan Administrator will complete this information before providing this notice to you.

Plan Name		Plan Number
Participant's Name		
Vested Account Balance <i>Participant vested balance</i>	Valued as of the Close of Business	Date Generated <i>MM DD YYYY</i>

The value of your account balance will continue to increase or decrease until fully distributed from the Plan or forfeited, as appropriate, based on the investment performance.

Plan Participant Signature

By signing this agreement, you agree that you have received, read and understood this Qualified Joint and Survivor Annuity Notice. You also agree that the benefits under the plan will be paid in a form of payment you select, with your spouse's consent, as applicable, on the Retirement Plan One-Time Distribution form, or the Retirement Plan Periodic Distribution form. If you change your mind and want to withdraw your waiver, you are required to notify the Plan Administrator.

Print Plan Participant Name <i>First, M.I., Last</i>	
Plan Participant Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Spouse Signature

By signing this agreement, I understand that I have the right to have my spouse's Retirement Plan pay benefits under the special QJSA payment form and that I agree to give up that right. I understand that by signing this agreement, I may receive less money than I would have received under the special QJSA payment form and I may receive nothing after my spouse dies, depending on the payment form chosen. I understand that I do not have to sign this agreement and my consent is provided voluntarily. I understand that if I do not sign this waiver my spouse will receive payments from the plan in the special QJSA payment form.

Print Spouse Name <i>First, M.I., Last</i>	
Spouse Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Generic Example of the Relative Value of Annuity Compared to Other Plan Benefits

The information below is intended to provide you with a generic representation of an annuity. If you elect to purchase an annuity, the annuity provider for the Plan will calculate your actual payment based on your age, the rate of return, and the type of annuity you are purchasing. **The information below is only to be used as an example of how an annuity compares to the plan's other forms of distribution.**

The actual level monthly payments made under the annuity contract will depend on the annuity purchase rates used by the annuity provider, your age and your spouse's age (if you are married) at the time the distribution begins, and the amount of your vested Account balance at the time the Trustee purchases the contract.

** Rolling over assets from a pension plan to a profit sharing plan would not generally trigger this notice requirement.*

Return Pages 1–2 to your Plan Administrator.

*Clearing, custody, or other brokerage services may be provided by National Financial Services LLC or
Fidelity Brokerage Services LLC, Members NYSE, SIPC.*

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TABLE 1. Sample Annuity Payment Table

Table 1 is applicable only for Profit Sharing Plans and provides a hypothetical example of the amount of the financial effect of an annuity distribution at various ages. The table is separated into qualified joint and survivor and single life annuity information. The table reflects the amount of the monthly payment based on a \$1,000 vested account balance to purchase an annuity.

Monthly Payment Table per \$1,000 of Vested Account Balance¹

Qualified Joint and Survivor Annuity			Single Life Annuity	
Participant's Age	Spouse's Age	Monthly Payment	Participant's Age	Monthly Payment
50	45	\$5.11	50	\$5.41
50	50	\$5.17	52	\$5.56
50	55	\$5.23	54	\$5.73
55	50	\$5.42	55	\$5.82
55	55	\$5.50	57	\$6.03
55	60	\$5.58	59	\$6.26
60	55	\$5.83	60	\$6.39
60	60	\$5.96	61	\$6.53
60	65	\$6.07	62	\$6.67
65	60	\$6.40	63	\$6.83
65	65	\$6.58	64	\$6.99
65	70	\$6.74	65	\$7.17
70	65	\$7.18	66	\$7.35
70	70	\$7.44	68	\$7.76
70	75	\$7.68	70	\$8.22

TABLE 2. Comparison of Financial Effect of the Forms of Distribution

Table 2 is applicable for Money Purchase Pension Plans and certain Profit Sharing Plans and provides examples of the financial difference between an annuity and the Plan's other forms of distribution based on a hypothetical \$1,000 vested account balance used to purchase an annuity. The information below is only to be used as an example of how an annuity compares to the plan's other forms of distribution.

Participant Age 55 (if applicable Spouse Age 55) Commencement¹

Form of Distribution	Benefit and Frequency of Payment	Survivor Benefit
Lump Sum ²	\$1,000	None
Cash Installment Payments	Variable ³	N/A
Single Life Annuity	\$5.82 per month	Reduced to zero
QJSA (Joint and 50% survivor annuity)	\$5.50 per month	Reduced to \$2.75 per month
QOSA (Joint and 75% survivor annuity)	\$5.36 per month	Reduced to \$4.02 per month
QJSA (Joint and 100% survivor annuity)	\$5.22 per month	Remains \$5.22 per month

Participant Age 60 (if applicable Spouse Age 60) Commencement¹

Form of Distribution	Benefit and Frequency of Payment	Survivor Benefit
Lump Sum ²	\$1,000	N/A
Cash Installment Payments	Variable ³	N/A
Single Life Annuity	\$6.39 per month	Reduced to zero
QJSA (Joint and 50% survivor annuity)	\$5.96 per month	Reduced to \$2.98 per month
QJSA (Joint and 75% survivor annuity)	\$5.76 per month	Reduced to \$4.32 per month
QJSA (Joint and 100% survivor annuity)	\$5.58 per month	Remains \$5.58 per month

Participant Age 65 (if applicable Spouse Age 65) Commencement¹

Form of Distribution	Benefit and Frequency of Payment	Survivor Benefit
Lump Sum ²	\$1,000	N/A
Cash Installment Payments	Variable ³	N/A
Single Life Annuity	\$7.17 per month	Reduced to zero
QJSA (Joint and 50% survivor annuity)	\$6.58 per month	Reduced to \$3.29 per month
QJSA (Joint and 75% survivor annuity)	\$6.32 per month	Reduced to \$4.74 per month
QJSA (Joint and 100% survivor annuity)	\$6.08 per month	Remains \$6.08 per month

¹ The monthly payments in the above tables are based on the 94 Group Annuity Reserving Mortality Table projected, using scale AA, to 2002 assuming an interest rate of 5.17%, the 30-Year Treasury Weighted Average as of May 2004. Commencement means your age when you request and receive your initial benefit payment.

² Lump Sum includes all available distributions from your vested Account balance at one time, including lump sum, direct rollover, and a combination of a distribution and a direct rollover. This type of distribution immediately reduces your vested Account balance to zero. There is no benefit remaining after the distribution commences which could be paid to your surviving spouse (if you are married), upon your death so the change in the value column does not apply.

³ Cash installment payments for the Plan are determined on a declining balance method or other method available under the Plan document and will be identified in the Plan document and based on your election of the number of years that your vested Account balance will be paid to you. For example, if you are 60 years old and elect annual installments over a 10-year period your first year's distribution would be 1/10th of your vested Account balance, your second year's distribution would be 1/9th of your remaining vested Account balance, etc. This amount cannot be determined in this notice.

Premiere Select®
Retirement Plan and Trust Agreement
(Title Page)
(Plan 08)

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ARTICLE 1. Introduction

The purpose of the Plan is to create a retirement fund intended to help provide for the future security of the Participants and their Beneficiaries. The Prototype Plan is intended to qualify under Code Section 401(a). Depending upon the Adoption Agreement completed by an adopting Employer, the Prototype Plan may be used to implement:

- (a) a profit sharing plan, or
- (b) a money purchase pension plan.

ARTICLE 2. Definitions

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

2.1. Account or Accounts. "Account "or "Accounts" means, with respect to any Participant or Beneficiary, the aggregate of the Participant's Employer Contribution Account and, if permitted under Section 4.11, his Employee Nondeductible Contribution Account, if any, as well as amounts attributable to the Participant's rollover/transfer contributions, if any. The Plan Administrator shall establish and maintain such other accounts and/or sub-accounts and records as it decides in its discretion to be reasonably required or appropriate in order to discharge its duties under the Plan.

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

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

- (a) a member of a group of controlled corporations (within the meaning of Code Section 414(b)) which includes the Employer; or
- (b) a trade or business under common control (within the meaning of Code Section 414(c)) with the Employer; or
- (c) a member of an affiliated service group (within the meaning of Code Section 414(m)) which includes the Employer; or
- (d) an entity otherwise required to be aggregated with the Employer pursuant to Code Section 414(o).

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

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

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

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

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

2.8. [Broker][Financial Advisor][Investment Professional] [Investment Advisor]. ["Broker"] ["Financial Advisor"] ["Investment Professional"] ["Investment Advisor"] means either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, as designated by the Employer in a form and manner acceptable to the Trustee. Unless the Employer otherwise notifies the Trustee in a form and manner acceptable to the Trustee, ["Broker"] ["Financial Advisor"] ["Investment Professional"] ["Investment Advisor"] shall include any successors thereto as a result of a merger or consolidation.

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

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

2.11. Compensation.

- (a) For an Employee who is not a Self-Employed Individual, "Compensation" means, subject to the limits of this Section 2.11, wages, tips and other compensation paid by the Employer and reportable on Internal Revenue Service Form W-2, excluding deferred compensation, but increased by amounts withheld under a salary reduction agreement in connection with a cash or deferred plan under Code Section 401(k), a SIMPLE retirement account under Code Section 408(p), a simplified employee pension under Code Section 408(k), or a tax-deferred annuity under Code Section 403(b), and any amount which is contributed by the Employer at the election of the Participant and which is not includable in the gross income of the Participant by reason of Code Section 125 (cafeteria plans), Code Section 132(f)(4) (qualified transportation fringe benefit programs), or Code Section 457 (deferred compensation plans of tax-exempt organizations). Amounts under Code Section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.
- (b) For an Employee who is a Self-Employed Individual, "Compensation" means the net earnings from self-employment derived by a Self-Employed Individual from the Business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor, excluding items not included in gross income and the deductions allocated to such items; and reduced by (1) contributions by the Employer to qualified plans, to the extent deductible under Code Section 404, and (2) any deduction allowed to the Employer under Code Section 164(f). Net earnings from a trade or business that is not subject to self-employment tax because a religious exemption is claimed by the individual under Code Section 1402(g) shall be included as Compensation.
- (c) A Participant's Compensation for a Plan Year is subject to the limits set forth below:
 - (1) For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account for determining all contributions provided under the Plan for any Plan Year shall not exceed \$200,000 as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17) (B). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning in that calendar year.
 - (2) If a Plan Year consists of fewer than 12 months (a "short Plan Year"), the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a

fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is 12.

- (3) If Compensation for any prior Plan Year is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for the prior Plan Year is subject to the applicable annual Compensation limit in effect for that prior Plan Year. For this purpose, in determining allocations in Plan Years beginning on or after January 1, 1989, the annual Compensation limit in effect for Plan Years beginning before that date is \$200,000. In addition, in determining allocations in Plan Years beginning on or after January 1, 1994 and prior to January 1, 2002, the annual Compensation limit in effect for the Plan Years beginning before that date is \$150,000.
- (4) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer contributions shall not include Compensation prior to the date the Employee's participation in the Plan commenced.
- (5) Effective for all Differential Wages paid after December 31, 2008, Compensation includes Differential Wages. However, for the purposes of determining the amount or allocation of contributions under Article 4 of the Plan, Differential Wages paid after December 31, 2008 are not included in Compensation.

If the Plan is adopted as an amendment to an existing plan, the definition in this Section 2.11 is effective as of the first day of the Plan Year in which the Plan is adopted.

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

2.13. Disability. "Disability" means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. Disability shall be determined by a licensed physician selected by the Plan Administrator.

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

2.15. Effective Date. "Effective Date" means the date specified in the Adoption Agreement, but no earlier than the PPA Effective Date. However, the effective date of any Plan provision resulting from a change in law or applicable guidance will be effective as of the date required by such law or guidance, even if such date is earlier than the Effective Date.

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

2.17. Employee Nondeductible Contribution Account. "Employee Nondeductible Contribution Account" means an account established on the books of the Trust for the purpose of recording the employee nondeductible contributions held on behalf of a Participant pursuant to Article 4 and any income, expenses, gains, or losses incurred thereon.

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

2.19. Employer Contribution Account. "Employer Contribution Account" means an account established on the books of the Trust for the purpose of recording the Employer profit sharing or money purchase contributions made on behalf of a Participant pursuant to Article 4 and any income, expenses, gains, or losses incurred thereon.

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

2.21. Hour of Service. "Hour of Service" means:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Affiliated Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed.
- (b) Each hour for which an Employee is paid, or entitled to payment, by an Affiliated Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), jury duty, military duty, layoff, or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited under this paragraph (b) to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Plan Year or other computation period). Hours under this paragraph shall be calculated and credited pursuant to DOL Regulation 2530.200b-2, which is incorporated herein by this reference.
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Affiliated Employer; provided, however, that the same Hours of Service shall not be credited under both paragraph (a) or (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the computation period or periods to which the award or payment pertains, rather than the computation period in which the award, agreement, or payment is made.

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

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

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

2.24. Paired Plans. "Paired Plans" mean either (a) a combination of a money purchase plan and a profit sharing plan, both of which use this Prototype Plan, or (b) a combination of a defined benefit standardized form plan and this Plan.

2.25. Participant. "Participant" means an Employee who has met the requirements of Section 3.1 or Section 3.2.

2.26. Plan. "Plan" means this Plan and Trust Agreement adopted by the Employer as provided herein and the Adoption Agreement executed by the Employer.

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

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

2.29. PPA Effective Date. "PPA Effective Date" means either (i) the first Plan Year beginning on or after January 1, 2007, or (ii) in the case of the adoption of this Prototype Plan by the Employer after that Plan Year via an amendment to a preexisting plan, the earlier of the effective date of any PPA-required provisions under the preexisting plan or the effective date of the adoption of this Prototype Plan by the Employer.

2.30. Prototype Plan. "Prototype Plan" means the form of this Plan and Trust Agreement, as approved from time to time by the Internal Revenue Service.

2.31. Prototype Sponsor. "Prototype Sponsor" means Fidelity Management & Research Company, a Massachusetts corporation, or its successor.

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

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

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

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

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

2.37. Trust. "Trust" means the trust fund established under Section 14.1 and "Trustee" means the Trustee named in the Adoption Agreement or any agent or successor to such Trustee, as may be authorized by the Trustee or the Prototype Sponsor.

2.38. Year of Service. "Year of Service" means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, during which he is credited with at least 1,000 Hours of Service; except that in the case of an Employee who returns to service with the Employer after having incurred a Break in Service, the 12 month period shall commence on the date on which he first performs an Hour of Service after the Break in Service, and each anniversary thereof.

ARTICLE 3. Participation

3.1. General Rule. Each Employee who has fulfilled the age and service requirements specified by the Employer in the Adoption Agreement shall become a Participant on the date specified by the Employer in the

Adoption Agreement provided he is an Employee on such date. For purposes of this Section 3.1, an Employee who incurs a Break in Service before completing the required number of Years of Service shall not thereafter be credited with any Year of Service completed prior to the Break in Service. If a Participant is no longer an Employee (as defined in Section 2.16) and has become ineligible to participate but has not incurred a Break in Service, such individual shall participate immediately upon becoming an Employee again. If such a Participant incurs a Break in Service, eligibility shall be determined under the Break in Service rules of this Section 3.1. If an individual who is not an Employee (as defined in Section 2.16) becomes an Employee, such Employee shall participate immediately if he has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

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

ARTICLE 4. Contributions

4.1. Contributions by the Employer. Subject to the requirements and limitations contained in this Article 4 and in Article 12, for each Plan Year beginning with the Plan Year in which the Effective Date falls, the Employer shall contribute to the Trust the amount or amounts determined under this Article 4. Any amounts in excess of the deductibility limit under Code Section 404 (if applicable) will be subject to an excise tax under Code Section 4972. Amounts in excess of the limit under Code Section 404 may only be returned to the Employer in accordance with Section 14.2.

4.2. Eligible Participant. An "Eligible Participant" is a Participant who (a) is an active Employee on the last day of the Plan Year, or (b) is credited with more than 500 Hours of Service during the Plan Year, or (c) left employment during the Plan Year on account of death, Disability, or attainment of age 59½ or older. An Eligible Participant must have Compensation during the Plan Year to receive a contribution under this Article 4.

4.3. Profit Sharing Plans. If the Adoption Agreement provides that the Plan is a profit sharing plan, the Employer profit sharing contribution shall be made in a discretionary amount determined by the Employer each Plan Year. An Employer may make profit sharing contributions whether or not it has current or accumulated profits.

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

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

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

4.7. Allocation of Profit Sharing Contributions (Integrated Plans). If the Adoption Agreement provides that the Plan is a profit sharing plan integrated with Social Security, Employer profit sharing contributions shall be allocated as follows:

- (a) Subject to the overall permitted disparity limits set forth in paragraph (f) below, Employer profit sharing contributions for the Plan Year shall be allocated to Eligible Participants' Accounts in the following manner:

STEP 1: Employer profit sharing contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to all Eligible Participants' total Compensation for the Plan Year, but not in excess of 3 percent of each Eligible Participant's total Compensation for that year.

STEP 2: Any Employer profit sharing contributions remaining after the allocation in Step One shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's Compensation for the Plan Year in excess of the Integration Level bears to the excess Compensation of all Eligible Participants, but not in excess of 3 percent of each Eligible Participant's excess Compensation. For purposes of this Step Two, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 3: Any Employer profit sharing contributions remaining after the allocation in Step Two shall be allocated to each Eligible Participant's Account in the ratio that the sum of each Eligible Participant's total Compensation and Compensation in excess of the Integration Level bears to the sum of all Eligible Participants' total Compensation and Compensation in excess of the Integration Level, but not in excess of the Excess Contribution Percentage, which may not exceed the Profit Sharing Maximum Disparity Rate. For purposes of this Step Three, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, two times such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 4: Any remaining Employer profit sharing contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

- (b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under Section 230 of the Social Security Act as of the beginning of the Plan Year.
- (c) "Compensation" means Compensation as defined in Section 2.11 of the Plan.
- (d) The "Profit Sharing Maximum Disparity Rate" shall be the lesser of:
 - (1) 2.7 percent; or
 - (2) The applicable percentage determined in accordance with the table below:

If the Integration Level is more than	But not more than	the applicable percentage is:
\$0	X*	2.7 percent
X*	80 percent of TWB	1.3 percent
80 percent of TWB	Y**	2.4 percent
*X = the greater of \$10,000 or 20 percent of the TWB		
**Y = any amount more than 80 percent of the TWB but less than 100 percent of the TWB.		

If the Integration Level used is equal to the Taxable Wage Base, the applicable percentage is 2.7 percent.

- (e) "Excess Contribution Percentage" is the percentage of Compensation contributed for each Participant on such Participant's Compensation in excess of the Integration Level, as specified in the Adoption Agreement.
- (f) Overall Permitted Disparity Limits.
 - (1) Annual Overall Permitted Disparity Limit: Notwithstanding the preceding paragraphs, for any Plan Year the Plan benefits any Participant who benefits under another qualified plan

or simplified employee pension, as defined in Code Section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), Employer profit sharing contributions shall be allocated to the Account of each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Eligible Participant's total Compensation bears to the total Compensation of all Eligible Participants.

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

4.8. Allocation of Money Purchase Contributions (Integrated Plans).

If the Adoption Agreement provides that the Plan is a money purchase plan integrated with Social Security, Employer money purchase contributions shall be allocated as follows:

- (a) Subject to the overall permitted disparity limits set forth in paragraph (d) below, the Employer shall contribute an amount equal to the Base Contribution Percentage specified in the Adoption Agreement (but not less than 3 percent) of each Eligible Participant's Compensation (as defined in Section 2.11 of the Plan) for the Plan Year, up to the Integration Level, plus the Excess Contribution Percentage specified in the Adoption Agreement (not less than 3 percent and not to exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate) of such Eligible Participant's Compensation in excess of the Integration Level.

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

- (b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.
- (c) The Money Purchase Maximum Disparity Rate is equal to the lesser of:
 - (1) 5.7 percent; or
 - (2) The applicable percentage determined in accordance with the table below.

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

If the Integration Level used is equal to the Taxable Wage Base (TWB), the applicable percentage is 5.7 percent.

(d) Overall Permitted Disparity Limits.

(1) Annual Overall Permitted Disparity Limit. Notwithstanding the preceding paragraph, for any Plan Year this Plan benefits any Eligible Participant who benefits under another qualified plan or simplified employee pension, as defined in Code Section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage (as specified in the Adoption Agreement) multiplied by the Eligible Participant's total Compensation for the Plan Year.

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

4.9. Paired Plans. If an Employer adopts paired profit sharing and money purchase pension plans using this basic plan document, the Adoption Agreement for the money purchase pension plan must provide for a contribution rate of at least 3 percent of each Eligible Participant's Compensation for the Plan Year (unless the Employer has elected a contribution rate of zero (0) percent on the Adoption Agreement for the money purchase pension plan). Only one of the Paired Plans may be integrated with Social Security.

4.10. Time and Manner of Employer Contributions. Employer profit sharing and money purchase contributions for a Plan Year shall be remitted to the Trustee not later than the due date (including extensions) prescribed by law for filing the Employer's federal income tax return for the taxable year in which the Plan Year ends, or within such other timeframe as may be determined by applicable regulation or legislation. Each Employer contribution shall be accompanied by instructions (in a form and manner acceptable to the Trustee) specifying the names of the Participants who are entitled to participate in such Employer contribution. If the Trustee receives any contribution under the Plan for which instructions have not been furnished, or for which the instructions furnished are, in the opinion of the Trustee, incomplete or unclear, the Trustee may hold the contribution invested in shares of the default investment medium specified in the Adoption Agreement or other form acceptable to the Trustee pending receipt of instructions or clarification acceptable to the Trustee, hold the contribution uninvested pending receipt of instructions or clarification acceptable to the Trustee, or return the contribution to the Employer. In so doing, the Trustee shall not be deemed to have exercised any fiduciary discretion, nor shall the Trustee be liable for any fluctuation in security prices. Each Employer contribution shall also be accompanied by investment instructions pursuant to Section 6.1.

The Trustee shall have no authority to inquire into the correctness of the amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under this Article 4. The Plan Administrator shall be the named fiduciary responsible for ensuring that the Employer remits contributions to the Trust and have the duty and responsibility for the collection of such contributions when not timely made by the Employer, provided that the Plan Administrator or Employer may appoint another named fiduciary to handle such responsibility and notify the Trustee of such appointment in writing. In addition, the Employer may also appoint a trustee to establish a separate trust for claims on behalf of the trust for delinquent contributions under the Plan. The Trustee shall be authorized to provide information and records regarding contributions it has received to the Plan Administrator or other

named fiduciary, and may accept contributions and/or carry out related allocation instructions from, such named fiduciary upon its request. As a directed trustee pursuant to ERISA Section 403(a)(1) for all purposes, the Trustee shall only pursue any claim that the Plan might have with respect to delinquent Plan contributions as specifically directed to do so by the Plan Administrator or other named fiduciary.

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

ARTICLE 5. Vesting

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

ARTICLE 6. Investment of Contributions

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

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

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

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

- (a) Registered Investment Company Shares;
- (b) marketable securities obtainable over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company, if permitted by the Prototype Sponsor;
- (c) deposits bearing a reasonable rate of interest and maintained by the Trustee or by any bank acceptable to the Trustee; or
- (d) subject to the applicable requirements of the Code, ERISA, or other applicable law, any other investment medium permitted by the Trustee from time to time.

Any other provision hereof to the contrary notwithstanding, a Participant (or, following the death of the Participant, the Beneficiary) may not direct that any part or all of an Account be invested in employer securities or that any part or all of an Account be invested in assets other than Registered Investment Company Shares unless the aggregate amount which the Participant (or, following the death of the Participant, the Beneficiary) proposes to invest in such assets is at least such minimum amount as the Trustee shall establish from time to time. The Trustee may (but need not) require any Account that is invested in assets other than Registered Investment Company Shares to maintain an investment of not more than \$100 in the default investment medium designated by the Participant (or, following the death of the Participant, the Beneficiary) in his investment instructions (or, if the Participant has not so designated, as designated by the Employer in the Adoption Agreement), in order to provide a medium for investing available cash pending other instructions and for convenience in collecting fees and expenses from the Account. Commissions and other costs attributable to the acquisition of an investment shall be charged to the Account of the Participant (or, following the death of the Participant, the Beneficiary) for which such investment is acquired. No charge shall be made by Fidelity Management & Research Company for purchase or sale of shares of a Registered Investment Company managed by Fidelity Management & Research Company, other than the charges set forth in the most recent prospectus of such Registered Investment Company.

Provided that the Trustee or its nominee is a bank, trust company or other entity described in Section 2550.403a-1(b) of the DOL Regulations, to the extent applicable, any assets of the Plan may be held in the name of the Trustee or its nominee or nominees, and any assets so held may be commingled with other such assets registered in that name, whether or not held under similar Trust Agreements or in any fiduciary capacity whatsoever; provided, however, that the books of the Trustee shall at all times reflect the identity of the beneficial owners of such assets. The [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] shall cause to be delivered to each Participant (or, following the death of the Participant, the Beneficiary), at his or her last address of record, all notices, prospectuses, financial statements, proxies and proxy-soliciting materials that may come into the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor]'s possession by reason of the assets held in the Participant's Account. The Participant (or his Beneficiary) may direct the Trustee as to the manner in which any voting rights shall be exercised in a form and manner acceptable to the Trustee and delivered to the Trustee or its designee within the time prescribed by it. The Trustee shall not vote or exercise any other rights with respect to any assets held hereunder except in accordance with the timely written instructions of the Participant for whose Account such assets are held. Notwithstanding the foregoing, to the extent the Plan is subject to ERISA, the requirements of Section 2550.403a-1(b) of the DOL Regulations shall be satisfied.

6.3. Reinvestment of Investment Earnings. In the absence of investment instructions pursuant to this Article 6, all dividends, capital gains, income, interest and distributions of every nature received in respect of the assets in a Participant's Account (or, following the death of the Participant, the Beneficiary's Account) shall be reinvested as follows:

- (a) a distribution of any nature received in respect of Registered Investment Company Shares shall be reinvested in additional shares of that Registered Investment Company; and
- (b) any other distribution of any nature received in respect of assets in the Account shall be invested as provided in Section 6.1.

Assets of the Plan shall be valued, at their fair market value, on each December 31 and on such other dates as the Trustee considers

necessary or convenient. The income, gains, expenses and losses attributable to a Participant's Account (or, following the death of the Participant, the Beneficiary's Account) shall be credited or debited, as applicable, to his Account alone.

ARTICLE 7. Payment of Benefits

7.1. Distributable Events.

- (a) The Participant's Account shall become payable to him or his Beneficiary pursuant to this Article 7 as follows:
 - (1) upon attainment of the Participant's Normal Retirement Age (whether or not employment has terminated);
 - (2) upon the death of the Participant;
 - (3) upon the Disability of the Participant; or
 - (4) upon the severance of the Participant's employment (whether before or after attainment of the Participant's Normal Retirement Age) prior to death or Disability.
- (b) Distributions on account of any of the distributable events described above are subject to the restrictions in this Article 7. Payments from the Plan shall be subject to applicable withholding taxes under the Code.
- (c) Limited in-service withdrawals may be available, as described in Section 4.11 or Section 7.12.

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

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

- (a) a Beneficiary shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Section 7.5, and the date on which payment is to commence; and
- (b) a Beneficiary may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7 and Article 9.

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

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

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

- (a) a lump sum in cash or in kind;
- (b) a series of substantially equal annual (or more frequent) installments, in cash or in kind;
- (c) for distributions under a Plan adopted prior to January 1, 2003, the following distribution options:
 - (1) a fixed or variable annuity contract, other than a life annuity contract, purchased from an insurance company; and
 - (2) a life annuity contract (with or without a period certain or guaranteed-refund feature) purchased from an insurance company; and
- (d) to the extent provided in Article 8, a Qualified Joint and Survivor Annuity.

If the Plan has been adopted as an amendment of an existing plan, any other form of benefit available under that plan before its amendment shall be made available under the Plan, as provided in Section 15.4. Subject to Article 8, the Account balance of a Participant or Beneficiary who fails to elect a manner of distribution shall be distributed, at the direction of the Plan Administrator, in cash in accordance with paragraph (a) of this Section 7.5.

7.6. Restriction on Immediate Distributions.

(a) **General Rules.** The following rules apply:

- (1) The Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of the Account balance if (i) payment in the form of a QJSA (as defined in Section 8.1(d)) is required with respect to a Participant (because the Participant has a Spouse and the Plan is not a profit sharing plan described in Section 8.2(b)), (ii) either the value of a Participant's vested Account balance exceeds \$5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and (iii) the Account balance is immediately distributable.

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

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

- (b) The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Account balance is no longer immediately distributable and, for Plan Years beginning after December 31, 2006, the consequences of failing to defer any distribution. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and a description of the consequences of failing to defer a distribution, and shall be provided no less than 30 days and no more than 90 days prior to the Annuity Starting Date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code Sections 401(a)(11) and 417 do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.
- (c) Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Account balance is immediately distributable. (Furthermore, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to the Participant pursuant to Article 8, only the Participant need consent to the distribution of an Account balance that is immediately distributable). Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan, if the Plan does not offer an annuity option (under Section 7.5(c)) and if the Employer or any entity within the same controlled group as the Employer does not maintain another defined contribution Plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)), the Participant's Account balance will, without the Participant's consent, be distributed to the Participant. However, if any entity within the same controlled group as the Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)), then the Participant's Account balance shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.
- (d) An Account balance is immediately distributable if any part of the Account balance could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) age 62.

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

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

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

and shall have no duty to determine the rights or benefits of any person under the Plan or to inquire into the right or power of the Plan Administrator to direct any such distribution. A beneficiary designation form completed and filed in accordance with Section 7.4 shall be deemed a direction of the Plan Administrator for purposes of this Section 7.8. The Trustee shall be entitled to assume conclusively that any determination by the Plan Administrator with respect to a distribution meets the requirements of the Plan. The Trustee shall not be required to make any payment hereunder in excess of the net realizable value of the assets of the Trust held for the Participant at the time of such payment, nor to make any payment in cash unless the Plan Administrator has furnished instructions in a form and manner acceptable to the Trustee as to the assets to be converted to cash for the purposes of making payment. The Trustee is expressly authorized to liquidate any assets held in a Participant's Account to make a payment under this Section, but shall not be deemed to have exercised any fiduciary discretion in doing so.

7.9. Distribution under a QDRO.

- (a) Distributions of all or any part of a Participant's Account pursuant to the provisions of a QDRO are specifically authorized.
- (b) The Alternate Payee may receive a payment of a benefit under the Plan prior to the date on which the Participant is otherwise entitled to a distribution under the Plan if the QDRO specifically provides for such earlier payment. If the present value of the payment exceeds \$5,000, the Alternate Payee must consent in writing to such distribution.
- (c) The Alternate Payee may receive a payment of benefits under the Plan in any optional form of benefit permitted under Section 7.5 other than a joint and survivor annuity.
- (d) Upon receipt of an order which appears to be a domestic relations order, the Plan Administrator shall promptly notify the Participant and each Alternate Payee of the receipt of the order and provide them with a copy of the procedures established by the Plan Administrator for determining whether the order is a QDRO. While the determination is being made, a separate accounting shall be made with respect to any amounts which would be payable under the order while the determination is being made. If the Plan Administrator determines that the order is a QDRO within 18 months after receipt, the Plan Administrator shall direct the Trustee to establish an Account for the Alternate Payee, who shall direct the investment of such Account in accordance with Section 6.1. The Plan Administrator shall further instruct the Trustee to begin making payments from the Alternate Payee's Account pursuant to the order when required or as soon as administratively practical or as the Alternate Payee otherwise directs in accordance with the order. If the Plan Administrator determines that the order is not a QDRO, or if no determination is made within 18 months after receipt of the QDRO, then the separately accounted for amounts shall be either restored to the Participant's Account or distributed to the Participant (if the Plan otherwise permits distribution), as if the order did not exist. If the order is subsequently determined to be a QDRO, such determination shall be applied prospectively to payments made after the determination.

7.10. Direct Rollover of Distributions.

- (a) As used in this Section 7.10, the terms set forth below have the following meanings:
 - (1) Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Eligible Recipient, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Recipient or the joint lives (or joint life expectancies) of the Eligible Recipient and the Eligible Recipient's designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9) or is on account of a hardship; 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); and any other distribution that is reasonably expected to total

less than \$200 during a year. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a), or after December 31, 2006 in a direct rollover to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) Eligible Plan. An "Eligible Plan" is an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, an individual retirement account described in Code Section 408(a), effective for a distribution after December 31, 2007, a Roth individual retirement account described in Code Section 408A(b), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified plan described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relation order, as defined in Code Section 414(p).
- (3) Eligible Recipient. "Eligible Recipient" means a Participant, the surviving Spouse of a deceased Participant, or an Alternate Payee under a QDRO who is either the Spouse or the former Spouse of a Participant.
- (b) Notwithstanding any other provision of the Plan, an Eligible Recipient may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution that is at least \$500 paid to an Eligible Plan specified by the Eligible Recipient. An Eligible Distribution to an Eligible Recipient who does not make the election described in the preceding sentence will be subject to 20 percent federal income tax withholding or such other rate as may be required by the Code and any applicable state income tax withholding.
- (c) Notwithstanding anything in this Section 7.10 to the contrary, for distributions after December 31, 2006, a designated beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the surviving Spouse of the Participant may elect a direct rollover of an Eligible Rollover Distribution to an inherited individual retirement account or annuity as described in Code Section 402(c)(8)(B) which is established for the purposes of receiving such a rollover distribution.

7.11. Benefit Claims Procedure.

- (a) Any claim for benefits under the Plan shall be made in writing to the Plan Administrator. If such claim for benefits is wholly or partially denied, the Plan Administrator shall notify the Participant or Beneficiary of the denial of the claim within 90 days after receipt of the claim (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to the claimant within the initial 90-day period). Notwithstanding the foregoing, if a claim is for distribution of benefits under the Plan as a result of a Disability, written notice of the disposition of the claim shall be furnished to the claimant within 45 days after the application is filed. If the claim is unable to be processed within the initial 45-day period for reasons beyond the control of the Plan Administrator, the time for reviewing the claim may be extended an additional 30 days provided that written notice of the extension is provided to the claimant before the initial 45-day review period expires. If at the end of the 30-day extension period, the claim is still unable to be processed due to reasons beyond the control of the Plan Administrator, the time for reviewing the claim may be extended

for an additional 30 days provided that written notice of the extension is provided to the claimant before the 30-day extension period expires. Such notice of denial shall:

- (1) be in writing;
- (2) be written in a manner calculated to be understood by the Participant or Beneficiary; and
- (3) contain:
 - (i) the specific reason or reasons for denial of the claim;
 - (ii) a reference to the specific Plan provisions upon which the denial is based;
 - (iii) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary; and
 - (iv) an explanation of the claims review procedure and the applicable time limits in accordance with the provisions of this Section, as well as a statement of the claimant's right to bring an action under ERISA Section 502(a) following an adverse determination upon review.
- (b) Within 60 days after the receipt by the Participant or Beneficiary of a written notice of denial of the claim, or such later time as shall be deemed reasonable taking into account the nature of the benefit subject to the claim and any other attendant circumstances, the Participant or Beneficiary (or his duly authorized representative) may file a written request with the Plan Administrator that it conduct a full and fair review of the denial of the claim for benefits. However, if the claim that was denied was for distribution of benefits under the Plan as a result of a Disability, a claimant shall have 180 days from the date that the claim was denied to file such a request. As part of such a request, the Participant or Beneficiary (or his duly authorized representative) may submit written comments, documents, records, and other information relating to the claim for benefits (regardless of whether such information was submitted or considered in the initial benefit determination). A claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits.
- (c) The Plan Administrator shall deliver to the Participant or Beneficiary a written decision on the claim within 60 days after the receipt of the aforementioned request for review, except that if there are special circumstances (such as the need to hold a hearing, if necessary) which require an extension of time for processing, the aforementioned 60-day period shall be extended to 120 days (if written notice of such extension and circumstances is given to the claimant within the initial 60 day period). Notwithstanding the foregoing, if the claim is for distribution of benefits under the Plan as a result of a Disability, a final decision shall be made by the Plan Administrator within 45 days of receipt of the appeal. The Plan may extend the review period for an additional 45 days provided that written notice of the extension is provided to the claimant before the initial 45-day review period expires. Such decisions shall:
 - (1) be written in a manner calculated to be understood by the Participant or Beneficiary;
 - (2) include the specific reason or reasons for the decision;
 - (3) contain a reference to the specific Plan provisions upon which the decision is based;
 - (4) include a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
 - (5) include a statement of the claimant's right to bring an action under ERISA Section 502(a).

(d) The decision of the Plan Administrator shall be final and binding on all parties, unless determined by a court of competent jurisdiction to be arbitrary and capricious.

7.12. Availability of In-Service Withdrawals. A Participant shall not be permitted to make a withdrawal from his Plan Account prior to the time provided in Section 7.1, except as provided in this Section 7.12 or Section 4.11. Qualified Individuals (as defined in subSection (b) below) may designate all or a portion of a qualifying distribution as a Qualified Hurricane Distribution (as defined in subSection (a) below).

- (a) A "Qualified Hurricane Distribution" means any distribution made on or after the QHD Effective Date (as defined in subSection (c) below) and before the QHD Distribution Date (as defined in subSection (d) below) to a Qualified Individual, to the extent that such distribution, when aggregated with all other Qualified Hurricane Distributions to the Qualified Individual made under the Plan (and under any other plan maintained by the Employer or a Related Employer), does not exceed \$100,000. A Qualified Hurricane Distribution must be made in accordance with and pursuant to the distribution provisions of the Plan, except that the requirements of Code Sections 401(a)(31), 402(f) and 3405 and Section 7.10 shall not apply.
- (b) A "Qualified Individual" means any individual whose principal place of abode is within a federally declared disaster area on the date so indicated pursuant to Code Section 1400M or other federal law which treats such a person as if Code Section 1400M applied.
- (c) The "QHD Effective Date" means the date upon which Code Section 1400M would be made applicable to the Qualified Individual in accordance with (b) above.
- (d) The "QHD Distribution Date" means the date upon which the Qualified Individual is no longer able to take the distribution pursuant to Code Section 1400Q or other federal law which provides Code Section 1400Q will apply.
- (e) An Eligible Employee who received a Qualified Hurricane Distribution, as defined herein, may repay to the Plan the Qualified Hurricane Distribution, provided the Qualified Hurricane Distribution is eligible for tax-free rollover treatment. Any such re-contribution will be treated as having been made in a direct rollover to the Plan, provided it is made during the three-year period beginning on the day after the date on which the Qualified Hurricane Distribution was received and does not exceed the amount of such distribution.

ARTICLE 8. Joint and Survivor Annuity Requirements

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

- (a) Election Period. "Election Period" means the period beginning on the first day of the Plan Year in which a Participant attains age 35 and ending on the date of the Participant's death. If a Participant separates from service before the first day of the Plan Year in which he reaches age 35, the Election Period with respect to his Account balance as of the date of separation shall begin on the date of separation.
- (b) Earliest Retirement Age. "Earliest Retirement Age" means the earliest date on which the Participant could elect to receive retirement benefits under the Plan.
- (c) Qualified Election. "Qualified Election" means a waiver of a QJSA or a QPSA. Any such waiver shall not be effective unless:
 - (1) the Participant's Spouse consents in writing to the waiver;
 - (2) the waiver designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent);
 - (3) the Spouse's consent acknowledges the effect of the waiver; and
 - (4) the Spouse's consent is witnessed by a notary public. Additionally, a Participant's waiver of the QJSA shall not be effective unless the waiver designates a form of benefit payment which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of the Plan Administrator that there is no Spouse

or that the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by a Spouse obtained under these provisions (and any establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to the particular Spouse involved. A consent that permits designations by the Participant without any requirement of further consent by the Spouse must acknowledge that the Spouse has the right to limit the consent to a specific Beneficiary and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of those rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 8.5.

- (d) **Qualified Joint and Survivor Annuity (QJSA).** A "QJSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's entire Account Balance. The percentage of the survivor annuity under the Plan shall be 50 percent.
- (e) **Qualified Optional Survivor Annuity (QOSA).** A "QOSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is equal to 75 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's vested Account Balance.
- (f) **Qualified Preretirement Survivor Annuity (QPSA).** A "QPSA" is an annuity purchased for the life of a Participant's surviving Spouse, in accordance with Section 8.4.

8.2. Applicability.

- (a) **Generally.** The provisions of Sections 8.3 through 8.6 set forth the joint and survivor annuity requirements of Code Sections 401(a)(11) and 417 and shall generally apply to a Participant who is credited with at least 1 Hour of Service on or after August 23, 1984, and such other Participants as provided in Section 15.2.
- (b) **Exception for Certain Profit Sharing Plans.** The provisions of Sections 8.3 through 8.6 shall not apply to a Participant in a profit sharing plan if: (1) the Participant does not or cannot elect payment of benefits in the form of a life annuity, and (2) on the death of the Participant, his vested Account Balance will be paid to his surviving Spouse (unless there is no surviving Spouse, or the surviving Spouse has consented to the designation of another Beneficiary in a manner conforming to a Qualified Election) and the surviving Spouse may elect to have distribution of the vested Account Balance (adjusted in accordance with Section 6.3 for gains or losses occurring after the Participant's death) commence within the 90-day period following the date of the Participant's death. (The provisions of Section 7.4 meet the requirements of clause (2) of the preceding sentence.) The Participant may waive the spousal death benefit described in this paragraph (b) at any time, provided that no such waiver shall be effective unless it satisfies the conditions applicable under Section 8.1(c) to a Participant's waiver of a QPSA. The exception in this paragraph (b) shall not be operative with respect to a Participant in a profit sharing plan if the Plan:
 - (1) is a direct or indirect transferee of a defined benefit plan, money purchase pension plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code Sections 401(a)(11) and 417; or
 - (2) is adopted as an amendment of a plan subject to the survivor annuity requirements of Code Sections 401(a)(11) and 417.
- (c) **Exception for Certain Amounts.** The provisions of Sections 8.3 through 8.6 shall not apply to any distribution made on or after the first day of the first Plan Year beginning after December 31, 1988, from or under a separate account attributable solely to accumulated deductible employee contributions as defined in Code Section 72(o)(5)(B), and maintained on behalf of a Participant

in a money purchase pension plan or a target benefit plan, provided that the exceptions applicable to certain profit sharing plans under paragraph (b) are applicable with respect to the separate account (for this purpose, "vested Account Balance" means the Participant's separate Account balance attributable solely to accumulated deductible employee contributions within the meaning of Code Section 72(o)(5)(B)).

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

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

8.5. Notice Requirements. In the case of a QJSA, no less than 30 days and no more than 180 days before a Participant's Annuity Starting Date, the Plan Administrator shall provide a written explanation of (a) the terms and conditions of a QJSA and QOSA, (b) the Participant's right to make, and the effect of, an election to waive the QJSA form of benefit, (c) the rights of the Participant's Spouse, and (d) the right to make, and the effect of, a revocation of a previous election to waive the QJSA. The written explanation shall comply with the requirements of Section 1.417(a)(3)-1 of the Treasury Regulations. The Annuity Starting Date for a distribution in a form other than a QJSA may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the QJSA and elect (with spousal consent) a form of distribution other than a QJSA; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the QJSA is provided to the Participant; and (3) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant. In addition, for distributions on or after December 31, 1996, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period described above.

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

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (i), (ii) and (iii) is the end of the 2-year period beginning 1 year before the date the applicable event occurs, and ending one year after that date. In the case of a

Participant who separates from service before the Plan Year in which he reaches age 35, notice shall be provided within the 2-year period beginning one year before the separation and ending one year after the separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for the Participant shall be redetermined.

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

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

ARTICLE 9. Minimum Distribution Requirements

9.1. Required Minimum Distributions.

(a) General Rules.

- (1) Subject to Article 8, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article apply to calendar years beginning after December 31, 2002.
- (2) All distributions required under this Article shall be determined and made in accordance with the regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G).
- (3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:
 - (i) the life of the Participant,
 - (ii) the joint lives of the Participant and a designated Beneficiary,
 - (iii) a period certain not extending beyond the life expectancy of the Participant, or
 - (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.
- (4) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 9.1, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and Section 15.3.

(b) Time and Manner of Distribution.

- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (2) Death of Participant Before Distributions Begin. If the Participant dies before the distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, except as otherwise elected

under Section 9.1(f), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

- (ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, except as otherwise elected under Section 9.1(f), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 9.1(b)(2), other than Section 9.1(b)(2)(i), will apply as if the surviving Spouse were the Participant.

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

- (3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Section 9.1(c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations.
- (c) Required Minimum Distributions during Participant's Lifetime.
 - (1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (ii) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.
 - (2) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.1(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.
- (d) Required Minimum Distributions after Participant's Death.
 - (1) Death On or After Date Distributions Begin.

- (i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
- The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
 - If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) Death before Date Distributions Begin.
- Participant Survived by Designated Beneficiary. Except as otherwise elected under Section 9.1(f), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 9.1(d)(1).
 - No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 9.1(b)(2)(i), this Section 9.1(d)(2) will apply as if the surviving Spouse were the Participant.
- (e) Definitions.
- Designated Beneficiary.** The individual who is designated as the Beneficiary under Section 7.4 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.
 - Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.1(b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of the distribution calendar year.
 - Life expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury Regulations.
 - Participant's Account balance.** The Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
 - Required Beginning Date.** The later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, except that distributions to a 5-percent owner must commence by the April 1 of the calendar year following the calendar year in which such Participant attains age 70½.
 - 5% Owner.** A Participant who is a 5-percent owner as defined in Code Section 416(i) (determined in accordance with Code Section 416 but without regard to whether the Plan is top heavy) at any time during the Plan Year ending with or within the calendar year in which he attains age 66½, or any subsequent Plan Year. Once distributions have begun to a 5-percent owner under this Article 9, they must continue, even if the Participant ceases to be a 5-percent owner in a subsequent year.
- (f) Participants or Beneficiaries May Elect 5-Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections 9.1(b)(2) and 9.1(d)(2) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 9.1(b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph (f), distributions will be made in accordance with Sections 9.1(b)(2) or 9.1(d)(2).
- ## 9.2. Modification of Required Minimum Distributions for 2009.
- Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions specifically equal to the 2009 RMDs, did not receive those distributions for 2009 unless the Participant or Beneficiary elected to receive such distributions.
 - Any Participant or Beneficiary who had elected a systematic withdrawal plan ("installments") to satisfy (in part or wholly) a 2009 RMD was permitted to elect to stop those installments.
 - For only those Participants and Beneficiaries who have made the election described in 9.2(a), a partial withdrawal was available to allow such a Participant or Beneficiary to withdraw any part of his or her Account prior to December 31, 2009.

- (d) Participants and Beneficiaries described in 9.2(a) were provided the opportunity to elect to receive their 2009 RMDs.
- (e) Notwithstanding Article 9 of the Plan, and solely for purposes of applying the direct rollover provisions of the plan, 2009 RMDs were treated as eligible rollover distributions.

ARTICLE 10. Amendment and Termination

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

- (a) the Prototype Sponsor shall have no power to amend or terminate the Prototype Plan in such manner as would cause or permit any part of the assets in the Trust to be diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries as described in Section 14.2, or as would cause or permit any portion of such assets to revert to or become the property of the Employer in violation of such Section;
- (b) the Prototype Sponsor shall not have the right to amend the Prototype Plan in a manner that violates Section 10.3;
- (c) the Prototype Sponsor shall have no power to amend the Prototype Plan in such a manner as would increase the duties or liabilities of the Trustee unless the Trustee consents thereto in writing; and
- (d) for purposes of reliance on an opinion or determination letter, the Prototype Sponsor will no longer have the authority to amend the Prototype Plan on behalf of the Employer as of the date (i) the Employer amends the Plan to incorporate a type of plan described in Section 6.03 of Rev. Proc. 2011-49 that is not permitted under the M&P program, or (ii) the Internal Revenue Service notifies the Employer, in accordance with Section 24.03 of Rev. Proc. 2011-49, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

10.2. Employer's Right to Amend. The Employer may at any time and from time to time modify or amend the Plan in whole or in part (including retroactive amendments); provided, however, that any such amendment (other than an amendment described in paragraphs (a), (b), (c) or (d) below) shall constitute substitution by the Employer of an individually designed plan for the approved Prototype Plan, including an amendment because of a waiver of the minimum funding requirement under Code Section 412(d). In the event of such an amendment, the Trustee shall resign pursuant to Section 14.6. The following amendments shall not cause the Plan to be an individually designed plan:

- (a) a change of the Employer's prior choice of an optional provision indicated on the Adoption Agreement;
- (b) the addition or modification of provisions stated in the Adoption Agreement to allow the Plan to satisfy Code Section 415, or to avoid duplication of minimum benefits under Code Section 416 because of the required aggregation of multiple plans;
- (c) the addition of certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause a plan to be treated as individually designed; or
- (d) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

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

10.3. Certain Amendments Prohibited. No amendment to the Plan shall be effective to the extent that it has the effect of reducing a Participant's accrued benefit. An amendment shall be treated as reducing a Participant's accrued benefit if it has the effect of reducing his Account balance (except that a Participant's Account balance may be reduced to the extent permitted by Code Section 412(d)(2)) with respect to amounts attributable to contributions made before the adoption of the amendment. Furthermore, if the vesting schedule of

the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the vested percentage (determined as of such date) of such Participant's Employer-derived Account balance shall not be less than the percentage computed under the Plan without regard to such amendment. No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to an amendment that eliminates or restricts the ability of a Participant to receive payment of his Account balance under a particular optional form of benefit if the amendment satisfies the conditions in (a) and (b) below:

- (a) The amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit eliminated or restricted. For purposes of paragraph (a), a single-sum distribution form is otherwise identical only if it is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.
- (b) The amendment is not effective unless the amendment provides that the amendment shall not apply to any distribution with an Annuity Starting Date earlier than the earlier of: (1) the 90th day after the date the Participant receiving the distribution has been furnished a summary that reflects the amendment and that satisfies the ERISA requirements at 29 CFR 2520.104b-3 relating to a summary of material modifications or (2) the first day of the second Plan Year following the Plan Year in which the amendment is adopted.

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

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

- (a) 60 days after the amendment is adopted;
- (b) 60 days after the amendment becomes effective; or
- (c) 60 days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

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

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

10.7. Procedure upon Termination of Trust. As soon as administratively feasible after the stated date that the Plan terminates pursuant to Section 10.6, the Trustee shall, after paying all expenses of the Trust, allocating any unallocated assets of the Trust, and adjusting all Accounts to reflect such expenses and allocations, distribute to Participants, former Participants and Beneficiaries the assets credited to their Accounts in accordance with the instructions of the Plan

Administrator or the Employer; provided, however, that the Trustee shall not be required to make any such distribution until it has received notice of any determination by the Internal Revenue Service which the Trustee may reasonably require. Each such distribution shall be made promptly in accordance with Article 7. Upon completion of such distribution the Trustee shall be relieved from all further liability with respect to all amounts so paid.

10.8. Transfers to the Pension Benefit Guarantee Corporation upon Plan Termination. Effective on and after January 1, 2007, in the event that the Employer terminates the Plan, as described in Articles 10.6 and 10.7, and, at the time the whereabouts of one or more distributees are unknown and the Employer so directs the Trustee, subject to applicable guidance, the Trustee shall transfer the Accounts of such distributees to the Pension Benefit Guarantee Corporation.

ARTICLE 11. Miscellaneous

11.1. Status of Participants. Neither the establishment of the Plan and the Trust or any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer or the Trustee, and in no event shall the terms of employment of any Employee or Participant be modified or in any way be affected hereby.

11.2. Administration of the Plan.

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

- (1) The Employer shall appoint a Plan Administrator to administer the Plan. In absence of such an appointment, the Employer shall serve as Plan Administrator. The Employer may remove and reappoint a Plan Administrator from time to time.
- (2) The Employer shall, formally or informally, review the performance from time to time of persons appointed by it or to which duties have been delegated by it, such as the Trustee and Plan Administrator (if the Employer is not the Plan Administrator).
- (3) If the Employer is not the Plan Administrator, the Employer shall supply the Plan Administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the Plan. The Plan Administrator may rely upon such information and shall have no duty to verify it.

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

- (1) The Plan Administrator's responsibilities shall include but not be limited to the following:
 - (i) Determining all questions relating to the eligibility of Employees to participate or remain Participants hereunder, based on the information provided by the Employer.
 - (ii) Computing, certifying and directing the Trustee with respect to the amount and form of benefits to which a Participant may be entitled hereunder.
 - (iii) Authorizing and directing the Trustee with respect to disbursements from the Trust.
 - (iv) Maintaining all necessary records for administration of the Plan.
 - (v) Interpreting the provisions of the Plan and preparing and publishing rules and operational procedures for the Plan that are not inconsistent with its terms and provisions.
 - (vi) Complying with any applicable requirements of the Code and ERISA, including, but not limited to, reporting, disclosure and notice requirements such as annual reports (under ERISA Section 101(b)), summary annual reports (under ERISA Section 104(b)), summary plan descriptions (under ERISA Section 101(a)), summaries of material modifications (under ERISA Section 101(a)), special tax notices (under Code Section 402(f)), notices regarding consent for distributions (under Code Section 411(a)(11)), and written explanations of QJSAs, QOSAs and QPSAs (under Code Section 417(a)).

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

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

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

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

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

11.3. Transfers and Rollovers. Notwithstanding any other provision hereof, with the consent of the Trustee, the Plan Administrator may cause to be transferred to the Plan all or any of the assets held in any other plan which satisfies the applicable requirements of Code Section 401, and which is maintained by the Employer for the benefit of any of the Participants. Any such assets so transferred shall be accompanied by written instructions from the Plan Administrator, which shall be conclusive, naming the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and identifying the assets attributable to the various contributions. The Plan Administrator, with the consent of the Trustee, may permit an Employee (whether or not a

Participant) to transfer or cause to be transferred to the Plan any assets held for his benefit in a qualified plan of a former employer of his or in an individual retirement savings plan which has been used by the Employee exclusively as a conduit for a prior distribution of assets held for his benefit in his former employer's qualified plan. Such a transfer shall be made in the form of cash (excluding currency) or property permitted as an investment hereunder or readily marketable assets, either:

- (a) directly between the trustee or custodian of the prior employer's plan and the Trustee, in which case the transferred assets shall be accompanied by written instructions showing separately the respective contributions by the prior employer and by the transferring Employee, and identifying the assets attributable to the various contributions; or
- (b) by the Employee to the Trustee, in which case the assets transferred must be accompanied by a written representation by the Employee that the assets meet the requirements for rollover contributions set forth in Code Section 402(c) and (e) or Code Section 408(d)(3) (whichever is applicable).

If permitted by the Trustee in a form and manner acceptable to it, the Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001 (including rollover contributions received by the Participant as a surviving Spouse, or a Spouse or former Spouse who is an Alternate Payee pursuant to a qualified domestic relations order) from the following types of plans:

- (1) qualified plan described in Code Sections 401(a) or 403(a), excluding after-tax employee contributions;
- (2) an annuity contract described in Code Section 403(b), excluding after-tax employee contributions;
- (3) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and
- (4) Participant rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Notwithstanding the foregoing, no Participant shall make a rollover/transfer of a Roth 401(k) or Roth 403(b) contribution or Roth IRA balance or any after-tax amount to the Plan. No rollover/transfer contribution may be made to the Plan unless such contribution has been approved by the Plan Administrator. The Trustee shall not accept assets unless they are in a medium proper for investment hereunder or in cash (excluding currency). It shall hold the assets for investment in accordance with the provisions of Article 6, and shall in accordance with the written instructions of the Employer make appropriate credits to the Employer Contribution Account of the Employee for whose benefit assets have been transferred or such other account and/or subaccount as the Plan Administrator may deem appropriate. Any amounts so credited as contributions previously made by an employer or by an Employee under a transferor plan, as specified by the Employer, shall be treated as contributions previously made under the Plan by the Employer or by the Employee, as the case may be. For purposes of Section 4.11 concerning withdrawal of Employee nondeductible contributions, employee nondeductible contributions made by an Employee under any other plan and transferred to this Plan pursuant to paragraph (a) of this Section 11.3 shall be considered Employee nondeductible contributions held under this Plan pursuant to Section 4.11.

Subject to the provisions of Article 14, the Plan Administrator may direct the Trustee to transfer assets held in the Trust for the account of a former Participant to the custodian or trustee of any other plan or plans maintained by the employer of the former Participant for the benefit of the former Participant, or to the custodian or trustee of an individual retirement plan established by the former Participant, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code. The assets so transferred shall be accompanied by written instructions from the Employer naming the person for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by the Participant, and identifying the assets attributable to the various contributions. If the Employer transfers the assets of the Plan to another custodian or trustee, the Employer shall be responsible for ensuring that

the Accounts of all Participants, former Participants, and Beneficiaries are also transferred to such custodian or trustee at the same time. The Trustee shall have no further liabilities under the terms of this Agreement with respect to assets so transferred.

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

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

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

11.7. Failure of Qualification. If the Plan as maintained by the Employer fails to attain or to maintain qualification under the Code, it shall be considered an individually designed plan and no longer a Prototype Plan; upon knowledge of such event the Trustee shall resign pursuant to Section 13.6. An Employer who is not entitled to rely on the opinion letter issued to the Prototype Sponsor with respect to the Prototype Plan, as set forth in the Adoption Agreement, shall promptly apply for a determination letter as to the Plan.

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

11.9. USERRA – Military Service Credit and Veteran's Reemployment Rights. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Notwithstanding the foregoing and for all purposes other than calculating Plan contributions under Article 4, in the case of a Participant who dies on or after January 1, 2007 and while performing qualified military service as defined in Code Section 414(u)(5), such

Participant shall be treated as having resumed employment pursuant to this Section on the day prior to his/her death and then terminating on account of death.

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

- (a) If to the Employer or Plan Administrator, to it at the most recent address of record communicated to the Trustee and, if to the Employer, to the attention of the most recent contact communicated to the Trustee;
- (b) If to the Trustee, to it at the address set forth in the Adoption Agreement; or, in each case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

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

11.11. Top-Heavy Rules. The Plan is deemed to be "top heavy" within the meaning of Code Section 416, and satisfies the requirements for a top-heavy plan under Code Section 416 and the Treasury Regulations thereunder.

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

11.13. Delegation of Authority to [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor]. The Employer may authorize the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] to act as its agent with respect to any of the nonfiduciary powers, duties, and responsibilities retained by the Employer or the Plan Administrator under the Plan. The [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] may execute such instructions and directions as may be necessary to perform such powers, duties, and responsibilities in the manner provided under the Plan. The Trustee is hereby authorized to accept instructions and directions delivered through the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] and may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] as being made by the Employer, Plan Administrator, or Participant, as the case may be.

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

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

as to the competence of an individual entitled to receive any payments under this Section.

ARTICLE 12. Limitations on Allocations

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

- (a) **Annual Additions.** "Annual Additions" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:
 - (1) Employer contributions;
 - (2) for any Plan Year beginning after December 31, 1986, employee nondeductible contributions;
 - (3) forfeitures; and
 - (4) allocations under a simplified employee pension.

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

- (b) **Compensation.** "Compensation" means a Participant's earned income, wages, salaries, and fees for professional services and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements, and expense allowances under a nonaccountable plan (as described in Treasury Regulation Section 1.62-2(c), and excluding the following:
 - (1) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan, or any distributions from a plan of deferred compensation;
 - (2) amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - (3) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
 - (4) other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the Employee).

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

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

as an amount under Code Section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

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

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

- (i) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or
- (ii) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued.

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

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

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

For Limitation Years beginning on or after July 1, 2007, Compensation shall be limited to amounts not in excess of the limit of Code Section 401(a)(17) as amended.

- (c) Defined Contribution Dollar Limitation. "Defined Contribution Dollar Limitation" means \$40,000, as adjusted under Code Section 415(d).
- (d) Employer. For purposes of this Article 12, "Employer" means the employer that adopts the Plan, and all members of a controlled group of corporations (as defined in Code Section 414(b) as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c) as modified by Code Section 415(h)) or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).
- (e) Excess Amount. "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

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

(g) Master or Prototype Plan. "Master or Prototype Plan" means a plan, the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(h) Maximum Permissible Amount. "Maximum Permissible Amount" means for Limitation Years beginning on or after January 1, 2002, the (i) Defined Contribution Dollar Limitation or (ii) 100 percent of the Participant's Compensation for the Limitation Year. The compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) which is otherwise treated as an Annual Addition under Code Section 415(l)(1) or Code Section 419A(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year, the Maximum Permissible Amount shall not exceed the Defined Contribution Dollar Limitation multiplied by a fraction of which the numerator is equal to the number of months in the short Limitation Year, and the denominator is 12. If a plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan were amended to change its Limitation Year.

12.2. Code Section 415 Limitations; Participation Only in This Plan.

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

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

12.3. Code Section 415 Limitations; Participation in Additional Defined Contribution Plan. This Section 12.3 applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan, a welfare benefit fund (as defined in Code Section 419(e)), an individual medical account (as defined in Code Section 415(l)(2)), or a simplified employee pension (as defined in Code Section 408(k)) maintained by the Employer, which provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans, welfare benefit funds, individual medical accounts,

and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated shall be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

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

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

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

- (a) the total Excess Amount allocated as of such date, multiplied by
- (b) the ratio of (1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Master or Prototype defined contribution plans.

Any Excess Amount attributed to this Plan shall be disposed of in the manner described in Section 12.2.

ARTICLE 13. [RESERVED]

ARTICLE 14. Rights and Duties of Trustees

14.1. Establishment of Trust. The Trustee shall accept and hold in the Trust such contributions by or on behalf of Participants as it may receive from time to time from the Employer together with the earnings thereon, and shall open and maintain records of contributions to and withdrawals from the Accounts for such individuals as the Employer shall from time to time certify to it, by name and Social Security number, as Participants in the Plan.

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

- (a) contributions made by the Employer by mistake of fact may be returned to the Employer within 1 year of the date of payment,
- (b) contributions that are conditioned on the deductibility thereof under Code Section 404 may be returned to the Employer within 1 year of the disallowance of the deduction, and
- (c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within 1 year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

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

14.3. Reports of the Trustee and the Employer. Not later than 120 days after the close of each Plan Year where the Plan Year is the calendar year (or after the Trustee's resignation or removal pursuant to Section 14.6), the Trustee shall furnish to the Employer a written report containing such information as shall be reasonably necessary to complete reports and disclosures required of the Employer pursuant to ERISA, including, without limitation, records of the transactions performed in connection with the Plan during the period in question, and either a statement of the fair market value of the assets of each Participant's Account as of the end of the period, or information adequate to permit the Employer to compare such value. Upon the expiration of 60 days following the date on which such a report is furnished to the Employer, the Trustee shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations or responsibilities as shown in or reflected by such report, except with respect to any such acts or transactions as to which the Employer shall have filed written objections within such 60-day period or as otherwise required by law. With respect to a Plan Year on other than a calendar basis, the Trustee shall provide the reports described herein upon request.

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

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

14.5. Limitation of Duties and Liabilities. The Trustee shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to Article 7 or any other action or nonaction taken pursuant to the request of the Employer, the Plan Administrator, a Participant, a Beneficiary, or the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor]; the validity or effect of the Plan and Trust Agreement; the qualification of the Plan or the Trust under the Code and ERISA; or the examination of the Plan by the Internal Revenue Service or the Department of Labor. Except as provided in Section 4.10, the Trustee shall have no authority to inquire into the correctness of any amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under Article 4.

The Employer and the executor, administrator, or successor of the Employer, as appropriate, and the [Broker] [Financial Advisor] [Investment Professional] [Investment Advisor] shall at all times fully indemnify and save harmless the Trustee and its successors and assigns from any liability arising from distributions so made or actions so taken, and from any and all liability whatsoever which may arise in connection with the Plan, except liability arising from the gross negligence or willful misconduct of the Trustee.

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

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

14.6. Substitution, Resignation or Removal of Trustee. The Prototype Sponsor may at any time appoint as a substitute for the Trustee named in the Adoption Agreement another institution that is a bank or is a nonbank trustee that has received approval from the Internal Revenue Service; provided that the Prototype Sponsor shall notify the Employer in writing at least 30 days in advance of the effective date of any such appointment. The Trustee may resign at any time upon 30 days' notice in writing to the Employer, and may be removed by the Employer at any time upon 30 days' notice in writing to the Trustee. Upon resignation of the Trustee, the Prototype Sponsor may propose a successor trustee. Upon removal of the Trustee, the Employer shall appoint a successor Trustee, but in that event the Plan shall be considered an individually designed plan for purposes of Section 10.2. Upon receipt by the Trustee of written acceptance of appointment by a substitute or successor trustee, the Trustee shall transfer and pay over to such successor the assets of the Trust. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after the payment of all such items to be paid over to the substitute or successor trustee. The Trustee and the Prototype Sponsor shall not be liable for the acts or omissions of any substitute or successor trustee. If within 90 days after the Trustee's resignation or removal a successor Trustee has not been appointed, the Trustee shall terminate the Trust pursuant to Section 10.6. The Trustee named in the Adoption Agreement has accepted its appointment, and intends to serve, only for so long as the Employer's plan is a Prototype Plan. If the Plan is no longer a Prototype Plan, the Trustee shall resign in accordance with this Section 14.6. Notwithstanding the foregoing, any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

ARTICLE 15. Transitional Rules

15.1. Applicability. The provisions of this Article 15 apply only to Employers who maintained a qualified retirement plan prior to the adoption of this Plan and which was the predecessor plan to this Plan.

15.2. Joint and Survivor Annuity Rules Applicable to Prior Participants. Any living Participant not receiving benefits on August 23, 1984, who would otherwise be entitled to but would not receive the benefits prescribed by Sections 8.3 and 8.4, must be given the opportunity to elect to have Article 8 apply, if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 Years of Service when he separated from service. Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not

otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his benefits paid in accordance with this Section 15.2. The respective opportunities to elect (as described in the two preceding sentences) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants. Notwithstanding the preceding sentences, such a Participant will not have the opportunity to have his benefits paid in accordance with this Section 15.2 if his Annuity Starting Date is later than the earlier of (i) the 90th day after notice that the forms of benefit described in this Section 15.2 will no longer be available is provided in accordance with Treasury Regulation Section 1.411(d)-4 Q&A-2(e)(1) (i) and (ii) the first day of the second Plan Year following the Plan Year in which such forms of benefit are eliminated by amendment.

Any Participant who has elected pursuant to the second sentence of this Section 15.2 to have Article 8 apply, and any Participant who does not so elect under the first sentence of this Section 15.2, or who meets the requirements of the first sentence except that he does not have at least 10 Years of Service when he separates from service, shall have his benefits distributed in accordance with all of the following requirements, if benefits would have been payable in the form of a life annuity:

(a) Automatic joint and survivor annuity. If benefits in the form of a life annuity become payable to a married Participant who:

- (1) begins to receive payments under the Plan on or after Normal Retirement Age; or
- (2) dies on or after Normal Retirement Age while still working for the Employer; or
- (3) begins to receive payments on or after the qualified early retirement age; or
- (4) separates from service on or after attaining Normal Retirement Age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits;

then such benefits shall be received under the Plan in the form of a qualified joint and survivor annuity, unless the Participant has elected otherwise during his election period. The election period must begin at least six months before the Participant attains the qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder shall be made in writing and may be changed by the Participant at any time.

(b) Election of early survivor annuity. A Participant who is employed after attaining the qualified early retirement age shall be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the qualified joint and survivor annuity if the Participant had retired on the day before his death. Any election under this provision shall be made in writing and may be changed by the Participant at any time.

(c) For purposes of this Section 15.2:

- (1) "Qualified early retirement age" is the latest of (i) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits, (ii) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or (iii) the date the Participant begins participation.
- (2) "Qualified joint and survivor annuity" is an annuity for the life of the Participant with a survivor annuity for the life of the Spouse, as described in Section 8.1(d).
- (3) "Election period" begins on the later of (i) the 180th day before the Participant attains the qualified early retirement age, or (ii) the date on which participation begins, and ends on the date the Participant terminates employment.

15.3. Certain Distributions under Pre-1984 Designations. Subject to the requirements of Article 8, and notwithstanding the provisions of Article 9, distribution on behalf of any Participant, including a 5-percent owner, may be made in accordance with all of the following requirements (regardless of when such distribution commences):

- (a) The distribution by the Trust is one which would not have disqualified the trust under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.
- (b) The distribution is in accordance with a method of distribution designated by the Employee whose Account is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.
- (c) Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.
- (d) The Employee had an Account balance under the Plan as of December 31, 1983.
- (e) The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions shall be made, and in the case of any distribution upon the Employee's death, the Beneficiaries of the Employee listed in order of priority.

A distribution upon death shall not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee. For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the Employee or the Beneficiary to whom such distribution is being made shall be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subSections (a) and (e). If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder. If a designation is

revoked after the date distributions are required to begin, the Trust must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Treasury Regulations thereunder, but for the designation described in paragraphs (b) through (e). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements in Treasury Regulation Section 1.401(a)(9)-2. Any changes in the designation generally shall be considered to be a revocation of the designation, but the mere substitution or addition of another beneficiary (one originally not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case of an amount transferred or rolled over from one plan to another plan, the rules in Q&A J-2 and Q&A J-3 of Treasury Regulation Section 1.401(a)(9)-1 shall apply.

15.4. Other Protected Benefits. If a Participant's vested Account balance is subject to any optional form of benefit (including an in-service withdrawal) not currently offered under the Plan, such Participant shall be entitled to elect such optional form of benefit until the earlier of (A) the 90th day after notice that such optional benefit will no longer be available is provided in accordance with Treasury Regulation Section 1.411(d)-4 Q&A-2(e)(1)(i) and (B) the first day of the second Plan Year following the Plan Year in which the amendment eliminating such optional form of benefit is adopted.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

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

Plan Description: Prototype Standardized Profit Sharing Plan
FFN: 31218740008-001 Case: 201200235 EIN: 04-2033129
Letter Serial No: J293790a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
PAGE D FLEEGER
FAEGRE & BENSON LLP
2200 WELLS FARGO CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MN 55402

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

**** COPY FOR AUTHORIZED REPRESENTATIVE ****

Dear Applicant:

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

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to 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 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: Prototype Standardized Money Purchase Pension Plan
FFN: 31218740008-002 Case: 201200236 EIN: 04-2033129
Letter Serial No: J293791a
Date of Submission: 04/04/2012

FIDELITY MANAGEMENT & RESEARCH CO
PAGE D FLEEGER
FAEGRE & BENSON LLP
2200 WELLS FARGO CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MN 55402

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

**** COPY FOR AUTHORIZED REPRESENTATIVE ****

Dear Applicant:

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

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to 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 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 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.

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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