INDIVIDUAL INVESTMENT PLAN

As Amended and Restated Effective January 1, 2016

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ARTICLE I

PURPOSE AND AMENDMENT OF THE PLAN

1.01 Amendment of the Plan. Brookhaven Country Club, Inc. previously adopted and established a profit sharing plan (the "Prior Plan") for the exclusive benefit of its eligible employees and their beneficiaries, effective as of January 1, 1985. Subsequent thereto, the Prior Plan was amended from time to time. Sponsorship of the Prior Plan was transferred to ClubCorp, Inc. effective February 1, 1992 and ClubCorp, Inc. was succeeded by ClubCorp USA, Inc. pursuant to a merger effective as of November 30, 2010 (the "Sponsoring Company"). Effective as of January 1, 1993, the Sponsoring Company at the time amended, restated, and renamed the Prior Plan as the "Individual Investment Plan" (the "Plan"). The Plan was subsequently amended and restated in its entirety, effective as of January 1, 1995, except as otherwise provided therein. The Plan was again amended and restated in its entirety, effective January 1, 2000, except as otherwise provided therein. The Plan was again amended and restated in its entirety, effective as of both July 1, 2003, and January 1, 2009, and on January 1, 2016, except as otherwise provided therein. The Plan was amended three times since the previous restatement. On November 13, 2010, ClubCorp, Inc., the Sponsoring Company, was merged with ClubCorp USA, Inc., which was the surviving company and is now the Sponsoring Company. Effective as of January 1, 2016, except where otherwise specifically provided (the "Effective Date"), the Sponsoring Company has by execution of this document, amended and restated the Plan in its entirety, subject to the terms and conditions hereinafter set forth. The Plan as hereby amended and restated shall be known as the "Individual Investment Plan."

Except as otherwise provided herein, and subject to the following sentence, the provisions of the amended and restated Plan as contained herein are applicable to Employees and Participants who have died, retired, suffered Total and Permanent Disability or incurred a Termination of Employment on or after January 1, 2016, or who are reemployed by an Employer or Affiliated Company on or after January 1, 2016, and while they are still entitled to reinstatement of rights under the Plan. Except as otherwise provided herein, any Employee or Participant who died, retired, suffered Total and Permanent Disability or incurred a Termination of Employment prior to January 1, 2016, shall receive any benefits to which he or she is entitled based upon the appropriate provisions of the Plan as in effect prior to January 1, 2016.

1.02 Purpose. The purpose of the Plan is to provide certain benefits for the Employers' Eligible Employees and their Beneficiaries.

It is the intention of the Employers that the Plan as amended and restated herein shall continue to meet all of the requirements necessary or appropriate to qualify it as a profit sharing plan under Code Sections 401(a) and 401(k) and that the Trust made a part hereof shall continue to be exempt from tax under Code Section 501(a) and all provisions hereof shall be interpreted accordingly.

1.03 Trust Agreement. In furtherance of the Plan, the Employers have amended and restated their previously executed trust agreement by entering into the Trust Agreement effective as of

January 1, 1993, which is made a part hereof, for the purpose of maintaining the Trust to fund the benefits of the Plan as hereinafter set forth.

ARTICLE II

DEFINITIONS

As used in the Plan:

2.01 "Account" or "Accounts" shall mean all or any of the Company Contribution Account, the Elective Contribution Account, the After-Tax Contribution Account, the Rollover Account, the Plan Merger Account, the Roth Rollover Account, the Employment Termination Account, the VESA Account, the QDRO Account, and any other account maintained by the Committee under Article IV or any other Section of the Plan to record a Participant's interest (or the undistributed interest of a Beneficiary or Alternate Payee) in the Trust Fund to the extent any one or more of such accounts have been created for a Participant, Beneficiary or Alternate Payee.

2.02 "Affiliated Company" shall mean any of the following which, unless the context otherwise requires itself is not an Employer: (1) a member of a controlled group of corporations of which the Sponsoring Company is a member as defined in Code Section 414(b), (2) any trade or business (whether or not incorporated) which is under common control with the Sponsoring Company as determined in accordance with Code Section 414(c) and regulations issued thereunder, (3) a member of an "affiliated service group" (whether or not incorporated) as determined in accordance with Code Section 414(m) and regulations issued thereunder, of which the Sponsoring Company is a member, or (4) any other entity which is required to be aggregated with the Sponsoring Company in accordance with Code Section 414(o) and the regulations issued thereunder. "Affiliated Company" as defined in clauses (1) and (2) shall be modified as required by Code Section 415(h) when used in Sections 5.04 and 5.05 hereof with respect to limitations on Annual Additions. Notwithstanding the foregoing, the following entities are excluded from participation in the Plan and shall not be Affiliated Companies: (i) Pinehurst, Inc., Pinehurst Championship Management, Inc., Pinehurst Country Club, Inc., ClubCorp Realty East, Inc., PCC Realty Corp., Pinehurst Acquisition Corp., Pinehurst Realty Corp. Pinehurst No. VII, Inc., and their successors, as of December 26, 2006 (the closing date for the Pinehurst transaction), and (ii) Operations Company for Homestead, Inc., and its successors, as of December 17, 2008.

2.03 "Alternate Payee" shall mean an individual or trust entitled to benefits under the Plan pursuant to a Qualified Domestic Relations Order.

2.04 "Beneficiary" shall mean any person or entity entitled to receive benefits which are payable upon or after a Participant's death pursuant to Article IX hereof.

2.05 "Board" shall mean the Board of Directors of the Sponsoring Company, as from time to time constituted.

2.06 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. References to any section of the Internal Revenue Code shall include any successor provision thereto.

2.07 "Committee" shall mean the Committee provided for in Section 13.01 hereof.

2.08 "Company Contribution Account" shall mean the separate account maintained for each Participant reflecting Company Contributions allocated to such Participant, as adjusted in accordance with the provisions of Article VI hereof.

2.09 "Compensation" shall mean wages as defined in Code Section 3401(a) for purposes of income tax withholding at the source, that were paid during a Plan Year to an Employee who is not a Self Employed Individual, but determined without regard to any rules that limit the amount taken into account based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation for any Self Employed Individual shall be equal to his Earned Income for the Plan Year. Notwithstanding the foregoing, if an Employee is performing service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) while on active duty for a period of more than 30 days and is receiving amounts which represent all or a portion of the Compensation the Employee would have received from the Employer if the Employee were performing services for the Employer, such amounts shall be treated as Compensation for all purposes under the Plan.

In the event an Employee begins, resumes or ceases to be a Participant during a Plan Year, such Employee's Compensation for the entire Plan Year shall be taken into account.

Notwithstanding the foregoing, Compensation shall be modified as follows:

Compensation shall include the amount of elective contributions that are made by the Employer on behalf of an Employee that are not includable in gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), and Code Section 132(f)(4). Compensation shall also include amounts deferred under an eligible deferred compensation plan within the meaning of Code Section 457(b) and employee contributions described in Code Section 414(h)(2).

Payments made after a "severance from employment" (within the meaning of Code Section 401(k)(2)(B)(i)(I)) shall be included in Compensation, if such amounts are paid by the later of (i) 2 ½ months after, or (ii) the end of the Limitation Year that includes, the date of the Employee's severance from employment with the Employer, and the payment constitutes: regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours(such as overtime or shift differential), commissions, bonuses, or other similar compensation, and absent a severance from employment, the payments would have been paid to the Eligible Employee while the Eligible Employee continued in employment with the Employer; payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued; or payment of nonqualified unfunded deferred compensation if such amount would have been paid at the same time if the Employee had not experienced a severance from employment, but only to the extent includible in gross income. Compensation shall include amounts paid to an individual who does not currently perform services for the Employer because of qualified military service (as used in Code Section 414(u)(1)) to the extent those amounts 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.

Compensation shall not include reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits, even if includable in gross income; provided, however, that if the Committee elects to exclude such amounts, a Self-Employed Individual's total Earned Income for the Plan Year shall be multiplied by a fraction, the numerator of which is the total Compensation of all Non-Highly Compensated

Employees (who are not Self-Employed Individuals) excluding the foregoing exclusions and the denominator of which is the total Compensation of all Non-Highly Compensated Employees (who are not Self-Employed Individuals) including the foregoing exclusions.

Compensation shall not include any Compensation in excess of Two Hundred Sixty Five Thousand Dollars ($265,000) in 2016 or such larger amount as results from the adjustment provided for in Code Section 401(a)(17)(B). The adjustments under Code Section 401(a)(17)(B) in effect for a calendar year shall apply to Compensation for the Plan Year beginning with or within such calendar year.

2.10 "Date of Employment" or "Date of Reemployment" shall mean the day on which an Employee first commences employment or reemployment following Termination of Employment, retirement after attaining his Retirement Date or recovery from Total and Permanent Disability, as the case may be, with an Employer or an Affiliated Company by performing an Hour of Service. All references to Date of Employment or Date of Reemployment shall include periods of self-employment for a Self-Employed Individual.

2.11 "Earned Income" shall mean with respect to a Self-Employed Individual, the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which the personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the taxpayer to a qualified plan to the extent deductible under Code Section 404. Additionally, for taxable years beginning after December 31, 1989, net earnings shall be determined with regard to the deduction allowed to the taxpayer by Code Section 164(f).

2.12 "Elective Contribution Account" shall mean the separate account maintained for each Participant reflecting the Elective Contributions made on behalf of such Participant, if any, as adjusted in accordance with the provisions of Article VI of the Plan.

2.13 "Elective Contributions" shall mean the amount each Participant has elected to have the Employer contribute on his behalf, in lieu of cash compensation, pursuant to the provisions of Section 4.02 hereof. Such amounts are intended to qualify as elective contributions under Code Section 401(k) and the regulations thereunder.

2.14 "Eligible Employee" shall mean any Employee except the following individuals: (1) any Employee who is included in a unit of employees covered by an agreement that the Secretary of Labor finds to be a collective bargaining agreement between employee representatives (within the meaning of Code Section 7701(a)(46)) and one or more Employers if retirement benefits were the subject of good faith bargaining between such parties, unless the collective bargaining agreement expressly provided for the inclusion of such employees as Eligible Employees under the Plan, (2) a nonresident alien who receives no earned income within the meaning of Code Section 911(b), and (3) any Employee who is a "Leased Employee" as defined in Section 2.15 hereof.

2.15 "Employee" shall mean any person who is employed by one or more Employers, is on an Employer's payroll, and whose wages are subject to FICA withholding, but shall exclude any person classified in the Employer's records as an independent contractor, even if such person is subsequently determined to be a person whose wages are subject to FICA withholding. Employee also includes any person (not employed by an Employer) who under an agreement

between an Employer and any other person (a "leasing organization") has performed services for such Employer (or for such Employer, Affiliated Company and any person that is a "related person" to the Employer as determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one (1) year, and the services are performed under the primary direction or control by such Employer (a "Leased Employee"). A Leased Employee shall not be an Employee, however, if (1) such person is covered by a money purchase pension plan qualified under Code Section 401(a) providing (a) a nonintegrated employer contribution rate of at least ten percent (10%) of Limitation Year Compensation as defined in Subsection 5.05(7) hereof, but including amounts contributed pursuant to a salary reduction agreement which are excludable from such person's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b), and Code Section 132(f)(4), (b) immediate participation, and (c) full and immediate vesting, and (2) Leased Employees do not constitute more than twenty percent (20%) of the Employer's or Affiliated Company's work force who are Non-Highly Compensated Employees.

2.16 "Employer" shall mean the Sponsoring Company and any successor to the Sponsoring Company or any Affiliated Company which adopts the Plan pursuant to Article XIV hereof. Schedule A contains a list of Affiliated Companies that have adopted the Plan as amended and restated as of January 1, 2016.

2.17 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. References to any section of ERISA shall include any successor provision thereto.

2.18 "Fiscal Year" shall mean the fiscal year of an Employer. The Fiscal Year of the Sponsoring Company ends on December 31.

2.19 "Forfeitures" shall mean any unclaimed accounts forfeited pursuant to Subsection 12.06(2). Forfeitures shall be allocated as provided in Subsection 6.04(4) hereof.

2.20 "Hour of Service" shall have the meaning respectively indicated below:

(1) Performance of Duties. Each hour for which an Employee is directly or indirectly paid, or entitled to payment by an Employer or an Affiliated Company for the performance of duties shall be an Hour of Service. Each such Hour of Service shall be credited to the Employment Period (as defined herein) or the Plan Year, as the case may be, in which the duties were performed. For purposes of this Section 2.20, the applicable Employment Period or Plan Year, as the case may be, as the context requires, shall be referred to as the "Computation Period." "Employment Period" shall be the initial twelve (12) consecutive month period beginning on an Employee's Date of Employment or, if applicable, an Employee's Date of Reemployment, and thereafter the Plan Year, beginning with the Plan Year within which occurs the Employee's first anniversary of his Date of Employment or Date of Reemployment.

(2) Back Pay. Each hour for which back pay (irrespective of mitigation of damages) has been either awarded or agreed to by an Employer or an Affiliated Company shall be an Hour of Service. Each such Hour of Service shall be credited to the Computation Period to which the agreement or award for back pay pertains, rather than to the Computation Period in which the award, agreement or payment is made. If back pay is either awarded or agreed to for a period of time during which no duties are performed, the provisions of

Subsections 2.20(3)(a) through (c) hereof shall apply to the calculation and crediting of Hours of Service for such period of time.

(3) Non-Working Time. Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by an Employer or an Affiliated Company for reasons other than the performance of duties (irrespective of whether the employment relationship with such Employer or Affiliated Company has terminated) (such as vacations, holidays, illness, incapacity, disability, layoff, jury duty, military duty, compensated Leave of Absence or similar periods) shall be an Hour of Service. Each such Hour of Service shall be calculated and credited on the following basis:

(a) Units of Time. If payments for reasons other than the performance of duties are calculated on the basis of units of time, such as hours, days, weeks or months, the number of Hours of Service to be credited shall be the number of regularly scheduled working hours included in the units of time on the basis of which the payments are calculated. In the case of an Employee without a regular work schedule, such Employee shall be credited with Hours of Service on the basis of the equivalency schedule set forth in Subsection 2.20(7) below. Each such Hour of Service shall be credited to the Computation Period in which the period during which no duties are performed occurs, beginning with the first unit of time to which the payment relates.

(b) No Units of Time. If payments for reasons other than the performance of duties are not calculated on the basis of units of time (such as lump sum disability payments for an injury), the number of Hours of Service to be credited shall be equal to the amount of the payment divided by the Employee's most recent hourly rate of compensation before the period during which no duties are performed.

(i) In the case of an Employee whose compensation is determined on the basis of a fixed rate for specified periods of time (other than hours), such as days, weeks or months, such Employee's hourly rate of compensation shall be such Employee's most recent rate of compensation for a specified period of time (other than hours), divided by the number of hours regularly scheduled for the performance of duties during such period. In the case of an Employee without a regular work schedule, such Employee's rate of compensation shall be calculated on the basis of the schedule of equivalent hours set forth in Subsection 2.20(7) below.

(ii) In the case of an Employee whose compensation is not determined on the basis of an hourly rate or on the basis of a fixed rate for specified periods of time, such Employee's hourly rate of compensation shall be the lowest hourly wage paid to employees in the same job classification as that of such Employee or, if no employees in the same classification have an hourly rate of compensation, the minimum wage as established from time to time under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(iii) Each such Hour of Service shall be credited to the Computation Period in which the period during which no duties are performed occurs, except

that if such period extends beyond one of such Computation Periods, such Hours of Service shall be allocated by the Committee, in its sole discretion, between not more than the first two of such Computation Periods on a reasonable basis which is consistently applied with respect to all Employees within the same job classification, reasonably defined.

(c) Exclusions. Notwithstanding the foregoing:

(i) An Employee shall not be credited on account of a period during which no duties are performed with a number of Hours of Service which is greater than the number of hours regularly scheduled for the performance of duties during such period.

(ii) In no event shall the number of Hours of Service attributable to a single continuous period (whether or not such period involves more than one Computation Period) for which no duties are performed exceed five hundred one (501) Hours of Service.

(iii) Hours of Service shall not be credited to a period for which payments are made to an Employee where those payments solely reimburse such Employee for medical or medically related expenses incurred by such Employee.

(iv) Hours of Service shall not be credited for a period to which payments pertain if such payments are made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws.

(4) No Duplication of Credit. An Employee shall not be credited with the same Hours of Service under both (a) Subsection 2.20(1) or 2.20(3), as the case may be, and (b) Subsection 2.20(2).

(5) Overlapping Payroll Period. In the case of Hours of Service to be credited to an Employee for a period of no more than thirty-one (31) days which overlaps two (2) Computation Periods, all such Hours of Service shall be credited to either the first or the second of such Computation Periods as the Committee, in its sole discretion, may determine on a consistent basis with respect to all Employees within the same job classification, reasonably defined.

(6) Uncompensated Leaves of Absence. Solely for purposes of determining whether an Employee has a One-Year Break in Service, Hour of Service shall include each hour (credited on the basis of the schedule of equivalent hours set forth in Subsection 2.20(7) below if any, or if not, on the basis of eight (8) Hours of Service for each workday of such Leave of Absence) for which an Employee is not paid but is on a Leave of Absence.

(7) Determination of Hours of Service to be Credited to Employees. The determination of the Hours of Service which must be credited to an Employee in accordance with the provisions of this Section 2.20 shall be made from records maintained by an Employer or an Affiliated Company which currently reflect the actual number of Hours of Service required to be credited under this Section 2.20. With respect to salaried employees

whose hours are not required to be counted and recorded by the Fair Labor Standards Act of 1938, the determination of the Hours of Service which must be credited to an Employee in accordance with the provisions of this Section 2.20 shall be based upon an equivalency schedule of ten (10) Hours of Service for each day on which the Employee performs an Hour of Service.

(8) Service with Predecessor Employer. As to any Employee who became employed by an Employer on March 31, 1999 and who was employed by the Cobblestone Golf Companies, Inc. on March 30, 1999, Hours of Service shall include service with Cobblestone Golf Companies, Inc. that would have been Hours of Service if Cobblestone Golf Companies Inc. were an Employer.

2.21 "Investment Manager" shall mean any fiduciary other than the Trustee or a Named Fiduciary that: (1) is either (a) registered as an investment adviser under the Investment Advisers Act of 1940, or (b) a bank (as defined in the Investment Advisers Act of 1940), or (c) an insurance company qualified to manage, acquire or dispose of Plan assets under the laws of more than one state, (2) acknowledges in writing that it is a fiduciary with respect to the Plan, and (3) is granted the power to manage, acquire or dispose of any asset of the Plan pursuant to Section 13.11 hereof.

2.22 "Leave of Absence" shall mean an absence from the active employment of an Employer by reason of an approved absence granted by such Employer on the basis of a uniform policy applied by such Employer without discrimination.

2.23 "One-Year Break in Service" shall mean, for purposes of eligibility to participate, the Employment Period during which an Employee has five hundred (500) or fewer Hours of Service and, for purposes of vesting, a Plan Year during which an Employee has five hundred (500) or fewer Hours of Service.

Notwithstanding any other provision of this Section 2.23 to the contrary, solely for purposes of determining whether an Employee has a One-Year Break in Service, Hours of Service shall include hours during which an Employee is first absent from work for any period solely for one of the following reasons: (1) by reason of (a) the Employee's pregnancy, (b) the birth of the Employee's child, (c) the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (2) for the purpose of caring for such child for a period beginning immediately following such birth or placement. Hours of Service shall be credited for purposes of this Section to the Plan Year in which such absence from work begins, provided crediting of such Hours of Service in such Plan Year would prevent the Participant from incurring a One-Year Break in Service in such Plan Year solely because of the crediting of hours in such Plan Year. In any other case, Hours of Service shall be credited for purposes of this Section to the immediately following Plan Year. The Hours of Service credited for purposes of this Section shall be those hours which otherwise normally would have been credited but for such absence, or, in any case in which the Committee is unable to determine the hours normally credited, Hours of Service shall be calculated on the basis of the schedule of equivalent hours set forth in Subsection 2.20(7), if any, or if not, on the basis of eight (8) Hours of Service for each workday of such absence. The total number of Hours of Service required to be credited for any absence described in this Section shall not exceed five hundred one (501). Notwithstanding the foregoing provisions of this Section, no Hours of Service credit shall be given pursuant to this Section unless the Employee furnishes the Committee with such information as the Committee

shall require to establish: (1) that the absence from work was solely for the reasons referred to herein, and (2) the number of days for which there was such an absence.

In addition, notwithstanding any of the foregoing provisions to the contrary, any period of unpaid Family Medical Leave Act ("FMLA") leave shall not be treated as or counted toward a One-Year Break in Service for purposes of eligibility to participate or vesting of benefits hereunder.

2.24 "Participant" shall mean an Eligible Employee who participates in the Plan as provided in Article III hereof or a former Employee who has a vested interest in the Plan. "Former Participant" shall mean an individual who was previously a Participant in the Plan but who no longer has any vested interest in the Plan.

2.25 "Plan" shall mean the Individual Investment Plan as set forth in this document, and as hereafter amended.

2.25A "Plan Merger Account" shall mean an amount the Plan receives for the account of a Participant related to a transfer in a merger of another plan into the Plan. All amounts allocated to the Plan Merger Account for a Participant shall be fully vested.

2.26 "Plan Year" shall mean the twelve (12) consecutive month period ending on December 31.

If any Plan Year consists of less than twelve (12) consecutive months (hereinafter referred to as the "Short Plan Year"), the following rules shall apply:

(1) Where Hours of Service are relevant to the allocation of Company Contributions, a Participant receives credit for the requisite number of hours required for purposes of receiving an allocation of Company Contributions if the Participant receives credit for the Applicable Hours during the Short Plan Year. For purposes of this paragraph, "Applicable Hours" shall mean the product of (a) the requisite number of required hours times (b) a fraction whose numerator is the number of complete months in the Short Plan Year and whose denominator is twelve (12).

(2) Where Hours of Service and years of service are relevant for eligibility or vesting purposes under the Plan, an Employee shall receive credit for one Eligibility Year of Service or Vesting Year of Service, as appropriate, for the Short Plan Year, if the Employee completes one thousand (1,000) Hours of Service in the twelve (12) consecutive month period beginning on the first day of the Short Plan Year (the "Short Year Computation Period") and shall receive credit for another Eligibility Year of Service or Vesting Year of Service, as appropriate, for the Plan Year in which such Short Year Computation Period ends (the "Succeeding Computation Period") if the Employee completes one thousand (1,000) Hours of Service in the Succeeding Computation Period. Hours of Service completed during the period between the end of the Short Plan Year and the end of the Short Year Computation Period shall be credited to both the Short Year Computation Period and to the Succeeding Computation Period.

2.27 "QDRO Account" shall mean that part of any other Account which has been isolated from such Account for the benefit of an Alternate Payee pursuant to a Qualified Domestic Relations Order.

2.28 "Qualified Domestic Relations Order" shall mean a judgment, order or decree which:

(1) Relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant; and

(2) Is made pursuant to a state domestic relations law (including a community property law); and

(3) Creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan; and

(4) Is determined by the Plan Administrator to meet all applicable requirements pursuant to the procedure established by the Committee for determining whether an order is a Qualified Domestic Relations Order pursuant to Code Section 414(p).

2.29 "Required Beginning Date" shall mean April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age seventy and one-half (70-1/2), or (2) the calendar year in which the Participant retires. Notwithstanding the preceding sentence, for a Participant who is a five percent (5%) owner within the meaning of Code Section 416(i) at any time during the calendar year in which such individual attains age seventy and one-half (70-1/2), "Required Beginning Date" shall mean April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2).

2.30 "Retirement Date" shall mean the date on which a Participant attains age sixty-five (65).

2.30A "Roth Rollover Account" shall mean any Roth 401(k) contributions received either (1) in a direct rollover or direct transfer from another Eligible Retirement Plan, or (2) in a merger with another Eligible Retirement Plan which were contributed as Roth contributions under Code section 402A and the guidance issued thereunder. All amounts allocated to a Roth Rollover Account for a Participant shall be fully vested.

2.31 "Self-Employed Individual" shall mean an individual who has Earned Income for the taxable year from a trade or business which has established the Plan, and, also, an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the taxable year.

2.32 "Sponsoring Company" shall mean ClubCorp, Inc. prior to November 30, 2010 and ClubCorp USA, Inc. following such date and shall include any successor thereto that continues to maintain the Plan.

2.33 "Termination of Employment" shall mean the termination of employment with all Employers and all Affiliated Companies, whether voluntarily or involuntarily, other than by reason of a Participant's retirement after attaining his Retirement Date or after sustaining Total and Permanent Disability, or death.

A Leave of Absence will not constitute a Termination of Employment provided the Employee returns to the active employment of the Employer at or prior to the expiration of the Participant's leave, or if not specified therein, within the period of time which accords with such Employer's policy with respect to permitted absences. If the Employee does not return to the active employment of such Employer at or prior to the expiration of the Participant's Leave of Absence,

the Participant's employment will be considered terminated as of the date on which the Participant's leave began.

Notwithstanding the foregoing provisions of this Section, absence from the active service of the Employer because of military service will be considered a Leave of Absence granted by an Employer and will not terminate the employment of an Employee if he returns to the active employment of an Employer within the period of time during which he has reemployment rights under any applicable federal law or within sixty (60) days from and after discharge or separation from such military service if no federal law is applicable. However, no provision of this Section or of the remainder of the Plan shall require reemployment of any Employee whose active service with an Employer was terminated by reason of military service.

All references to Termination of Employment for a Self-Employed Individual shall include termination of self-employment with all Employers and Affiliated Companies.

2.34 "Total and Permanent Disability" shall mean a physical or mental condition which, in the opinion of the Committee, based upon medical reports and other evidence satisfactory to the Committee, causes a Participant to be unable to engage in any substantial gainful employment with the Employer for an indefinite period; provided, however, the Participant shall not be deemed to have incurred a Total and Permanent Disability if the Participant's Total and Permanent Disability arises under any of the following circumstances:

(1) Injury or disease sustained as a result of excessive and habitual use of drugs, intoxicating liquors, or narcotics;

(2) Injury or disease sustained while willfully participating in any acts of violence, riots, civil insurrection, or while committing a felony;

(3) Injury or disease sustained while serving in the Armed Forces or as a result of warfare;

(4) Injury or disease sustained while rendering services as an employee to an employer other than the Employer or an Affiliated Company; or

(5) Any intentional or self-inflicted injury.

2.35 "Trust" shall mean the legal entity resulting from the Trust Agreement between the Sponsoring Company and the Trustee who receives the contributions under the Plan, and holds, invests, and disburses funds to or for the benefit of Participants and their Beneficiaries.

2.36 "Trust Agreement" shall mean the instrument establishing the Trust, as amended from time to time.

2.37 "Trust Fund" shall mean all assets of whatsoever kind or nature from time to time held by the Trustee pursuant to the Trust Agreement without distinction as to income and principal.

2.38 "Trustee" shall mean the party or parties, individual or corporate, named in the Trust Agreement and any duly appointed additional or successor Trustee or Trustees acting thereunder.

2.39 "Valuation Date" shall mean each business day of the Plan Year on which the New York Stock Exchange is open for business, and also the last day of the Plan Year, if not such a business day.

2.40 "VESA Account" means the separate account maintained for each Participant reflecting the voluntary after-tax contributions made to the CCA Associates Clubs Profit Sharing Plan which were transferred to the Plan effective January 1, 1989, as adjusted in accordance with the provisions of Article VI.

2.41 "Vesting Year of Service" shall mean a Plan Year, beginning with the Plan Year in which the Employee commenced employment or reemployment with an Employer or any Affiliated Company, during which a Participant has completed one thousand (1,000) or more Hours of Service with an Employer or Affiliated Company.

2.42 Whenever a noun, or a pronoun in lieu thereof, is used in the Plan in plural form and there be only one person, thing or institution within the scope of the word so used, or in singular form and there be more than one person, thing or institution within the scope of the word so used, such word, or the pronoun used in lieu thereof, shall have a plural or singular meaning, as the case may be. Pronouns of the masculine gender may mean the feminine and vice versa.

2.43 The words "herein," "hereof," and "hereunder" shall refer to the Plan.

2.44 The expressions listed below shall have the meanings stated in the Sections or Subsections hereof respectively indicated:

"Actual Contribution Percentage" or "ACP"	Subsection 4.06(1); Subsection 4.06(6)(a)
"Actual Deferral Percentage" or "ADP"	Subsection 4.03(1); Subsection 4.03(7)(a)
"After-Tax Contribution"	Subsection 4.05(1)
"After-Tax Contribution Account"	Subsection 4.05(1)
"Aggregating Plans"	Subsection 4.03(1)
"Annual Additions"	Subsection 5.03(1)
"Any Other Plans Maintained by the Employer"	Subsection 11.07(1)(e)
"Company Contribution"	Section 4.01
"Compensation"	Section 2.09
"Computation Period"	Subsection 2.20(1)
"Current Plan Year"	Subsection 4.03(1)
"Current Value"	Subsection 6.03(1)
"Current Year Testing Method"	Subsection 4.03(1)
"Defined Benefit Plan"	Subsection 5.05(2);

	Subsection 19.01(1)
"Defined Benefit Plan Fraction"	Subsection 5.05(3)
"Defined Contribution Plan"	Subsection 5.05(4); Subsection 19.01(2)
"Defined Contribution Plan Fraction"	Subsection 5.05(5)
"Determination Date"	Subsection 19.01(3)
"Direct Rollover"	Subsection 11.06(2)(d)
"Distributee"	Subsection 11.06(2)(c)
"Distribution Calendar Year"	Subsection 11.02A(5)(b)
"Effective Date"	Section 1.01
"Eligibility Year of Service"	Section 3.03
"Eligible Participant"	Section 5.01
"Eligible Retirement Plan"	Subsection 11.06(2)(b)
"Eligible Rollover Distribution"	Subsection 11.06(2)(a)
"Employee Participant"	Subsection 4.03(7)(d); Subsection 4.06(6)(b)
"Employment Period"	Section 2.20
"Entry Date"	Section 3.01
"Excess Aggregate Contributions"	Subsection 4.06(3)
"Excess Contributions"	Subsection 4.03(3)
"Excess Deferrals"	Subsection 4.03(6)
"Forfeitures"	Section 2.19
"Former Employees"	Subsection 4.03(7)(b)
"Former Participant"	Section 2.24
"Highly Compensated Employee"	Subsection 4.03(7)(b); Subsection 4.06(6)(b)
"Key Employee"	Subsection 19.01(4)

"Investment Fund"	Subsection 6.06(1)
"Key Employee Participant"	Subsection 19.01(5)
"Leased Employee"	Section 2.15
"Limitation Year"	Subsection 5.05(6)
"Limitation Year Compensation"	Subsection 4.03(7)(b); Subsection 5.05(7); Subsection 19.01(6)
"Named Fiduciaries"	Section 13.09
"Net Earnings and Adjustments in Value of the Trust Fund"	Subsection 6.04(2)
"Non-Highly Compensated Employee"	Subsection 4.03(7)(c); Subsection 4.06(6)(b)
"Non-Key Employee"	Subsection 19.01(7)
"Non-Participating Affiliated Company"	Subsection 3.01(3)
"Permissive Aggregation Group"	Subsection 19.01(8)
"Permitted Purpose"	Subsection 11.07(1)(d)
"Plan Administrator"	Section 13.07
"Prior Year Testing Method"	Subsection 4.03(1)
"Qualified Consent"	Subsection 9.02(3)
"Qualified Nonelective Contributions" or "QNCs"	Subsection 4.03(5)
"Required Aggregation Group"	Subsection 19.01(9)
"Retirement Plan"	Subsection 5.05(1)
"Rollover Account"	Subsection 4.08(1)
"Rollover Contribution"	Subsection 4.08(1); Subsection 4.08(4)
"Salary Reduction Agreement"	Subsection 4.02(1)
"Super Top Heavy Plan"	Subsection 19.02(2)

"Top Heavy Plan"	Subsection 19.02(1)
"Top Heavy Ratio"	Subsection 19.02(2)
"Total Compensation"	Subsection 4.03(7)(e); Subsection 4.06(6)(b)
"Valuation Date"	Section 2.39; Subsection 19.01(10)

ARTICLE III

REQUIREMENTS FOR ELIGIBILITY AND PARTICIPATION

3.01 Eligibility. An Eligible Employee who met the eligibility requirements under the Plan and was a Participant in the Plan as it existed on the date immediately prior to the Effective Date shall continue to be a Participant in the Plan on the Effective Date. Each other Eligible Employee shall become a Participant in accordance with the applicable paragraph of this Section 3.01:

(1) Service. An Eligible Employee shall become a Participant as of the business day (the "Entry Date") coinciding with or next following the date upon which such Eligible Employee completes six (6) consecutive months of employment beginning with such Eligible Employee's Date of Employment, provided such Eligible Employee is so employed on such Entry Date. For purposes of the foregoing, an Eligible Employee shall be deemed to have completed one consecutive month of employment if one calendar month has passed since the Participant's Date of Employment, regardless of the number of Hours of Service worked by such Eligible Employee during such period. For purposes of the determination of the fulfillment of an Eligible Employee's initial six (6) months of continuous service eligibility requirement, an Eligible Employee, upon employment by an Employer, shall receive credit for service with any club which is not an Affiliated Company but which is a club managed by the Sponsoring Company or a club which the Sponsoring Company manages or owns pursuant to a joint venture with another entity, but only for service while such club is managed or partially owned.

Notwithstanding any provisions in this Section 3.1 to the contrary, an Employee transferred to the Employer from a Related Employer shall have such transferred Employee's service with such Related Employer considered solely for purposes of determining such transferred Employee's eligibility under the Plan. Such transferred Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date upon which such transferred Employee satisfies the continuous service requirement in this Subsection 3.01(1) counting service with the Related Employer as if it were service with the Employer. Participation will be effective as of the Entry Date coinciding with or next following the date the transferred Employee commences employment with the Employer and becomes an Eligible Employee and satisfies the requirements of this Subsection 3.01(1). Notwithstanding the preceding sentences, participation is not automatic and must be elected by making a request in the form prescribed by the Committee within thirty-one (31) days after the date of the Eligible Employee's commencement of employment with the Employer. "Related Employer" means any of the following entities: KSL DC Management, LLC; KSL LC

Management II, LLC; Operations Company for Homestead, Inc.; Barton Creek Resort & Clubs, Inc.; KSL II Management Operations, LLC; and KSL Rancho Mirage, LLC.

(2) Reemployment. In the event an Eligible Employee suffers a Termination of Employment after completing the eligibility requirements of Subsection 3.01(1) but prior to the Entry Date upon which such Eligible Employee would have participated in the Plan, and such Eligible Employee is reemployed by an Employer after the Entry Date upon which the Eligible Employee would have participated in the Plan, such Eligible Employee shall participate in the Plan as of the Entry Date that next follows the Participant's Date of Reemployment, provided such Eligible Employee is so employed on such Entry Date.

(3) Transfer to Non-Participating Affiliated Company Prior to Completion of Eligibility Requirements. In the event an Eligible Employee transfers to an Affiliated Company that has not adopted the Plan (a "Non-Participating Affiliated Company") prior to completing the eligibility requirements of Subsection 3.01(1) and is employed continuously with a Non-Participating Affiliated Company until the Participant's transfer back to an Employer, such Eligible Employee shall become a Participant as of the Entry Date coinciding with or next following the date upon which such Employee completes the eligibility requirements of Subsection 3.01(1), provided such Eligible Employee is so employed on such Entry Date.

3.02 Employment with a Predecessor Employer. If the Plan had previously been maintained by a predecessor of an Employer, whether a corporation, partnership, sole proprietorship or other business entity, any period of employment with such predecessor shall be treated as a period of employment with an Employer. If the Plan had not been previously maintained by a predecessor of an Employer, employment with such predecessor shall not be taken into account, except to the extent required pursuant to regulations prescribed by the Secretary of the Treasury or his delegate or as otherwise provided in the Plan.

3.03 Participation Upon Reemployment. In the event that a Participant or Former Participant who has suffered a Termination of Employment is reemployed by an Employer, such Participant or Former Participant shall be eligible to participate in the Plan as of the Participant's Date of Reemployment, provided he is an Eligible Employee on such Entry Date.

3.04 Change in Status of Eligible Employee.

(1) In the event an Employee, including an Employee who previously was not defined as an Eligible Employee under Section 2.14 hereof, becomes defined as an Eligible Employee, such individual shall become a Participant in the Plan as of the Entry Date next following the date he becomes defined as an Eligible Employee, provided he has met the other requirements for eligibility set forth in Section 3.01 hereof and previously would have begun to participate in the Plan had he been defined as an Eligible Employee. If such individual has not met the other requirements for eligibility set forth in Section 3.01 hereof, such individual shall be treated as if he had always been defined as an Eligible Employee and shall become a Participant in the Plan as of the Entry Date coinciding with or next following the date the individual meets the requirements for eligibility set forth in Section 3.01 hereof.

(2) In the event a Participant who ceased to be defined as an Eligible Employee under Section 2.14 hereof but who did not incur a Termination of Employment with an

Employer subsequently becomes defined as an Eligible Employee again, such Eligible Employee shall recommence participation in the Plan for all purposes without regard to the limitations imposed by Section 5.06 hereof, as of the Entry Date next following the date he again becomes defined as an Eligible Employee, provided he is an Eligible Employee on such Entry Date.

3.05 Participation in the Plan. Each Eligible Employee shall be provided with such information as is required by ERISA within the time prescribed for providing such information. In addition, each Participant shall be provided with a designation of Beneficiary form which shall provide for a designation of one or more Beneficiaries to receive benefits in the event of the Participant's death. Each Participant shall also be provided with such forms as may be necessary to cause Elective Contributions to be made on the Participant's behalf to the Trust.

ARTICLE IV

CONTRIBUTIONS

4.01 Company Contributions. At the time provided in Subsection 4.04(1), each Employer may make a cash contribution (the "Company Contributions") to the Trust in such amount as its board of directors (or such other person or group of persons referred to in Section 20.07 hereof in case of an Employer which is not a corporation) in its sole discretion may authorize; provided, however, that an Employer may determine that no Company Contribution shall be made for a specified period.

In no event, however, shall any Company Contribution exceed the maximum deductible Company Contribution under Code Section 404(a) including any amount which may be deductible by the Employer under the carryover provisions of the Code. Notwithstanding the foregoing, to the extent necessary to provide the required top-heavy minimum allocation described in Article XIX, an Employer shall make a contribution even if it exceeds the amount which is deductible under Code Section 404.

4.02 Elective Contributions; Change of Election.

(1) In addition to any Company Contribution permitted hereunder, each Employer shall contribute to the Trust Fund an amount determined under the provisions of this Section, as an Elective Contribution, on behalf of each Participant who has in effect an agreement electing to reduce the Participant's Compensation ("Salary Reduction Agreement"), in accordance with the following rules:

(a) The amount to be contributed as an Elective Contribution on behalf of each such Participant, for each payroll period, shall be the amount such Participant elects on the Participant's Salary Reduction Agreement; provided, however, that a Participant may not elect to reduce the Participant's Compensation by more than fifty percent (50%) for the Plan Year. The rate of Elective Contributions, if any, which each Participant elects must be in whole percentage points and shall be made on a Salary Reduction Agreement provided by and filed with the Committee.

(b) An election for a Participant who initially completes a Salary Reduction Agreement when he is first eligible to participate shall be effective beginning

with the pay period following acceptance by the Committee of the executed Salary Reduction Agreement.

(c) An election for a Participant who initially completes a Salary Reduction Agreement after he is first eligible to participate shall be effective as soon as administratively practicable after the close of the payroll period for which the Participant's elections are applicable that is not earlier than thirty (30) days (or such other time as the Committee shall permit in accordance with uniform and nondiscriminatory rules) after the date the executed Salary Reduction Agreement is accepted by the Committee.

(d) An election by a Participant shall not have retroactive effect and shall remain in force until revoked or changed. The Committee shall establish and communicate to Participants uniform and nondiscriminatory procedures for the election of salary reduction amounts and may change said procedures at such times and in such manner as the Committee may determine to be necessary or desirable. Elective Contributions made on behalf of a Participant shall be credited to the Participant's Elective Contribution Account under the Plan. Any amounts of Elective Contributions credited to a Participant's Elective Contribution Account shall, for all purposes and in all respects, be fully vested and nonforfeitable. For purposes of this Section 4.02, any reference to payroll period shall, for Self-Employed Individuals, mean the Fiscal Year.

(e) Those Participants who have attained age 50 or older before the close of their taxable year, shall be eligible to make Elective Contributions in addition to the Elective Contributions provided for in Subsection 4.02(1)(a) hereof ("Catch-Up Elective Contributions") in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Elective Contributions shall not be taken into account for purposes of Section 4.03(6) (and Code Section 402(g)) and Sections 5.03 through 5.06 (and Code Section 415). In addition, the Plan shall not be treated as failing to satisfy the following provisions, as applicable, by reason of the making of such Catch-Up Elective Contributions: Section 4.03 (and Code Section 401(k)(3)) or the provisions of the Plan implementing Code Section 410(b), and Article XIX (and Code Section 416). Such Catch-Up Elective Contributions shall be nonforfeitable when made regardless of the Participant's age or service.

(2) A Participant may make changes to the Participant's salary reduction election under the Plan to another rate permitted under Subsection 4.02(1)(a) hereof and thereby change the rate of the Elective Contributions made to the Trust Fund on the Participant's behalf, in accordance with the following rules:

(a) A Participant may (i) change the rate of such Participant's salary reduction election, (ii) discontinue the salary reduction election under the Plan and any Elective Contributions made as a result thereof, or (iii) resume salary reductions after a discontinuance, effective on the first day of the first payroll period after the date notice of the change, discontinuance or resumption is received by the Committee, or as soon as administratively feasible thereafter. If a telephone voice response system or similar technological system is made available to Participants, any change of rate, discontinuance or resumption of salary

reductions shall be effective on the first day of the first payroll period or as soon as administratively feasible after such change of rate, discontinuance or resumption of salary reduction has been made by a Participant through such system.

(b) A Participant who desires to change such rate of salary reduction election, discontinue such salary reduction election, or resume salary reduction must notify the Committee thereof in writing on forms specified by the Committee. If a telephone voice response system or similar technological system is made available to Participants, a Participant may make such change, discontinuance or resumption through such system.

(c) Termination of Employment by a Participant or the cessation of participation for any reason, including death, Total and Permanent Disability or retirement, shall be deemed to revoke any election then in effect, effective immediately following the close of the pay period in which such termination or cessation occurs.

4.03 Limitations on Elective Contributions. The limitations described in this Section 4.03 shall be determined in accordance with the applicable sections of the Code and regulations thereunder.

(1) Notwithstanding any other provision of the Plan, in no event shall the Employer make an Elective Contribution in any Plan Year (the "Current Plan Year") if such contribution would cause the "Actual Deferral Percentage" (or "ADP") of Highly Compensated Employees to exceed the greater of the limitations indicated below:

(a) One hundred twenty-five percent (125%) of the ADP for all Non-Highly Compensated Employees for the Current Plan Year; or

(b) The lesser of (i) the sum of the ADP for all Non-Highly Compensated Employees for the Current Plan Year plus two percent (2%), or (ii) two hundred percent (200%) of the ADP for all Non-Highly Compensated Employees for the Current Plan Year.

If the ADP for all Non-Highly Compensated Employees under this Subsection 4.03(1) is determined on the basis of the Current Plan Year (the "Current Year Testing Method"), then this Subsection 4.03(1) may not be amended to provide that the ADP for all Non-Highly Compensated Employees will be determined on the basis of the prior Plan Year (the "Prior Year Testing Method") except under one of the following circumstances:

(a) The Plan is not the result of the aggregation of two (2) or more plans, and the Current Year Testing Method was used under the Plan for each of the five (5) Plan Years preceding the Plan Year in which such amendment is effective (or if lesser, the number of Plan Years the Plan has been in existence).

(b) The Plan is the result of the aggregation of two (2) or more plans, and for each of the plans that are being aggregated (the "Aggregating Plans"), the Current Year Testing Method was used for each of the five (5) plan years preceding the Plan Year in which such amendment is effective (or if lesser, the number of plan years the Aggregating Plans have been in existence).

(c) A transaction occurs that is described in Code Section 410(b)(6)(C)(i) and Treasury Regulation Section 1.410(b)-2(f) which results in an Employer maintaining both a plan using the Prior Year Testing Method and a plan using the Current Year Testing Method, and the amendment changing from the Current Year Testing Method to the Prior Year Testing Method is effective within the transition period described in Code Section 410(b)(6)(C)(ii).

(2) The Committee shall, to the extent necessary to conform the Elective Contributions to the above limitations, reduce prospectively the amount of Elective Contributions to be made on behalf of Highly Compensated Employees. Such prospective reduction shall first be applied to reduce the dollar amount elected by all those Highly Compensated Employees who have elected the highest dollar amount of Elective Contributions compared to the dollar amount elected by all those Highly Compensated Employees (including those Employees whose dollar amount was previously reduced) whose elected dollar amount is at the next highest dollar amount of Elective Contributions, and shall thereafter continue to be applied to the extent necessary in like manner in descending order on the basis of elected contribution amounts. The total amount by which the Elective Contributions must be reduced prospectively as provided above shall be determined under Subsection 4.03(1) above and shall be calculated by reducing contributions made on behalf of Highly Compensated Employees in order of their actual deferral percentages beginning with the highest of such percentages, and continuing to reduce the Elective Contributions of the Highly Compensated Employees with the next highest contribution percentages in a like manner in descending order based on rates of contribution percentages until the amount reduced is sufficient to satisfy the requirements of Section 4.03(1) above.

Such prospective reductions may thereafter be adjusted by the Committee, upon due notice to the affected Participants, at any time thereafter to increase the elected amounts for those Highly Compensated Employees whose amounts were previously reduced in accordance with this Subsection if the Committee shall determine that such increase will not cause the limits set forth in Subsection 4.03(1) to be exceeded for the Plan Year. Any such increase shall be applied to the reduced Highly Compensated Employees in ascending order, starting with those reduced Highly Compensated Employees who were last affected by the reduction sequence provided for herein. Any decrease of a Participant's Elective Contributions under this Subsection shall be in addition to and shall not otherwise affect such Participant's rights to change or suspend contributions.

(3) In the event that following the end of a Plan Year, it is determined by the Committee that the Elective Contributions for Highly Compensated Employees exceed the limitations of Subsection 4.03(1), then the amount in excess of such limitation ("Excess Contributions") (and the income thereon) (with the amount of such Excess Contributions calculated by reducing the contributions made on behalf of Highly Compensated Employees in the order of the actual deferral percentages beginning with the highest such percentage and continuing to reduce the Elective Contributions of the Highly Compensated Employees with the next highest contribution percentages in a like manner in descending order based on rates of contribution percentages until such percentages satisfy the test in Subsection 4.03(1)) shall be distributed to the Highly Compensated Employees, notwithstanding any Plan provision to the contrary, no later than the last day of the Plan Year following the close of the Plan Year in which such Excess Contributions occurred. If such Excess Contributions are distributed more than two and

one-half (2-1/2) months after the last day of the Plan Year in which such Excess Contributions occurred, a ten percent (10%) excise tax will be imposed on the Employer with respect to such amounts.

In distributing Excess Contributions, the following rules shall apply: The Excess Contributions shall first be applied to reduce the dollar amount elected by all those Highly Compensated Employees who have elected the highest dollar amount of Elective Contributions compared to the dollar amount elected by all those Highly Compensated Employees (including those Employees whose dollar amount was previously reduced) whose elected dollar amount is at the next highest dollar amount of Elective Contributions and shall thereafter continue to be applied to the extent necessary in like manner in descending order on the basis of elected contribution amounts until the reductions equal the Excess Contributions and enable the Elective Contributions to conform to the limitations of Subsection 4.03(1).

The amount of Excess Contributions to be distributed to each affected Highly Compensated Employee is equal to the Elective Contributions on behalf of such Employee (prior to reduction of the Excess Contributions) less the product of such Employee's ADP (after reduction for such Excess Contributions) times such Employee's Total Compensation, rounded to the nearest one cent ($.01), and likewise is equal to the amount of reduction provided for herein.

The amount of Excess Contributions that may be distributed under this Subsection with respect to a Highly Compensated Employee for a Plan Year shall be reduced by any Excess Deferrals (as defined in Subsection 4.03(6)) attributable to such Plan Year previously distributed to such Employee. In the event a distribution of Elective Contributions constitutes a distribution of Excess Contributions and a distribution of Excess Deferrals pursuant to Subsection 4.03(6), the amounts distributed shall be treated as a simultaneous distribution of both Excess Contributions and Excess Deferrals.

Notwithstanding anything to the contrary contained herein, to the extent a Highly Compensated Employee has not reached the limit on Catch-Up Elective Contributions described in Section 4.02(1)(e), then any Excess Contributions allocated to such Highly Compensated Employee shall be deemed Catch-Up Elective Contributions and shall not be treated as Excess Contributions.

(4) In determining the amount of income allocable to Excess Contributions which are being distributed, the following rules shall apply:

(a) The income allocable to Excess Contributions for the Plan Year in which the contributions are made is the income for the Plan Year allocable to Elective Contributions and amounts treated as Elective Contributions with respect to the Highly Compensated Employee, multiplied by a fraction, the numerator of which is the amount of Excess Contributions made on behalf of the Highly Compensated Employee for the Plan Year and the denominator of which is the balance of such Employee's Elective Contribution Account as of the end of the Plan Year before adjustment of such Account as provided for in Subsection 6.04(3).

(b) For purposes of this Subsection, the income of the Plan shall mean all earnings, gains and losses, computed in accordance with the provisions of Article VI.

(c) Effective for Plan Years beginning on or after January 1, 2006 and before January 1, 2008, Excess Contributions shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Contributions is the sum of: (i) the income or loss allocable to the Participant's Elective Contributions Account for the taxable year, multiplied by a fraction, the numerator of which is such Participant's Excess Contributions for such year and the denominator of which is the Participant's Elective Contribution Account balance attributable to the Elective Contributions without regard to any income or loss occurring during such taxable year; and (ii) 10 percent of the amount determined under (i) multiplied by the number of whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of distribution as a whole month if the distribution occurs after the 15th day of such month.

(d) Distribution of Income attributable to Excess Contributions on and after January 1, 2008. Effective for Plan Years beginning on or after January 1, 2008, distributions of Excess Contributions must be adjusted for income (gain or loss) through the end of the Plan Year to which the Excess Contribution relates. For purposes of this Section, "income" shall be determined and allocated in accordance with the provisions of Section 4.03(6)(c), except that such Section shall be applied by substituting for "Excess Contributions", "Excess Aggregate Contributions," and by substituting amounts taken into account under the ACP test for amounts taken into account under the ADP test. Effective for Plan Years beginning on or after January 1, 2008, the Plan Administrator has the discretion to determine and allocate income using any of the methods set forth below:

(i) Reasonable method of allocating income. The Plan Administrator may use any reasonable method for computing the income allocable to Excess Contributions, provided that the method does not violate Code Section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's accounts. A Plan will not fail to use a reasonable method for computing the income allocable to Excess Contributions merely because the income allocable to Excess Contributions is determined on a date that is no more than seven (7) days before the distribution.

(ii) Alternative method of allocating income. The Plan Administrator may allocate income to Excess Contributions for the Plan Year by multiplying the income for the Plan Year allocable to the Elective Contributions and other amounts taken into account under the ADP test (including contributions made for the Plan Year), by a fraction, the numerator of which is the Excess Contributions for the Employee for the Plan Year, and the denominator of which is the account balance attributable to Elective Contributions and other amounts taken into account under the ADP test as of the beginning of the Plan Year, without regard to any income or loss occurring during such taxable year.

(5) For any Plan Year in which ADP is computed under the Prior Year Testing Method, this Subsection 4.03(5) shall not apply.

(a) In addition to or in lieu of the above procedures to conform Elective Contributions to the limitations of Subsection 4.03(1), the Employer may, in its sole discretion, contribute on behalf of any Participant who is a Non-Highly Compensated Employee additional contributions as Qualified Nonelective Contributions ("QNCs") to the extent necessary to insure that the limitations of Subsection 4.03(1) are met. Any such additional contributions shall meet the requirements of Treasury Regulation Section 1.401(k)-2(a)(6) (or any successor thereto), shall be treated as Elective Contributions and shall be allocated to such Participant's Elective Contribution Account in a manner proportionate to the Total Compensation of the affected Participants. Such additional contributions shall be immediately fully vested and subject to the distribution restrictions of Sections 11.04 and 11.07 hereof, applicable to Elective Contributions.

In addition, the Committee may designate all or part of any Company Contributions that have not yet been contributed to the Trust and allocated to a Participant's Account as QNCs which shall be so designated at the time of contribution to the Trust, and which shall be included in the calculations under Subsection 4.03(1) to the extent necessary to insure that the limitations of Subsection 4.03(1) are met, provided such use complies with the requirements of Treasury Regulation Section 1.401(k)-2(a)(6) (or any successor thereto). Any Company Contributions so designated shall not be included in the calculations under Subsection 4.06(1), shall be treated as Elective Contributions, shall be allocated to such Participant's Elective Contribution Account, shall be immediately fully vested and shall be subject to the distribution restrictions of Sections 11.04 and 11.07 hereof applicable to Elective Contributions.

(b) In order for contributions referred to in this Subsection 4.03(5) contributed on behalf of any Participant who is either a Highly Compensated Employee or a Non-Highly Compensated Employee to qualify as QNCs, said contributions must be made to the Plan by the end of the Plan Year following the Current Plan Year.

(c) Notwithstanding anything in this Subsection 4.03(5) to the contrary, if Subsection 4.03(1) is amended to change from the Current Year Testing to the Prior Year Testing Method, then for purposes of the first Plan Year for which such amendment is effective, the ADP for Non-Highly Compensated Employees for the prior Plan Year shall be determined taking into account (i) only those QNCs allocated to the accounts of Non-Highly Compensated Employees for the prior Plan Year that were not used to meet the limitations under either Subsection 4.03(1) or Subsection 4.06(1) under the Current Year Testing Method for the prior Plan Year and (ii) those Elective Contributions of Non-Highly Compensated Employees included in the calculations under Subsection 4.03(1), but not Subsection 4.06(1), under the Current Year Testing Method for the prior Plan Year.

(6) Notwithstanding anything herein to the contrary, in no event shall the Employer make an Elective Contribution in any Plan Year on behalf of any Participant if such contribution would cause the Elective Contributions for such Participant for the Participant's taxable

year to exceed the dollar limitation contained in Code Section 402(g) in effect for such taxable year, except to the extent permitted under Subsection 4.02(1)(e) and Code Section 414(v), if applicable.

Should any Elective Contribution made to the Plan by the Employer on behalf of a Participant exceed the dollar limitation provided for in the preceding paragraph (including, if applicable, the dollar limitation on Catch-Up Elective Contributions contained in Code Section 414(v)) ("Excess Deferrals") on account of the Participant's Elective Contributions to another plan, contract or arrangement the Participant may, not later than March 15 following the close of the Participant's taxable year, notify the Committee in writing of the amount of the Excess Deferral and the Committee thereafter shall cause such Excess Deferral (and income allocable thereto) to be distributed to such Participant, notwithstanding any Plan provision to the contrary, no later than the April 15 next following the close of the Participant's taxable year in which such Excess Deferral is made.

In the event the Participant's Elective Contributions to the Plan and other plans, contracts or arrangements of an Employer or an Affiliated Company constitute Excess Deferrals, such Participant shall be deemed to have timely notified the Committee of the amount of such Excess Deferral as provided for in the preceding sentence and the appropriate Employers or Affiliated Companies shall notify the Committee on behalf of the Participant under those circumstances. The amount of Excess Deferrals which may be distributed to the Participant shall not exceed the Participant's Elective Contributions under the Plan during the Participant's taxable year.

In determining the amount of income allocable to Excess Deferrals, the following rules shall apply:

(a) The income allocable to Excess Deferrals for the taxable year in which the deferrals are made is the income for the Plan Year ending with or within said taxable year allocable to Elective Contributions for the Participant multiplied by a fraction, the numerator of which is the amount of Excess Deferrals made on behalf of the Participant for the Plan Year ending with or within said taxable year and the denominator of which is the balance of the Participant's Elective Contribution Account as of the end of the Plan Year ending with or within said taxable year before adjustment of such Account as provided for in Subsection 6.04(3).

(b) For purposes of this Subsection, the income of the Plan shall mean all earnings, gains and losses computed in accordance with the provisions of Article VI.

(c) Effective for Plan Years beginning on or after January 1, 2006, Excess Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Deferrals is the sum of: (i) the income or loss allocable to the Participant's Elective Contributions Account for the taxable year, multiplied by a fraction, the numerator of which is such Participant's Excess Deferrals for such year and the denominator of which is the Participant's Elective Contribution Account balance attributable to the Elective Deferrals without regarding to any income or loss occurring during such taxable year; and (ii) 10 percent of the amount determined under (i) multiplied by the number of

whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of distribution as a whole month if the distribution occurs after the 15th day of such month.

The amount of Excess Deferrals that may be distributed under this Subsection with respect to a Highly Compensated Employee for any taxable year of said Employee shall be reduced by any Excess Contributions previously distributed to the Employee attributable to such taxable year. In the event a distribution of Elective Contributions constitutes a distribution of Excess Contributions pursuant to Subsection 4.03(3) and a distribution of Excess Deferrals pursuant to this Subsection, the amounts distributed shall be treated as a simultaneous distribution of both Excess Contributions and Excess Deferrals.

(7) For purposes of this Section 4.03, the following terms shall have the following meanings:

(a) "Actual Deferral Percentage" (or "ADP") shall mean for the Highly Compensated Employees, as a group, and for the Non-Highly Compensated Employees, as a group, the average of the ratios (calculated separately for each such Employee Participant in such group) of the Elective Contributions, if any, made on behalf of each such Employee Participant for each Plan Year, to the Employee Participant's Total Compensation (as defined in Subsection 4.03(7)(e)) for such Plan Year. For purposes of computing ADP under the Prior Year Testing Method, changes between the prior Plan Year and the Current Plan Year in the group of Non-Highly Compensated Employees who are Employee Participants are disregarded. For purposes of computing ADP, an Employee Participant who makes no Elective Contributions for a Plan Year shall be treated as making a zero percent (0%) contribution for the Plan Year.

In calculating ADP, an Elective Contribution shall be taken into account for a Plan Year only if such Elective Contribution: (i) relates to Total Compensation that would have been received by the Employee Participant during such Plan Year (but for the salary reduction election) or is attributable to services performed by the Employee Participant during such Plan Year and would have been received by the Employee Participant within two and one-half (2-1/2) months after the close of such Plan Year (but for the Salary Reduction Agreement); and (ii) is allocated to the Employee Participant during such Plan Year. An Elective Contribution is treated as allocated as of a particular date during a Plan Year if allocation of such contribution is not contingent on participation in the Plan or the performance of services after such date and such contribution is paid to the Trust not later than twelve (12) months after the close of such Plan Year.

In calculating the ADP of a Highly Compensated Employee who participates in more than one plan maintained by an Employer or an Affiliated Company, all elective deferrals (as defined in Code Section 401(m)(4)) of such Highly Compensated Employee shall be aggregated for purposes of determining such percentage.

In calculating the ADP of a Highly Compensated Employee who has Excess Deferrals, such Excess Deferrals shall be treated as Elective Contributions for purposes of determining such percentage.

In calculating ADP, all elective deferrals (as defined in Code Section 401(m)(4)) to any plan required to be aggregated with the Plan for purposes of Code Section 401(a)(4) or 410(b) shall be treated as if made under the Plan. If the Plan is permissively aggregated with another plan in order to comply with the limitations of Subsection 4.03(1), such aggregated plans must also meet the requirements of Code Sections 401(a)(4) and 410(b) as a single plan. If the ADP under Subsection 4.03(1) is determined under the Current Year Testing Method, the Plan may not be permissively aggregated with another plan in order to comply with the limitations of Subsection 4.03(1) if such other plan determines ADP under the Prior Year Testing Method.

(b) "Highly Compensated Employee" shall mean any employee of an Employer or Affiliated Company who:

(i) was at any time during the Current Plan Year or the prior Plan Year, a "five percent owner", as defined in Code Section 416(i)(1), with respect to an Employer; or

(ii) received Limitation Year Compensation from the Employer in excess of Eighty Thousand Dollars ($80,000) during the prior Plan Year.

For purposes of this Section 4.03(7)(b), the Eighty Thousand Dollars ($80,000) amount shall be adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

For this purpose the applicable Plan Year for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

For purposes of this Section 4.03, "Limitation Year Compensation" shall have the same meaning as set forth in Subsection 5.05(7) hereof, subject to the following: Limitation Year Compensation shall include compensation paid by any employer required to be aggregated with an Employer under Code Section 414(b), (c), (m) or (o).

A Former Employee who is an Employee Participant shall be treated as a Highly Compensated Employee if such Former Employee was a Highly Compensated Employee when he separated from service with the Employer or was a Highly Compensated Employee at any time after attaining age fifty-five (55). "Former Employee" shall mean a person who has been an employee, but who ceased to be an employee for any reason and later returned to employment with an Employer.

(c) "Non-Highly Compensated Employee" shall mean each Employee Participant who is not a Highly Compensated Employee.

(d) "Employee Participant" shall mean each Eligible Employee who is a Participant, including any Eligible Employee who is ineligible to have Elective Contributions made on the Participant's behalf pursuant to Subsection 4.02(2) or 11.07(1).

(e) "Total Compensation" shall mean wages as defined in Code Section 3401(a) for purposes of income tax withholding at the source, that were paid to an Employee Participant who is not a Self Employed Individual during a Plan Year, but determined without regard to any rules that limit the amount taken into account based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). In the case of a Self Employed Individual, Total Compensation shall mean the Participant's Earned Income for a Plan Year.

In the event an Employee begins, resumes or ceases to be an Employee Participant during a Plan Year, such Employee Participant's Total Compensation for the entire Plan Year shall be taken into account for purposes of Section 4.03.

Notwithstanding the foregoing, Total Compensation shall be modified as follows:

Total Compensation shall include the amount of elective contributions that are made by the Employer on behalf of an Employee Participant that are not includable in gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), and 132(f)(4). Total Compensation shall also include amounts deferred under an eligible deferred compensation plan within the meaning of Code Section 457(b) and Employee Participant contributions described in Code Section 414(h)(2).

Payments made after a "severance from employment" (within the meaning of Code Section 401(k)(2)(B)(i)(I)) shall be included in Compensation, if such amounts are paid by the later of (i) 2 ½ months after, or (ii) the end of the Limitation Year that includes, the date of the Employee's severance from employment with the Employer, and the payment constitutes: regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and absent a severance from employment, the payments would have been paid to the Eligible Employee while the Eligible Employee continued in employment with the Employer; payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued; or payment of nonqualified unfunded deferred compensation if such amount would have been paid at the same time if the Employee had not experienced a severance from employment, but only to the extent includible in gross income. Compensation shall include amounts paid to an individual who does not currently perform services for the Employer because of qualified military service (as used in Code Section 414(u)(1)) to the extent those amounts 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.

Total Compensation shall not include reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits, even if includable in gross income; provided, however, that if the Committee elects to exclude such amounts, a Self-Employed Individual's total Earned Income for the Plan Year shall be multiplied by a fraction, the numerator of which is the Total Compensation of all Non-Highly Compensated Employees (who are not Self-Employed Individuals) excluding the foregoing exclusions, and the denominator of which is the Total Compensation of all Non-Highly Compensated Employees (who are not Self-Employed Individuals) including the foregoing exclusions.

Total Compensation shall be limited to Two Hundred Sixty Five Thousand Dollars ($265,000) in 2016 in the same manner provided in Section 2.09 hereof or such higher amount to which such amount shall be adjusted by the Secretary of the Treasury or his delegate pursuant to Code Section 401(a)(17)(B). The adjustments under Code Section 401(a)(17)(B) in effect for a calendar year shall apply to Compensation for the Plan Year beginning with or within such calendar year.

4.04 Date of Payment and Allocation of Contributions.

(1) Company Contributions. An Employer shall make any Company Contributions to the Trust Fund on or before the last date, including any extensions thereof, for filing its federal income tax return for its Fiscal Year ending with or after the last day of the Plan Year. Company Contributions shall be deemed to have been made and shall be allocated to the Company Contribution Accounts of Eligible Participants in accordance with Section 5.01 as of the earlier of (a) the Valuation Date on or next following the date on which they are made to the Trust Fund, or (b) the last day of the Plan Year for which they are made.

(2) Elective Contributions. An Employer shall make all Elective Contributions as provided for in Section 4.02 hereof to the Trust Fund as soon as such amounts reasonably can be segregated from the general assets of the Employer, but in no event later than the fifteenth (15th) business day of the month following the month in which such amounts would otherwise have been payable to the Participant in cash. Elective Contributions shall be deemed to have been made and shall be allocated to the Elective Contribution Accounts of the Participants for whom they are made in accordance with Section 4.02 as of the earlier of (a) the Valuation Date on or next following the date on which they are made to the Trust Fund, or (b) the last day of the Plan Year for which they are made.

(3) After-Tax Contributions. An Employer shall make all After-Tax Contributions as provided for in Section 4.05 hereof to the Trust Fund as soon as such amounts reasonably can be segregated from the general assets of the Employer, but in no event later than the fifteenth (15th) business day of the month following the month in which such amounts would otherwise have been payable to the Participant in cash. After-Tax Contributions shall be deemed to have been made and shall be allocated to the After-Tax Contribution Accounts of the Participants for whom they are made in accordance with Section 4.05 as of the earlier of (a) the Valuation Date on or next following the date on which they are made to the Trust Fund, or (b) the last day of the Plan Year for which they are made.

4.05 Employee After-Tax Contributions.

(1) Any Participant, for the Participant's own benefit, by payroll deduction, may voluntarily contribute amounts to the Trust Fund on an after-tax basis ("After-Tax Contribution"). Elections to make voluntary contributions on an after-tax basis shall be made on a written form provided by and filed with the Committee. The Committee shall establish and communicate to Employees uniform and nondiscriminatory procedures for the election of After-Tax Contributions, and may change said procedures at such times and in such manner as the Committee may determine to be necessary or desirable. A Participant's After-Tax Contributions shall be credited to a separate account which shall be named the "After-Tax Contribution Account" and such account shall be adjusted in accordance with the provisions of Article VI hereof. Any amounts credited to a Participant's After-Tax Contribution Account shall, for all purposes and in all respects, be fully vested and nonforfeitable.

A Participant's election authorizing After-Tax Contributions by payroll deduction shall specify the percentage rate of Compensation to be contributed each payroll period; provided, however, that a Participant may not elect to make After-Tax Contributions in an amount exceeding fifty percent (50%) of such Participant's Compensation for the Plan Year. An election to make After-Tax Contributions by payroll deduction shall be effective for the first payroll date which is at least thirty (30) days after the election form is received by the Committee. An authorization by any Participant to cause After-Tax Contributions by payroll deduction to be made on the Participant's behalf shall continue in effect as long as such Participant continues to be a Participant or until such Participant elects to discontinue or change the rate of such Participant's After-Tax Contributions as provided in Subsection 4.05(2), except to the extent that After-Tax Contributions are limited by the first paragraph of this Subsection.

(2) A Participant may make changes to the Participant's salary reduction election under the Plan to another rate permitted under Subsection 4.05(1) hereof and thereby change the rate of the After-Tax Contributions made to the Trust Fund on the Participant's behalf, in accordance with the following rules:

(a) A Participant may (i) change the rate of such Participant's salary reduction election, (ii) discontinue the salary reduction election under the Plan and any After-Tax Contributions made as a result thereof, or (iii) resume salary reductions after a discontinuance, effective on the first day of the first payroll period after the date notice of the change, discontinuance or resumption is received by the Committee, or as soon as administratively feasible thereafter. If a telephone voice response system or similar technological system is made available to Participants, any change of rate, discontinuance or resumption of salary reductions shall be effective on the first day of the first payroll period or as soon as administratively feasible after such change of rate, discontinuance or resumption of salary reduction has been made by a Participant through such system.

(b) A Participant who desires to change such rate of salary reduction election, discontinue such salary reduction election, or resume salary reduction must notify the Committee thereof in writing on forms specified by the Committee. If a telephone voice response system or similar technological system is made

available to Participants, a Participant may make such change, discontinuance or resumption through such system. Changes in the rate (including discontinuance and resumption) of salary reduction (and After-Tax Contributions as a result thereof) shall be made in any one Plan Year.

(c) Termination of Employment by a Participant or the cessation of participation for any reason, including death, Total and Permanent Disability or retirement, shall be deemed to revoke any election then in effect, effective immediately following the close of the pay period in which such termination or cessation occurs.

(3) Notwithstanding the foregoing provisions of this Section 4.05, the Committee may suspend or discontinue After-Tax Contributions if it determines that allowing After-Tax Contributions is likely to violate any applicable requirements of the Code.

4.06 Limitation on After-Tax Contributions. The limitations described in this Section shall be determined in accordance with the applicable Sections of the Code and regulations thereunder.

(1) Notwithstanding any other provision of the Plan, the "Actual Contribution Percentage" (or "ACP") of After-Tax Contributions made to the Plan for Highly Compensated Employees during the current Plan Year shall not exceed the greater of the limitations indicated below:

(a) One hundred twenty-five percent (125%) of the ACP for all Non-Highly Compensated Employees for the Current Plan Year; or

(b) The lesser of (i) the sum of the ACP for all Non-Highly Compensated Employees for the Current Plan Year plus two percent (2%), or (ii) two hundred percent (200%) of the ACP for all Non-Highly Compensated Employees for the Current Plan Year.

If the ACP for all Non-Highly Compensated Employees under this Subsection 4.06(1) is determined under the Current Year Testing Method, then this Subsection 4.06(1) may not be amended to provide that the ACP for all Non-Highly Compensated Employees will be determined under the Prior Year Testing Method except under any of the following circumstances:

(a) The Plan is not the result of the aggregation of two (2) or more plans, and the Current Year Testing Method was used under the Plan for each of the five (5) Plan Years preceding the Plan Year in which such amendment is effective (or if lesser, the number of Plan Years the Plan has been in existence).

(b) The Plan is the result of the aggregation of two (2) or more plans, and for each of the Aggregating Plans, the Current Year Testing Method was used for each of the five (5) plan years preceding the Plan Year in which such amendment is effective (or if lesser, the number of plan years the Aggregating Plans have been in existence).

(c) A transaction occurs that is described in Code Section 410(b)(6)(C)(i) and Treasury Regulation Section 1.410(b)-2(f) which results in an Employer maintaining both a plan using the Prior Year Testing Method and a plan using

the Current Year Testing Method, and the amendment changing from the Current Year Testing Method to the Prior Year Testing Method is effective within the transition period described in Code Section 410(b)(6)(C)(ii).

(2) The Committee shall, to the extent necessary to conform to the limitations of Subsection 4.06(1), reduce prospectively the amounts of After-Tax Contributions to be made on behalf of Highly Compensated Employees. Such prospective reduction shall first be applied to reduce the dollar amount elected by all those Highly Compensated Employees who have elected the highest dollar amount of After-Tax Contributions compared to the dollar amount elected by all those Highly Compensated Employees (including those Employees whose dollar amount was previously reduced) whose elected dollar amount is at the next highest dollar amount of After-Tax Contributions, and shall thereafter continue to be applied to the extent necessary in like manner in descending order on the basis of elected contribution amounts. The total amount by which the After-Tax Contributions must be reduced prospectively as provided above shall be determined under Subsection 4.06(1) above and shall be calculated by reducing contributions made on behalf of Highly Compensated Employees in the order of their actual deferral percentages beginning with the highest of such percentages, and continuing to reduce the After-Tax Contributions of the Highly Compensated Employees with the next highest contribution percentages in a like manner in descending order based on rates of contribution percentages until the amount reduced is sufficient to satisfy the limitations of Subsection 4.06(1) above.

Such prospective reductions may thereafter be adjusted by the Committee, upon due notice to the affected Participants, at any time thereafter to increase the elected amounts for those Highly Compensated Employees whose amounts were previously reduced in accordance with this Subsection if the Committee shall determine that such increase will not cause the limits set forth in this Subsection to be exceeded for the Plan Year. Any such increase shall be applied to the reduced Highly Compensated Employees in ascending order, starting with those reduced Highly Compensated Employees who were last affected by the reduction sequence provided for herein. Any decrease of a Participant's After-Tax Contribution shall be in addition to and shall not otherwise affect such Participant's rights to change or suspend contributions.

(3) In the event that following the end of the Plan Year, it is determined by the Committee that the After-Tax Contributions for Highly Compensated Employees exceed the limitations of Subsection 4.06(1), then the amount in excess of such limitation ("Excess Aggregate Contributions") (with the amount of such Excess Aggregate Contributions calculated by reducing the contributions made on behalf of Highly Compensated Employees in the order of the actual contribution percentages beginning with the highest such percentage and continuing to reduce the After-Tax Contributions of the Highly Compensated Employees with the next highest contribution percentages in a like manner in descending order based on rates of contribution percentages until such percentages satisfy the test in Subsection 4.06(1)) shall be distributed to the Highly Compensated Employees, notwithstanding any Plan provision to the contrary, no later than the last day of the Plan Year following the close of the Plan Year in which such Excess Aggregate Contributions occurred (provided that if such Excess Aggregate Contributions are distributed more than two and one-half (2-1/2) months after the last day of the Plan Year in which such Excess Aggregate Contributions occurred, a ten percent (10%) excise tax

will be imposed on the Employer with respect to such amounts), in accordance with the following rules:

The Excess Aggregate Contributions shall first be applied to reduce the dollar amount elected by all those Highly Compensated Employees who have elected the highest dollar amount of After-Tax Contributions compared to the dollar amount elected by all those Highly Compensated Employees (including those Employees whose dollar amount was previously reduced) whose elected dollar amount is at the next highest dollar amount of After-Tax Contributions, and shall thereafter continue to be applied to the extent necessary in like manner in descending order on the basis of elected contribution amounts until the reductions equal the Excess Aggregate Contributions and enable the After-Tax Contributions to conform to the limitations of Subsection 4.06(1).

(4) In determining the amount of income allocable to Excess Aggregate Contributions which are being distributed, the following rules shall apply:

(a) The income allocable to Excess Aggregate Contributions for the Plan Year in which the contributions are made is the income for the Plan Year allocable to After-Tax Contributions with respect to the Highly Compensated Employee multiplied by a fraction, the numerator of which is the amount of Excess Aggregate Contributions made on behalf of the Highly Compensated Employee for the Plan Year and the denominator of which is the combined balance of the Participant's After-Tax Contribution Account as of the end of the Plan Year before adjustment of such Account as provided for in Subsection 6.04(3) hereof.

(b) For purposes of this Subsection, the income of the Plan shall mean all earnings, gains and losses computed in accordance with the provisions of Article VI.

(c) Effective for Plan Years beginning on or after January 1, 2008, distributions of Excess Aggregate Contributions must be adjusted for income (gain or loss) through the end of the Plan Year to which the Excess Aggregate Contribution relates. For the purpose of this Section, "income" shall be determined and allocated in accordance with the provisions of Section 4.03(4)(d), except that such Section shall be applied by substituting "Excess Aggregate Contributions" in place of "Excess Contributions" and by substituting amounts taken into account under the ACP test for amounts taken into account under the ADP test.

(5) For any Plan Year in which ACP is computed under the Prior Year Testing Method, this Subsection 4.06(5) shall not apply.

(a) In addition to or in lieu of the above procedures to conform After-Tax Contributions to the limitations of Subsection 4.06(1), the Employer may, in its sole discretion, contribute on behalf of any Participant who is a Non-Highly Compensated Employee additional contributions as QNCs to the extent necessary to insure that the limitations of Subsection 4.06(1) are met. Any such additional contributions shall meet the requirements of Treasury Regulation Section 1.401(m)-2(a)(6) (or any successor thereto), shall be treated as Elective Contributions and shall be allocated to such Participant's Elective Contribution Account in a manner proportionate to the Total Compensation of the affected Participants. Such additional contributions shall be immediately fully vested and

subject to the distribution restrictions of Sections 11.04 and 11.07 hereof, applicable to Elective Contributions.

In addition, the Committee may designate all or part of the Elective Contributions or Company Contributions, or both, that have not yet been contributed to the Trust and allocated to a Participant's Account as elective contributions or QNCs, respectively, which shall be so designated at the time of contribution to the Trust, and which shall be included in the calculations under Subsection 4.06(1) to the extent necessary to insure that the limitations of Subsection 4.06(1) are met, provided such use complies with the requirements of Treasury Regulation Section 1.401(m)-2(a)(6) (or any successor thereto). Any Elective Contributions or Company Contributions so designated shall not be included in the calculations under Subsection 4.03(1), shall be treated as Elective Contributions, shall be allocated to such Participant's Elective Contribution Account, shall be immediately fully vested and shall be subject to the distribution restrictions of Sections 11.04 and 11.07 hereof applicable to Elective Contributions.

(b) In order for contributions referred to in this Subsection 4.06(5) contributed on behalf of any Participant who is either a Highly Compensated Employee or a Non-Highly Compensated Employee to qualify as QNCs, said contributions must be made to the Plan by the end of the Plan Year following the Current Plan Year.

(c) Notwithstanding anything in this Subsection 4.06(5) to the contrary, if Subsection 4.06(1) is amended to change from the Current Year Testing Method to the Prior Year Testing Method, then for purposes of the first Plan Year for which such amendment is effective, the ACP for Non-Highly Compensated Employees for the prior Plan Year shall be determined taking into account (i) only those QNCs allocated to the accounts of Non-Highly Compensated Employees for the prior Plan Year that were not used to meet the limitations under either Subsection 4.03(1) or Subsection 4.06(1) under the Current Year Testing Method for the prior Plan Year and (ii) After-Tax Contributions of Non-Highly Compensated Employees for the prior Plan Year.

(6) For purposes of this Section 4.06, the following terms shall have the following meanings:

(a) "Actual Contribution Percentage" (or "ACP") shall mean for the Highly Compensated Employees, as a group, and for the Non-Highly Compensated Employees, as a group, the average of the ratios (calculated separately for each Employee Participant in such group) of the amount of After-Tax Contributions the "Contribution Percentage Amounts") paid to the Trust on behalf of each such Employee Participant for each Plan Year to the Employee Participant's Total Compensation for such Plan Year. For purposes of computing ACP under the Prior Year Testing Method, changes between the prior Plan Year and the Current Plan Year in the group of Non-Highly Compensated Employees who are Employee Participants is disregarded. For purposes of computing ACP, an Employee Participant who makes no After-Tax Contributions for the Plan Year shall be treated as having an ACP of zero (0) for the Plan Year.

In calculating ACP, an After-Tax Contribution shall be taken into account for a Plan Year only if such After-Tax Contribution: (i) is paid to the Trust during such Plan Year, or (ii) is paid to an agent of the Plan and transmitted to the Trust within a reasonable period after the end of the Plan Year.

In calculating ACP, all Employee contributions and Employer matching contributions (as defined in Code Section 401(m)(4)) of any Highly Compensated Employee who participates in more than one plan maintained by an Employer or an Affiliated Company shall be aggregated for purposes of determining such percentage.

In calculating ACP, all Employee contributions and Employer matching contributions (as defined in Code Section 401(m)(4)) to any plan required to be aggregated with the Plan for purposes of Code Section 401(a)(4) or 410(b) shall be treated as if made under the Plan. If the Plan is permissively aggregated with another plan in order to comply with the limitations of Subsection 4.06(1), such aggregated plans must also meet the requirements of Code Sections 401(a)(4) and 410(b) as a single plan. If the ACP under Subsection 4.06(1) is determined under the Current Year Testing Method, the Plan may not be permissively aggregated with another plan in order to comply with the limitations of Subsection 4.06(1) if such other plan determines ACP under the Prior Year Testing Method.

(b) "Highly Compensated Employee," "Employee Participant," "Non-Highly Compensated Employee" and "Total Compensation" shall all have the meanings set forth in Subsection 4.03(7).

4.07 Special Provisions for Participants Who Enter the Armed Forces. In accordance with Code Section 414(u) (the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA")):

(1) If a Participant is absent from employment for voluntary or involuntary military service with the armed forces of the United States and returns to employment within the period required under the law pertaining to veterans' reemployment rights, the Participant shall not be treated as having incurred any One-Year Breaks in Service for the period of the Participant's absence from employment.

(2) A Participant who returns from a military leave under USERRA shall be permitted to make additional Elective Contributions up to the maximum amount of Elective Contributions he would have been permitted to make under the Plan during the period of "qualified military service" (as defined in Code Section 414(u)(5)) if the individual had continued in the employment of the Employer during such period and had received Compensation during such period. Any such additional Elective Contributions attributable to a period of qualified military service shall not be subject to the Code Sections 402(g) or 415 limit in the Plan Year in which the Elective Contributions are made, but shall be subject to such limits in the Plan Year to which they relate.

(3) Such Participant shall be permitted to contribute Elective Contributions as provided in Subsection 4.07(2) during the period which begins on the date of the Participant's return to employment and ends on the earlier of: (a) the product of three (3) and the period of

qualified military service which resulted in such make-up contribution rights, or (b) five (5) years.

(4) The Employer shall contribute all Company Contributions described in Section 4.01 for a Participant returning from a qualified military leave in the amount, if any, that would have been contributed for such individual during such qualified military leave.

(5) "Compensation" for purposes of this Section 4.07 shall mean:

(a) the Compensation the Participant would have received during the period of qualified military service determined based on the rate of pay the Participant would have received but for the military service absence; or

(b) if the Compensation of the Participant during the qualified military service is not determinable under Section 4.07(5)(a), then the Participant's average Compensation from the Employer during the twelve (12) month period immediately before the qualified military service (or, if shorter, the period of employment with the Employer immediately before the qualified military service).

(6) Company Contributions made under Subsection 4.07(4) shall be attributed to the Plan Year and Limitation Year to which they relate.

(7) Elective Contributions and Company Contributions made pursuant to this Section 4.07 shall not cause the Plan to fail to satisfy the requirements of Code Sections 401(a)(4), 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416 by reason of the fact these contributions were made or a Participant had the right to make such Elective Contributions and to receive Company Contributions.

(8) Effective for Plan Years beginning on or after January 1, 2005, Elective Contributions made pursuant to this Section 4.07 are not taken into account when calculating an Employee's actual deferral percentage and actual contribution percentage.

(9) Effective for Plan Years beginning on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(a) of the Code), the Participant's Beneficiary shall be entitled to receive any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death. This Section 4.07(9) shall be interpreted and applied in accordance with Code Section 401(a)(37) and any authoritative guidance issued thereunder.

4.08 Rollovers.

(1) With the consent of the Committee, "Rollover Contributions" in cash or such other form as may be permitted by the Committee may be received by the Trustee on behalf of any Eligible Employee. Such amounts shall be allocated and credited to a separate Account herein referred to as a "Rollover Account" or if such amounts constitute Roth contributions under Code section 402A such amounts shall be credited to the "Roth Rollover Account" as of the Valuation Date on or next following the date on which such amounts are received by the Trustee. Amounts allocated to a Participant's Plan Merger

Account shall be treated as amounts held in a Rollover Account. However, the transfer of such an amount to the Trustee will not cause such Eligible Employee to be eligible to participate in the Plan prior to the time specified in Section 3.01. Prior to the time such Eligible Employee becomes eligible to participate in the Plan, the Eligible Employee shall be treated as a Participant solely with respect to the amount in the Participant's Rollover Account, Plan Merger Account or in the Participant's Roth Rollover Account.

(2) An amount credited to a Rollover Account, Plan Merger Account or to a Roth Rollover Account (a) shall be held by the Trustee pursuant to the provisions of the Plan, (b) shall be fully vested at all times and shall not be subject to forfeiture for any reason, and (c) shall be distributed to the Eligible Employee, Participant or Beneficiary at such time and in the same manner as provided in Article XI hereof for the distribution of a Participant's Accounts under the Plan.

(3) Rollover Contributions, Plan Merger Account or a Roth Rollover Account funds shall be invested in the same manner as the Eligible Employee's then-current investment direction election, or, in the case of an Eligible Employee with no then-current investment direction election, pursuant to the Eligible Employee's investment election, or, if no such election has been made, the Plan's qualified default investment alternative.

(4) For purposes of this Section, the term "Rollover Contributions" shall include:

(a) Amounts which are properly characterized as a qualifying rollover distribution (including a lump sum distribution), received by a person who is now an Eligible Employee, from another qualified plan, which amounts are eligible for tax free rollover treatment and which are transferred by the Eligible Employee to the Trustee of the Plan within sixty (60) days following receipt thereof; provided the prior plan administrator in writing states that the plan satisfies the requirements of Section 401(a) of the Code and that the Plan Administrator is not aware of any plan provision or operation that would result in disqualification of the prior plan.

(b) Amounts transferred to the Plan from an individual retirement account as defined in Code Section 7701(a)(37), provided that the individual retirement account contains no assets other than (i) assets which were previously distributed to the person who is now an Eligible Employee by another qualified corporate (and, after December 31, 1983, qualified non-corporate) employer's plan as a qualifying rollover distribution (including a lump sum distribution) with respect to such person's service for such employer, which amounts were eligible for tax-free rollover treatment, and which amounts were deposited in such individual retirement account within sixty (60) days of receipt thereof, and (ii) earnings on said assets.

(c) Amounts distributed to a person who is now an Eligible Employee from an individual retirement account meeting the requirements of Subsection 4.08(4)(b) above, and transferred by the Eligible Employee to the Plan within sixty (60) days of receipt thereof from such individual retirement account.

(d) Amounts transferred directly from another qualified plan as a qualifying rollover distribution; provided the prior plan administrator states in writing that the plan satisfies the requirements of Section 401(a) of the Code and that the plan

administrator is not aware of any plan provision or operation that would result in disqualification of the prior plan.

(e) Amounts transferred directly from another qualified plan as a qualifying rollover distribution, provided the prior plan's last filed Form 5500 on EFAST2 does not contain a Code 3C in line 8a indicating the prior plan was not intended to be a qualified plan under Sections 401(a), 403(a) or 403(b) of the Code.

(f) Amounts the Committee reasonably concludes constitute a valid rollover contribution in compliance with Treasury Regulation Section 1.401(a)(31)-1 or in accordance with the procedures under Revenue Ruling 2014-9, 2014-7 I.R.B. 975, provided if the Committee later determines that a contribution was an invalid rollover contribution, the invalid rollover and all earnings thereon shall be distributed to the Employee within a reasonable time following such determination.

The qualified plans from which qualifying rollover distributions may be received pursuant to paragraphs (a) and (d) above are qualified plans described in Code Sections 401(a) or 403(a), annuity contracts described in Code Section 403(b) and eligible plans under Code Section 457(b) which are maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan, an individual retirement account described in Code Section 408(a), and an individual retirement account described in Code Section 408(b). The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse who is the alternative payee under a qualified domestic relations order, as defined in Code Section 414(p).

Rollover Contributions pursuant to paragraph (d) hereof attributable to qualified plans described in Code Section 401(a) or 403(a) may include After-Tax Employee Contributions, and Rollover Contributions described in paragraph (d) attributable to annuity contracts described in Code Section 403(b) shall exclude After-Tax Employee Contributions.

Notwithstanding the foregoing, in the event an Eligible Employee receives a distribution from an "eligible retirement plan" (as defined by Code Section 402(c)(8)(B)) of the Participant or the Participant's spouse after such Participant's death, this Section 4.08 shall apply to such distribution in the same manner as if the spouse were the Eligible Employee.

Prior to accepting any transfers to which this Section 4.08 applies, the Committee may require the Eligible Employee to provide a statement satisfactory to the Committee from the plan making the distribution that such plan has a favorable determination letter issued by the Internal Revenue Service, or that an application for a favorable determination letter is pending with the Internal Revenue Service, if available, or such other assurance the plan is qualified for federal tax purposes as shall be determined to be acceptable by the Committee or as provided in guidance issued by the Internal Revenue Service for periods after determination letters are in limited availability under the Internal Revenue Service's procedures after July 31, 2017. Such assurance shall include verification on the EFAST2 database maintained by the U.S. Department of Labor at www.efast.dol.gov

that the transferring plan's most recently filed Form 5500 did not use the Code 3C or a similar successor code indicating the plan was not intended to be qualified under Code Sections 401, 403 or 408. The Committee may rely upon the statement the transferring plan made in its Form 5500. The Committee will not be required to verify any statement received from a "distributing plan" but will be entitled to rely on such statement regardless of any subsequent disqualification of such plan.

(5) For purposes of this Section, the term "Roth Rollover Account" shall include:

(a) Amounts which are properly characterized as a qualifying rollover distribution (including a lump sum distribution), received by a person who is now an Eligible Employee, from another qualified plan, which amounts are eligible for tax free rollover treatment and which were designated as Roth Contributions in such other qualified plan and which are transferred by the Eligible Employee to the Trustee of the Plan within sixty (60) days following receipt thereof; provided the prior plan administrator in writing states that the plan satisfies the requirements of Section 401(a) of the Code and that the Plan Administrator is not aware of any plan provision or operation that would result in disqualification of the prior plan.

(b) Amounts transferred directly from another qualified plan as a qualifying rollover distribution or as part of a plan merger with the Plan; provided the prior plan administrator states in writing that the plan satisfies the requirements of Section 401(a) of the Code, designates the amounts transferred which were in the Roth contribution account in such plan under Code section 402A and that the plan administrator is not aware of any plan provision or operation that would result in disqualification of the prior plan.

(c) Amounts the Committee reasonably concludes constitute a valid rollover contribution in compliance with Treasury Regulation Section 1.401(a)(31)-1 and which constitute Roth contribution account amounts in such prior plan, provided if the Committee later determines that a contribution was an invalid rollover contribution, the invalid rollover and all earnings thereon shall be distributed to the Employee within a reasonable time following such determination.

The qualified plans from which qualifying rollover distributions may be received pursuant to paragraphs (a) through (c) above are qualified plans described in Code Sections 401(a) or 403(a), annuity contracts described in Code Section 403(b) and eligible plans under Code Section 457(b) which are maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse who is the alternative payee under a qualified domestic relations order, as defined in Code Section 414(p).

Roth Rollover Contributions pursuant to paragraph (c) hereof attributable to qualified plans described in Code Section 401(a) or 403(a) may include After-Tax Employee Contributions, Roth contributions and Rollover Contributions described in paragraph (c) attributable to annuity contracts described in Code Section 403(b) shall exclude After-Tax Employee Contributions.

Notwithstanding the foregoing, in the event an Eligible Employee receives a distribution from an "eligible retirement plan" (as defined by Code Section 402(c)(8)(B)) of the Participant or the Participant's spouse after such Participant's death, this Section 4.08 shall apply to such distribution in the same manner as if the spouse were the Eligible Employee.

Prior to accepting any transfers to which this Section 4.08 applies, the Committee may require the Eligible Employee to provide a statement satisfactory to the Committee from the plan making the distribution that such plan has a favorable determination letter issued by the Internal Revenue Service, or that an application for a favorable determination letter is pending with the Internal Revenue Service, if available, or such other assurance that such plan is qualified for federal tax purposes as shall be determined to be acceptable by the Committee, or as provided in guidance issued by the Internal Revenue Service for periods after determination letters are only available in limited circumstances under the Internal Revenue Service's procedures after January 31, 2017, and designate the amounts which are treated as a Roth account under such plan. If no favorable determination letter is available for the plan making the distribution, the Committee may access the EFAST2 database at www.efast.dol.gov and search for the distributing plan's most recently filed Form 5500, and if such Form 5500 on line 8a does not show Code 3C or a similar successor code, which code indicates the distributing plan is not intended to be a qualified plan, the Committee may rely on the distributing plan's representation on Form 5500 that it is intended to be qualified under Code Section 401, 403 or 408 as evidence of the qualification of the distribution to be a Rollover Contribution, provided there is no evidence to the contrary. The Committee will not be required to verify any statement received from a "distributing plan" but will be entitled to rely on such statement regardless of any subsequent disqualification of such plan, to the extent such reliance is permitted under applicable guidance issued by the Internal Revenue Service.

ARTICLE V

ALLOCATION TO PARTICIPANTS' ACCOUNTS

5.01 Method of Allocating Company Contributions. Subject to Sections 5.03 and 5.04 and Subsection 19.03(2) hereof, the total Company Contribution made in accordance with Section 4.01 shall be allocated in accordance with Subsection 4.04(1) among the Company Contribution Accounts of all Participants (the "Eligible Participants") who have completed one thousand (1,000) or more Hours of Service with one or more Employers during the Plan Year and are employed by an Employer on the last day of the Plan Year. Each Eligible Participant's allocable share of Company Contributions shall be in the proportion that the Participant's Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for such Plan Year.

5.02 Allocation to a Participant Who Ceases to be an Eligible Employee or Who is Transferred to a Non-Participating Affiliated Company. If a Participant who is an Eligible Employee ceases to be an Eligible Employee or is transferred from an Employer to a Non-Participating Affiliated Company, he shall participate in the allocation of Company Contributions for the Plan Year in which the cessation or transfer took place, provided the Employee completes one thousand (1,000) Hours of Service with an Employer or a Non-Participating Affiliated Company in such Plan Year and is employed by an Employer or a Non-Participating Affiliated Company on the last day of the Plan Year. Such allocation shall be made upon the basis of such Participant's

Compensation from the Employer up to the date of the cessation of Eligible Employee status or transfer. In any subsequent Plan Year, such Participant shall receive no further allocations of any Company Contributions under the Plan unless and until he subsequently becomes an Eligible Employee.

5.03 Limitation on Annual Additions.

(1) The provisions of this Section 5.03 shall be effective beginning January 1, 2008, except as otherwise provided herein. Notwithstanding any other provision of the Plan, the sum of the Annual Additions to a Participant's Account for any Limitation Year shall not exceed the lesser of: (i) Forty Six Thousand Dollars ($46,000) (or such higher amount to which such amount shall be adjusted by the Secretary of the Treasury or his delegate pursuant to Code Section 415(d)), or (ii) one hundred percent (100%) of such Participant's Limitation Year Compensation for the entire Limitation Year (even though such Participant may not have been a Participant for the entire Limitation Year). The compensation limit referred to in clause (ii) of the preceding sentence shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. If a Limitation Year is less than a twelve (12) consecutive month period, the above dollar limitations for the short Limitation Year shall not exceed the amount determined in the preceding sentence multiplied by a fraction, the numerator of which is the number of months (including fractional months) in the short Limitation Year and the denominator of which is twelve (12).

(a) The term "Annual Additions" to a Participant's Account for any Limitation Year shall mean the sum of the following amounts credited to the Participant's Accounts for the Limitation Year:

(i) Employer contributions;

(ii) Employee contributions;

(iii) Forfeitures;

(iv) Any amount allocated to an "individual medical account," as defined in Code Section 415(l)(2), which is part of a Defined Benefit Plan maintained by an Employer; and

(v) Any 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 an Employer.

(b) The term "Annual Additions" does not include the following: (i) rollover contributions (as defined in Code Sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16)); (ii) repayments of loans made to a Participant from the Plan; (iii) repayments of a previously distributed amount as described in Code Section 411(a)(7)(B) (in accordance with Code

Section 411(a)(7)(C)); (iv) repayments of a withdrawal of employee contributions as provided in Code Section 411(a)(3)(D); and (v) the direct transfer of employee contributions from one qualified plan to another.

If, in a particular Limitation Year, an Employer contributes an amount to a Participant's Account because of an erroneous Forfeiture in a prior Limitation Year, or because of an erroneous failure to allocate amounts in a prior Limitation Year, the contribution will not be considered an Annual Addition with respect to the Participant for that particular Limitation Year, but will be considered an Annual Addition for the Limitation Year to which it relates. For purposes of this subdivision, if the amount so contributed in the particular Limitation Year takes into account actual investment gains attributable to the period subsequent to the Limitation Year to which the contribution relates, the portion of the total contribution which consists of such gains is not considered as an Annual Addition for any Limitation Year. The rule described in this subdivision is only applicable for purposes of applying the limitations of Code Section 415.

The restoration of an Employee's accrued benefits by the Employer in accordance with Code Section 411(a)(3)(D) or Code Section 411(a)(7)(C) will not be considered an Annual Addition for the Limitation Year in which the restoration occurs. Notwithstanding anything herein to the contrary, restorative payments allocated to a Participant's Account, which include payments made to restore losses to the Plan resulting from actions (or failure to act) by a fiduciary for which there is a reasonable risk of liability under Title I of ERISA, or other applicable federal or state law, where similarly situated Participants are similarly treated, do not give rise to an Annual Addition for any Limitation Year.

(2) In the event that as a result of: (i) the allocation of Forfeitures, (ii) a reasonable error in estimating a Participant's Limitation Year Compensation, or (iii) other facts and circumstances which the Internal Revenue Service finds justify the availability of the provisions of this Subsection 5.03(2) and Subsections 5.03(3) and 5.03(4), it is determined that the Annual Additions to a Participant's Account for any Limitation Year would be in excess of the limitations contained in Subsection 5.03(1) herein, such Annual Additions shall be reduced to the extent necessary to bring such Annual Additions within the limitations contained in Subsection 5.03(1) as follows:

(a) by reducing After-Tax Contributions, if any, made by the Participant during the Plan Year ending within such Limitation Year and returning such After-Tax Contributions (and income attributable to such Contributions) to the Participant, then

(b) by reducing Elective Contributions made on such Participant's behalf for the Plan Year ending within such Limitation Year and distributing such Elective Contributions (and income attributable to such Contributions) to the Participant.

Notwithstanding the foregoing, for Limitation Years beginning on or after July 1, 2007, in correcting Annual Additions in excess of the limitations contained in Subsection 5.03(1), the Employer may use any appropriate correction under the Employee Plans Compliance Resolution System, or any successor thereto.

(3) If, and to the extent that the amount of any Participant's allocable share of Forfeitures, if any, or Company Contributions is reduced in accordance with the provisions of Subsection 5.03(2) above, the amount of such reduction shall, subject to the limitations of Subsection 5.03(1), be allocated among all of the remaining Participants in the Plan.

(4) If, after the allocations in accordance with Subsection 5.03(3), any amount remains which cannot be allocated to any Participant as a result of the limitations contained herein, such amount shall be maintained in a separate suspense account under the Trust to be allocated among Participants in the next succeeding Plan Year in the same manner as provided for in Subsection 5.03(3). Any suspense account established pursuant to this Subsection 5.03(4) shall not be adjusted to reflect net income, loss, appreciation or depreciation in the value of the Trust Fund as provided for a Participant's regular Accounts pursuant to Article VI hereof.

Notwithstanding any other provision of the Plan to the contrary, in the event amounts are credited to a suspense account, no Company Contributions, After-Tax Contributions or Elective Contributions shall be made to the Plan for a Plan Year while there are any amounts in such separate suspense account attributable to prior Plan Years which cannot be allocated to Participants in accordance with the terms of this Subsection.

5.04 Limitations on Annual Additions for Employers or Affiliated Companies Maintaining Other Defined Contribution Plans. In the event that any Participant in the Plan is also a participant under any other Defined Contribution Plan maintained by an Employer or an Affiliated Company (whether or not terminated), the total amount of Annual Additions to such Participant's accounts under all such Defined Contribution Plans shall not exceed the limitations set forth in Subsection 5.03(1) hereof. If such total amount of Annual Additions to a Participant's accounts under all such Defined Contribution Plans does exceed the limitations set forth in Subsection 5.03(1) hereof, then the Annual Additions to such Participant's Accounts in the Plan shall be reduced, and such reduction shall be accomplished in accordance with the provisions of Section 5.03 hereof.

5.05 Definitions for Purposes of Determining the Annual Addition Limitations. For purposes of Sections 5.03 and 5.04 hereof and this Section 5.05, the following definitions shall apply:

(1) "Retirement Plan" shall mean (a) any profit sharing, pension or stock bonus plan described in Code Sections 401(a) and 501(a), (b) any annuity plan or annuity contract described in Code Section 403(a) or 403(b), (c) any simplified employee pension plan described in Code Section 408(k)., and (d) other plans treated as defined contribution plans for purpose of Code Section 415 pursuant to regulations and other guidance thereunder.

(2) "Defined Benefit Plan" shall mean any Retirement Plan which does not meet the definition of a Defined Contribution Plan.

(3) For Limitation Years beginning on or before December 31, 1999, "Defined Benefit Plan Fraction" shall mean a fraction calculated in accordance with Code Section 415(e)(2). Notwithstanding the preceding sentence, if the Participant was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986, in one or more Defined Benefit Plans maintained by an Employer or an Affiliated Company which were in existence on May 6, 1986, the denominator of the Defined Benefit Plan Fraction will

not be less than one hundred twenty-five percent (125%) of the sum of the projected annual benefits under such plans which the Participant had accrued as of the close of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the plan after May 5, 1986. The preceding sentence applies only if the Defined Benefit Plans individually and in the aggregate satisfied the requirements of Code Section 415 for all Limitation Years beginning before January 1, 1987.

(4) "Defined Contribution Plan" shall mean a Retirement Plan which provides for an individual account for each participant and for benefits based solely on the amount contributed to the participant's account, and any income, expenses, gains or losses, and any forfeitures of accounts of other participants which may be allocated to such participant's account. For purposes of Sections 5.03 and 5.04, a participant's voluntary nondeductible contributions to a Defined Benefit Plan shall be treated as being part of a separate Defined Contribution Plan.

(5) For Limitation Years beginning on or before December 31, 1999, "Defined Contribution Plan Fraction" shall mean a fraction calculated in accordance with Code Sections 415(e)(3), (4) and (6). If the Employee was a Participant as of the end of the first day of the first Limitation Year beginning after December 31, 1986, in one or more Defined Contribution Plans maintained by an Employer or an Affiliated Company which were in existence on May 6, 1986, the numerator of the Defined Contribution Plan Fraction will be adjusted if the sum of this fraction and the Defined Benefit Fraction would otherwise exceed one (1.0) under the terms of the Plan. Under the adjustment, an amount equal to the product of (a) the excess of the sum of the fractions over one (1.0) times (b) the denominator of the Defined Contribution Plan Fraction, will be permanently subtracted from the numerator of the Defined Contribution Plan Fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the plan made after May 5, 1986, but using the Code Section 415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.

The Annual Addition for any Limitation Year beginning before January 1, 1987, shall not be recomputed to treat all employee contributions as Annual Additions.

(6) "Limitation Year" shall mean the Plan Year.

(7) "Limitation Year Compensation" shall mean wages as defined in Code Section 3401(a) for purposes of income tax withholding at the source, that were paid to an Employee Participant who is not a Self Employed Individual during a Plan Year, but determined without regard to any rules that limit the amount taken into account based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). In the case of a Self Employed Individual, Total Compensation shall mean the Participant's Earned Income for a Plan Year.

Notwithstanding the foregoing, payments made after a "severance from employment" (within the meaning of Code Section 401(k)(2)(B)(i)(I)) shall be included in Limitation Year Compensation, if such amounts are paid by the later of (i) 2 ½ months after, or (ii) the end of the Limitation Year that includes, the date of the Employee's severance

from employment with the Employer, and the payment constitutes: regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours(such as overtime or shift differential), commissions, bonuses, or other similar compensation, and absent a severance from employment, the payments would have been paid to the Eligible Employee while the Eligible Employee continued in employment with the Employer; payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued; or payment of nonqualified unfunded deferred compensation if such amount would have been paid at the same time if the Employee had not experienced a severance from employment, but only to the extent includible in gross income. Limitation Year Compensation includes amounts earned during the Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates if: these amounts are paid during the first few weeks of the next limitation year; the amounts are included on a uniform and consistent basis with respect to all similarly situated employees; and no compensation is included in more than one Limitation Year.

Limitation Year Compensation shall include amounts paid to an individual who does not currently perform services for the Employer because of qualified military service (as used in Code Section 414(u)(1)) to the extent those amounts 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.

Limitation Year Compensation shall include for an Employee who does not currently perform services for an Employer by reason of such Employee's permanent and total disability (as defined in Code Section 22(e)(3)) the compensation such Employee would have received for the Limitation Year if the Employee had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled, if such compensation is greater than the Employee's compensation determined without regard to this paragraph.

Compensation is treated as paid on a date if it is actually paid on that date or if it would have been paid but for an election under Code Section 125, 132(f)(4), 401(k), 403(b), 408(k), 408(p)(2)(A)(i) or 457(b).

Compensation shall not include any amount in excess of $230,000 or such larger amount as results from the adjustment provided for in Code Section 401(a)(17)(B). Adjustments under Code Section 401(a)(17)(B) in effect for a calendar year shall apply to Compensation for the Plan Year beginning with or within such calendar year and shall apply to a Participant with respect to increases that become effective after the Participant's severance from employment.

5.06 Cessation of Eligible Employee Status. Subject to the exception in Section 5.02, if any Participant does not incur a Termination of Employment but ceases to be an Eligible Employee as defined in Section 2.14 hereof, then, during the period that such Participant is not an Eligible Employee: (1) such Participant shall not make any further After-Tax Contributions or Rollover Contributions or have any Elective Contributions made on the Participant's behalf and shall not receive any further allocation of any Company Contributions under the Plan pursuant to Article IV, (2) such Participant's Accounts shall continue to share in the earnings or losses of the Trust

Fund, and (3) such Participant shall receive credit for vesting purposes pursuant to Section 10.01 hereof for any Vesting Years of Service completed during such period.

ARTICLE VI

ACCOUNTS AND VALUATION OF TRUST FUND

6.01 Participant's Accounts. The assets of the Trust Fund shall constitute a single fund in which each Participant, Beneficiary or Alternate Payee shall have his proportionate interest as provided in the Plan. The Committee shall maintain, or cause to be maintained, with respect to each Employer, individual Accounts for each Participant, Beneficiary or Alternate Payee. A Participant may have a Company Contribution Account, an Elective Contribution Account, an After Tax Contribution Account, a Rollover Account, a Plan Merger Account, a Roth Rollover Account, a VESA Account, and an Employment Termination Account, and, where appropriate, an Alternate Payee shall have a QDRO Account. Each Account shall reflect the credits and charges allocable thereto in accordance with the Plan. The Committee shall maintain, or cause to be maintained, records which will adequately disclose at all times the state of the Trust Fund and of each separate interest therein. The books, forms and methods of accounting shall be entirely in the hands of and subject to the supervision of the Committee.

6.02 Accounts of Participants Transferred to a Non-Participating Affiliated Company. If a Participant is transferred to a Non-Participating Affiliated Company, the amount in the Trust which is credited to the Participant's Accounts shall continue to share in the earnings or losses of the Trust Fund, and such Participant's rights and obligations with respect to such Accounts shall be governed by the provisions of the Plan and Trust.

6.03 Valuation of the Trust Fund and Account Statements.

(1) Within a reasonable time after the Valuation Date that coincides with the last day of the Plan Year, and at such other times, if any, during the Plan Year as the Committee may require, the Committee shall have the Trustee prepare a statement of the condition of the Trust Fund as of the close of business of such Valuation Date or such other time setting forth: (a) the assets of the Trust Fund as of such Valuation Date or such other time, and the cost and current value thereof as defined in ERISA Section 3(26) (the "Current Value"), and (b) all investments, receipts, disbursements and other transactions effected by it during the Plan Year or other period. This statement shall be delivered to the Committee. The Committee shall then cause to be prepared, and shall deliver to each Participant, Beneficiary or Alternate Payee, a report disclosing the status of each such individual's Accounts in the Trust Fund.

(2) The Trustee's determination of the Current Value of the assets in the Trust Fund and the Committee's charges or credits to the individual Accounts with respect to Participants, Beneficiaries or Alternate Payees, as provided in Section 6.04, shall be final and conclusive on all persons ever interested hereunder.

6.04 Periodic Determination of Participant's Accounts.

(1) Allocations in General. For the purpose of making allocations as of any Valuation Date, the Net Earnings and Adjustments in Value of the Trust Fund shall be allocated pursuant to Subsection 6.04(3) and net earnings and losses of Investment Funds shall be allocated

pursuant to Subsection 6.04(6) below, as appropriate; and Company Contributions, After-Tax Contributions and Elective Contributions shall be allocated pursuant to Section 4.04 hereof shall be allocated pursuant to Subsection 4.10(1)(b) hereof; and Rollover Contributions shall be allocated pursuant to Section 4.08 hereof; and aggregate Forfeitures, if any, will be allocated pursuant to Subsection 6.04(4) hereof.

(2) Determination of Net Earnings and Adjustments In Value of the Trust Fund. "Net Earnings and Adjustments in Value of the Trust Fund" for a particular period means the Current Value (determined pursuant to Section 6.03 hereof) of the Trust Fund other than the Investment Funds maintained pursuant to Section 6.06 hereof (the "General Trust Fund") as of a Valuation Date, less the sum of:

(a) The total of all Account balances allocated to the General Trust Fund as of the previous Valuation Date of all Participants, Beneficiaries and Alternate Payees as of such time; and

(b) Company Contributions, After-Tax Contributions, Rollover Contributions and Elective Contributions and loan repayments pursuant to Section 11.08 for the period under consideration, to the extent that such Company Contributions, After-Tax Contributions, Rollover Contributions and Elective Contributions and loan repayments were actually paid over to the Trustee since the previous Valuation Date and allocated to the General Trust Fund.

(3) Allocation of Net Earnings and Adjustments in Value of the Trust Fund. Subject to the provisions of Subsection 6.04(2) hereof, the Net Earnings and Adjustments in Value of the Trust Fund for a particular period shall be allocated as of the Valuation Date to those Accounts allocated to the General Trust Fund, the total value of which had not been distributed prior to the Valuation Date, as follows: Each such Account shall be credited with an amount equal to such Net Earnings and Adjustments in Value of the Trust Fund multiplied by a fraction:

(a) The numerator of which is the particular Account balance allocated to the General Trust Fund as of the previous Valuation Date minus the amounts distributed or loaned, if applicable, from such Account since such previous Valuation Date plus any contributions pursuant to Article IV and payroll deduction loan repayments pursuant to Section 11.08 made since such previous Valuation Date to all such Accounts; and

(b) The denominator of which is the total of all Account balances allocated to the General Trust Fund as of the previous Valuation Date minus the total amounts distributed or loaned, if applicable, from all such Accounts since such previous Valuation Date, plus all contributions pursuant to Article IV and payroll deduction loan repayments pursuant to Section 11.08 made since such previous Valuation Date to all such Accounts.

(4) Allocation of Forfeitures. The total of all Forfeitures under the Plan shall be applied first to fund any restorations of forfeited accounts pursuant to Subsections 12.06(2) or 12.06(3) hereof, and thereafter shall be applied to reduce the amount of each Employer's Company Contributions under Section 4.01. Forfeitures shall be applied to reduce each

Employer's Company Contributions in the proportion that each such Employer's Company Contributions bears to the total of all Employers' Company Contributions.

(5) Computations. All of the computations required to be made under the provisions of this Article VI, when made, shall be conclusive with respect thereto and shall be binding upon all the Participants, Beneficiaries, Alternate Payees, and all other persons ever having an interest in the Trust Fund.

(6) Separate Allocations for Participant-Directed Accounts. To the extent that a Participant designates the Investment Fund or Funds in which the Participant's Account shall be invested pursuant to Subsection 6.06(4) hereof, the portion of such Participant's Account allocated to one or more of the Investment Funds shall not share in the Net Earnings and Adjustments in Value of the Trust Fund as determined under Subsections 6.04(2) and (3) and in lieu thereof, the portion of the Participant's Account which is invested in a particular Investment Fund shall be charged or credited as appropriate with the net earnings, gains, losses and expenses as well as appreciations or depreciations in market value attributable to such Investment Fund in accordance with the procedures established by such Investment Fund for allocating net earnings and losses.

6.05 Correction of Participants' Accounts. If an error or omission is discovered in the Accounts of a Participant, or in the amount distributed to a Participant, the Committee, as authorized by Section 13.05 hereof, shall make such equitable adjustments in the records of the Plan as may be necessary or appropriate to correct such error or omission as of the Plan Year in which such error or omission is discovered. Further, an Employer may, in its discretion, make a special contribution to the Plan which shall be allocated by the Committee only to the Accounts of a Participant as is necessary to correct such error or omission.

6.06 Investments.

(1) The Investment Funds. The Trustee shall maintain such investment funds as the Committee may direct from time to time, for the investment of the Trust Fund ("Investment Funds"). Such Investment Funds shall be communicated to Participants in writing. Except as provided hereinafter in this Section, the assets of each such Investment Fund shall be invested exclusively in shares of a registered investment company as designated by the Board, including, but not limited to mutual funds, provided that such shares constitute securities described in ERISA Section 401(b)(1). Assets in any such Investment Fund in amounts estimated by the Trustee to be needed for cash withdrawals, or in amounts too small to be reasonably invested, or in amounts which the Trustee deems to be in the best interest of the Participants, may be retained by the Trustee in cash or invested temporarily.

(2) Commingled Trust Funds. Any part or all of an Investment Fund may be invested and reinvested by the Trustee in one or more collective investment funds or commingled trust funds, as the same may have heretofore been or may hereafter be established or amended, maintained by the Trustee, so long as the Trustee is a bank or other applicable financial institution or another fiduciary with respect to the Plan. Any such fund must be invested principally in assets of the kind specified for the respective Investment Fund and must be authorized to accept investments by retirement plans qualified under the provisions of Code Section 401(a) and exempt under the provisions of Code Section 501(a). During such period of time as an investment in or through any such fund

shall exist, the declaration of trust of such collective investment fund or commingled trust fund shall be incorporated by reference in, and shall constitute a part of, the Trust instrument.

(3) Short-Term Investments. The Trustee may, in Trustee's sole discretion, invest cash balances held by the Trustee, as permitted in Subsection 6.06(1) hereof, from time to time, in short-term cash equivalents having ready marketability, including, but not limited to, U.S. Treasury bills, commercial paper (including such forms thereof, other than Trustee's own paper, as may be available through Trustee's own trust department), certificates of deposit, and similar type securities.

(4) Designation by Participant of Investment Fund. A Participant may elect to have one percent (1%), or any multiple thereof up to one hundred percent (100%), of such Participant's Company Contributions, Elective Contributions, or other contributions permitted under the Plan invested in any Investment Fund established hereunder. Such election shall apply to existing Account balances and future contributions made on behalf of or by such Participant. To the extent a Participant fails to direct the investment of all or any portion of the Participant's Account and future contributions, they shall be invested in the Investment Fund or Funds selected by the Trustee. Upon a Participant's Termination of Employment or cessation of participation for any reason, including death, Total and Permanent Disability or retirement, if payment of such Participant's Accounts is to be deferred pursuant to Section 11.01(2) hereof, such Participant or Beneficiary shall continue to have the right to direct the investment of the Participant's Accounts.

(5) Change of Investment Designation. A Participant may change such Participant's designation of the manner for investment of such Participant's existing Accounts and current contributions made on behalf of or by the Participant to any other manner permitted under Subsection 6.06(4) hereof, provided that (a) the change must be made on a form prescribed by the Committee, or, if a telephone voice response or similar technological system is available, the change may be made by using the telephone voice response or similar technological system, (b) the change shall become effective no later than the Valuation Date next following (i) the date the change is received by the Trustee, in the case of a written change, or (ii) the date the change is made using the telephone voice response or similar technological system, and (c) the change shall be applicable to contributions made after the application for change shall have become effective and to the interest of the Participant in each Investment Fund as of the date the application for change shall have become effective. In order to comply with applicable federal or state securities laws or for orderly administration of the Plan, including, without limitation, to comply with the implementation of such laws by investment funds offered under the Plan, the Committee may establish such rules with respect to the change of investment designation by Participants as it shall deem necessary or advisable to prevent possible violations of such laws.

ARTICLE VII

RETIREMENT BENEFITS

7.01 Retirement Benefits. A Participant's Company Contribution Account shall fully vest on the Participant's Retirement Date, provided such Participant is employed by an Employer or an Affiliated Company on such date. A Participant who continues in the Employer's employment

after the Participant's Retirement Date shall continue to be a Participant in the Plan until the Participant's actual retirement. Upon actual retirement on or after the Participant's Retirement Date, a Participant shall be entitled to the benefits provided for in this Article VII. Subject to the provisions of Subsections 11.01(2), 11.02(1), 12.03(2) and 12.03(3) hereof, any Participant who becomes entitled to benefits under this Article VII shall receive benefits equal to the total amounts in the Participant's Accounts plus any contributions due and owing to such Participant pursuant to Article IV for the Plan Year in which he retired but which have not been credited to the Participant's respective Accounts. Payment upon retirement shall be made by the Trustee at the direction of the Committee at the time and manner provided in Article XI hereof.

ARTICLE VIII

DISABILITY BENEFITS

8.01 Disability Retirement Benefits. If a Participant retires by reason of Total and Permanent Disability while in the employ of an Employer or an Affiliated Company or on Leave of Absence, the Participant's Company Contribution Account shall fully vest and, subject to the provisions of Subsections 11.01(2), 11.02(1), 12.03(2) and 12.03(3) hereof, he shall be entitled to receive benefits equal to the total amounts in the Participant's Accounts plus any contributions due and owing to such Participant pursuant to Article IV for the Plan Year in which he retires on account of Total and Permanent Disability but which have not been credited to the Participant's respective Accounts. Payments resulting from a Participant's retirement on account of Total and Permanent Disability shall be made by the Trustee at the direction of the Committee at the time and in the manner provided in Article XI hereof.

8.02 Determination of Disability. The Committee shall determine whether a Participant has suffered Total and Permanent Disability, and its determination in that respect is binding upon the Participant, provided that the Committee may rely upon professional medical advice in making such determination. In making its determination, the Committee may require the Participant to submit to medical examinations by doctors selected by the Committee. The provisions of this Article VIII shall be uniformly and consistently applied to all Participants.

ARTICLE IX

DEATH BENEFITS

9.01 Death Benefits. Upon the death of a Participant while in the employ of an Employer or an Affiliated Company or on Leave of Absence, subject to the provisions of Subsections 11.01(2), 11.02(1), 12.03(2) and 12.03(3) hereof, the Participant's Beneficiary, determined in accordance with Section 9.02 hereof, shall receive, provided proper proof of death has been filed with the Committee, the full amount of the Participant's Accounts plus any contributions due and owing to such Participant pursuant to Article IV for the Plan Year in which he dies but which have not been credited to the Participant's respective Accounts.

Upon the death of a Participant who is no longer employed by an Employer or an Affiliated Company, the Participant's Beneficiary, determined in accordance with Section 9.02, shall receive the vested balance of such Participant's Accounts.

Payments resulting from the death of a Participant shall be made by the Trustee at the direction of the Committee at the time and in the manner provided in Article XI hereof.

9.02 Designation of Beneficiaries.

(1) Subject to the provisions of Subsections 9.02(3), 12.03(2) and 12.03(3) hereof, each Participant may designate a Beneficiary or Beneficiaries, and contingent Beneficiary or Beneficiaries, if desired, including the executor or administrator of the Participant's estate, to receive the Participant's interest in the Trust Fund in the event of the Participant's death, but the designation of a Beneficiary shall not be effective for any purpose unless and until it has been filed with the Committee on the form provided therefor. If the Participant has a surviving spouse and the surviving spouse consented to the naming of another Beneficiary in accordance with Subsection 9.02(3) hereof, but the deceased Participant failed to name a Beneficiary in the manner herein prescribed, or the Beneficiary or Beneficiaries so named predecease the Participant, the amount, if any, which is payable hereunder in respect of such deceased Participant shall be paid to the surviving spouse. If the Participant does not have a surviving spouse and the deceased Participant failed to name a Beneficiary in the manner herein prescribed, or the Beneficiary or Beneficiaries so named predecease the Participant, the amount, if any, which is payable hereunder in respect of such deceased Participant shall be paid to the Participant's estate, by payment in a lump sum. Notwithstanding the foregoing, the Committee may elect to have a court of applicable jurisdiction determine to whom a payment or payments should be made. Any payment made to any person pursuant to the power and discretion conferred upon the Committee by the preceding sentence shall operate as a complete discharge of all obligations under the Plan in respect of such deceased Participant and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

Subject to the provisions of Subsection 9.02(3) below, a Participant may from time to time change any Beneficiary designated by him without notice to such Beneficiary, under such rules and regulations as the Committee may from time to time promulgate, but the last Beneficiary designation filed with the Committee shall control.

(2) Upon the Plan Administrator's receipt of written notice of the divorce of such Participant, including receipt of a Qualified Domestic Relations Order, such Participant's designation of Beneficiary filed with the Committee shall be automatically revoked, unless otherwise provided for in a Qualified Domestic Relations Order or a subsequent designation of Beneficiary is filed with the Committee.

(3) With respect to a Participant who has been credited with an Hour of Service on or after August 23, 1984, notwithstanding any other provision herein to the contrary, but subject to the provisions of Subsections 12.03(2) and 12.03(3) hereof, if, as of such Participant's death, such Participant is married, such Participant's Accounts shall, on the Participant's death, be paid to the surviving spouse to whom he was married at the date of the Participant's death unless the surviving spouse has made a Qualified Consent to the payment of any or all of said Accounts to a designated Beneficiary other than the surviving spouse. "Qualified Consent" means an irrevocable written consent executed by the Participant's spouse which acknowledges the effect of the consent and is witnessed by a Plan representative or a notary public. A Participant may, after obtaining a Qualified Consent, change the Participant's Beneficiary designation as permitted by Subsection 9.02(1) above, but any such change is subject to the requirements of this Subsection 9.02(3) and will require another Qualified Consent should the spouse, if surviving, not be the sole Beneficiary of all amounts in the Account, unless a Qualified

Consent previously executed by such spouse expressly authorizes changes in the Beneficiary without further consent of the spouse. A Qualified Consent is effective only with respect to the spouse who executes it. If the Plan Administrator is satisfied that there is no spouse, or that the spouse cannot reasonably be located, or in such other circumstances as permitted by governmental regulations, no Qualified Consent shall be required as a condition to payment, under Section 9.01 hereof, to a Beneficiary who is not the surviving spouse.

9.03 Death While in Military Service. Effective from and after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Participant's Beneficiary shall be entitled to receive any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

ARTICLE X

EMPLOYMENT TERMINATION BENEFITS

10.01 Vesting Upon Termination of Employment. Subject to the provisions of Subsections 11.01(2), 11.02(1), 12.03(2) and 12.03(3) hereof, in the event of the Termination of Employment of a Participant, such Participant shall be entitled to receive the entire amount in the Participant's Accounts, plus any contributions due and owing to such Participant pursuant to Article IV for the Plan Year in which he suffers a Termination of Employment but which have not been credited to the Participant's respective Accounts.

ARTICLE XI

PAYMENT OF BENEFITS

11.01 Time and Method for Distribution of Benefits.

(1) Upon a Participant's: (a) retirement on or after the Participant's Retirement Date, (b) retirement due to Total and Permanent Disability, (c) death, or (d) Termination of Employment, subject to the provisions of this Section 11.01 and Section 11.02, the Participant or the Participant's Beneficiary shall be entitled to a distribution pursuant to Article VII, VIII, IX or X, as the case may be. Such distribution will be valued as of the Valuation Date immediately preceding the actual date of distribution. Except as otherwise provided in Subsection 11.01(2) hereof, such amounts shall be distributed in a single lump sum as soon as administratively practicable after the Valuation Date coinciding with or immediately following the date of such Participant's retirement on or after the Participant's Retirement Date, retirement due to Total and Permanent Disability, death or Termination of Employment, but in no event later than the sixtieth (60th) day after the close of the Plan Year in which occurs the latest of:

(a) The date on which the Participant attains or would have attained sixty-five (65) years of age or if earlier, the Participant's Retirement Date;

(b) The tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or

(c) The date the Participant terminates the Participant's employment with the Employer for any reason.

(2) For distributions occurring prior to March 28, 2005, notwithstanding the provisions of Subsection 11.01(1), and subject to Section 11.02 below, if a Participant has a Termination of Employment or retires due to Total and Permanent Disability and the vested portion of the Participant's Accounts at such time exceeds Five Thousand Dollars ($5,000), the amounts owing to such Participant will not be distributed until such Participant delivers to the Committee the Participant's written consent to an earlier distribution.

Notwithstanding the foregoing provisions of this Subsection 11.01(2), the vested portion of the Participant's Accounts shall be determined without regard to the amounts in any Rollover Account maintained for the benefit of the Participant; provided, however, for distributions occurring on or after March 28, 2005, for purposes of determining whether the vested portion of the Participant's Accounts exceeds One Thousand Dollars ($1,000), the portion of the Participant's distribution attributable to any Rollover Account is included.

(3) For distributions occurring prior to March 28, 2005, if at the time a distribution is to be made pursuant to Subsection 11.01(1) or 11.02(1) to a Participant, or in the case of the Participant's death, to the Participant's Beneficiary or Beneficiaries, the value of the vested portion of the Participant's Accounts does not exceed Five Thousand Dollars ($5,000) at the time of the current distribution, then the Participant's total Account shall be paid to or for the benefit of the Participant, (or, in the case of the Participant's death, to or for the benefit of the Participant's Beneficiary or Beneficiaries) as provided in Subsection 11.01(1), and such Participant or Beneficiary or Beneficiaries may not defer their distribution.

For distributions occurring on or after March 28, 2005, if at the time a distribution is to be made pursuant to Subsection 11.01(1) or 11.02(1) to a Participant, or in the case of the Participant's death, to the Participant's Beneficiary or Beneficiaries, the value of the vested portion of the Participant's Accounts does not exceed Five Thousand Dollars ($5,000) at the time of the current distribution, then the Participant's total Account shall be paid to or for the benefit of the Participant, (or, in the case of the Participant's death, to or for the benefit of the Participant's Beneficiary or Beneficiaries) as provided in Subsection 11.01(1), and such Participant or Beneficiary or Beneficiaries may not defer their distribution. Notwithstanding the immediately preceding sentence, if at the time a distribution is to be made pursuant to Subsection 11.01(1) or 11.02(1) to a Participant, or in the case of the Participant's death, to the Participant's Beneficiary or Beneficiaries, the value of the vested portion of the Participant's Accounts exceeds One Thousand Dollars ($1,000) but does not exceed Five Thousand Dollars ($5,000) at the time of the current distribution and the Participant does not elect to have such amount paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the amount directly in accordance with Subsection 11.01(1), then the Committee shall pay the amount in a Direct Rollover to an individual retirement plan designated by the Committee.

Notwithstanding anything to the contrary contained herein, if a Participant would have received a distribution under this Subsection 11.01(3) but for the fact that the vested

portion of the Participant's Accounts exceeded Five Thousand Dollars ($5,000), when the Participant had a Termination of Employment or retired due to Total and Permanent Disability and, at a later time, such Accounts are reduced such that the aggregate balance of such Accounts does not exceed Five Thousand Dollars ($5,000), then the Participant shall receive a distribution at such time in accordance with the provisions of this Subsection 11.01(3).

(4) If a distribution is one to which Code Sections 401(a)(11) and 417 do not apply, such distribution may commence less than thirty (30) days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations, provided that the Committee clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution and the Participant, after receiving the notice, affirmatively elects a distribution.

(5) Notwithstanding anything to the contrary contained herein, upon termination of the Plan in accordance with Section 17.03 below, if neither the Sponsoring Company nor any other Affiliated Company maintains another defined contribution plan (other than an "employee stock ownership plan" as defined in Code Section 4975(e)(7)), the Participant's Accounts will, without the Participant's consent, be distributed to the Participant. However, if any Affiliated Company within the same controlled group of the Sponsoring Company or any Employer maintains another defined contribution plan (other than an "employee stock ownership plan" as defined in Code Section 4975(e)(7)), the Participant's Accounts will be transferred, without the Participant's consent, to such other defined contribution plan if the Participant does not consent to an immediate distribution from the Plan.

11.02 Limitations on Timing. Notwithstanding any other provision of the Plan to the contrary, distributions must occur at least as rapidly as required under this Section 11.02.

(1) Except as provided below, a Participant's entire interest in the Plan shall be distributed to him no later than the Required Beginning Date based on the balance in the Participant's Accounts as of the Valuation Date coinciding with or immediately preceding the Required Beginning Date.

A Participant whose Required Beginning Date occurs while he is still employed by the Employer shall receive minimum required distributions under Code Section 401(a)(9) commencing no later than the Participant's Required Beginning Date until such time as he terminates employment, at which time the Participant's entire interest in the Plan shall be distributed to him as provided in the preceding paragraph.

If a Participant dies prior to the payment of benefits, the Participant's benefits shall be distributed as soon as practicable following the Participant's death, and, in any event, within five (5) years of the Participant's death.

All distributions of or with respect to a Participant's benefits shall be made in accordance with Code Section 401(a)(9) (including the regulations thereunder), and the provisions of the Plan relating to the payment of such distributions shall be interpreted and applied in accordance with Code Section 401(a)(9). The provisions of Code

Section 401(a)(9) shall control over any distribution option or other provision of the Plan which is inconsistent with the provisions of Code Section 401(a)(9).

(2) In the event of the death of a Participant prior to distribution of the Participant's benefits under the Plan, distribution of such deceased Participant's entire interest under the Plan shall be made within five (5) years after the death of such Participant.

(3) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations under Code Section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any other provision of the Plan to the contrary. This Subsection 11.02(3) shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Code Section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

(4) Section 11.02 shall not apply to any minimum required distribution for any calendar year beginning on or after January 1, 2003.

11.03 Minimum Distribution Requirements.

(1) General Rules

(a) Effective Date. The provisions of this Section will apply for purposes of determining the minimum required distributions for calendar years beginning on or after January 1, 2003.

(b) Coordination with Minimum Distribution Requirements Previously in Effect. The minimum required distributions for all calendar years prior to January 1, 2003 will be determined as follows. If the total amount of 2002 minimum required distributions under the Plan made to the distributee prior to the effective date of this Section equals or exceeds the minimum required distributions determined under this Section, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 minimum required distributions under the Plan made to the distributee prior to the effective date of this Section 11.02A is less than the amount determined under this Section, then minimum required distributions for 2002 on and after such date will be determined so that the total amount of minimum required distributions for 2002 made to the distributee will be the amount determined under this Section.

(c) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(d) Requirements of Treasury Regulations Incorporated. All distributions required under this Section shall be determined and made in accordance with the Treasury Regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G). The Worker Retiree and Employee Recovery Act of 2008 provided for a suspension of required minimum distribution rules for 2009 and required beginning dates were

to be determined without regard to the 2009 suspension. Any required minimum distribution or amount distributed in 2009 as such shall not be treated as an eligible rollover distribution. Notwithstanding the previous sentence, the Plan only distributes benefits in a single lump sum distribution and thus no minimum required distributions were paid by the Plan in 2009 as all individuals employed receive a full payment of benefits upon retirement and any minimum required distributions are paid from the former Participant's individual retirement account or annuity, which receives the individual's benefit as an eligible rollover distribution. There are no 5% shareholders of the Company employed and participating in the Plan.

(2) Time and Manner of Distribution

(a) 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.

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

(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in Section 11.02A(6), 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, 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 11.02A(2)(b), other than Section 11.02A(2)(b)(i), will apply as if the surviving spouse were the Participant.

For purposes of this Section 11.02A(2)(b) and Section 11.02A(4), unless Section 11.02A(2)(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 11.02A(2)(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 11.02A(2)(b)(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 are required to begin to the surviving spouse under Section 11.02A(2)(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

(c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Subsections (3) and (4) of this Section 11.02A. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations issued thereunder.

(3) Minimum Required Distribution During Participant's Lifetime

(a) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(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 Income Tax 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 Income Tax Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Minimum required distributions will be determined under this Subsection (3) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(4) Minimum Required Distributions After Participant's Death

(a) 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:

(1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, 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.

(b) Death before date distributions begin

(i) Participant Survived by Designated Beneficiary. Except as provided in Section 11.02A(6), 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 11.02A(4)(a).

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

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 11.02A(2)(b)(i), this Subsection (4)(b) will apply as if the surviving spouse were the Participant.

(5) For purposes of this Section 11.02A, the following terms shall have the following meanings:

(a) "Designated Beneficiary" means the individual who is designated by the Participant (or the Participant's surviving Spouse) as the Beneficiary under Section 2.05 of the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Income Tax Regulations.

(b) "Distribution Calendar Year" shall mean a calendar year for which a minimum distribution is required. For distribution 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 Subsection 11.02A(2)(b) above. The minimum required distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The minimum required distribution for other distribution calendar years, including the minimum required distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(c) "Life Expectancy" shall mean the life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9, Q&A-1, of the Treasury regulations.

(d) "Participant's Account Balance" shall mean 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.

(e) "Required Beginning Date" shall mean the date specified in Section 2.29 of the Plan.

(6) Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Subsections (2)(b) and (4)(b) of Section 11.02A of the Plan 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 Subsection (2)(b) of Section 11.02A of the Plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Subsections (2)(b) and (4)(b) of Section 11.02A of the Plan.

(7) Notwithstanding any contrary provision of this Section 11.03, a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution for 2009 but for enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs, or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least ten years ("Extended 2009 RMDs") will receive those distributions for 2009 unless the Participant or Designated Beneficiary elects to not receive such distributions. No Participant or Beneficiary in 2009 was receiving Required Minimum Distributions; thus, there were no 2009 RMDs under the Plan. Participants and Designated Beneficiaries described in the preceding sentence regarding 2009 RMDs will be given the opportunity to elect to stop receiving the distributions described as 2009 RMDs, if such 2009 RMDs ever exist under the Plan.

11.04 Payments on Personal Receipt Except in Case of Legal Disability. All payments to any Participant, Beneficiary or Alternate Payee from the Trust Fund shall be made to the recipient entitled thereto in person or upon his personal receipt, in a form satisfactory to the Committee, except when the recipient entitled thereto shall be under a legal disability, or, in the sole judgment of the Committee, shall otherwise be unable to apply such payments in furtherance of his own interests and advantage. The Committee may, in such event, direct all or any portion of such payments to be made in any one or more of the following ways: (1) directly to such person, (2) to the guardian of his person or of his estate, even if appointed by a court other than a Texas state court, (3) to a custodian under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, or (4) to a person appointed as his personal representative through a Power of Attorney. Notwithstanding the foregoing, the Committee may elect to have a court of applicable jurisdiction determine to whom a payment or payments should be made. The decision of the Committee, in each case, will be final, binding and conclusive upon all persons ever interested hereunder, and the Committee shall not be obliged to see to the proper application or expenditure of any payments so made. Any payment made pursuant to the power herein conferred upon the Committee shall operate as a complete discharge of all obligations of the Trustee and the Committee, to the extent of the amounts so paid.

11.05 Distribution Limitations Applicable to Elective Contributions. Notwithstanding any provisions to the contrary herein, no distribution shall be made of any Elective Contributions or the earnings thereon prior to the earliest of:

(1) Severance from employment for plan years beginning on or after January 1, 2002 (separation from service, for Plan Years beginning before January 1, 2002), retirement, death, or Total and Permanent Disability.

(2) Termination of the Plan without establishment of or maintenance of a successor defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7) or Code Section 409(a) or a simplified employee pension as defined in Code Section 408(k), a SIMPLE IRA plan as defined in Code Section 408(p), a plan or contract that satisfies the requirements of Code Section 403(b), or a plan that is described in Code Section 457(b) or (f)) by an Employer or an Affiliated Company at the time of termination of the Plan or within the period ending twelve (12) months after distribution of all assets from the Plan; provided, however, that if fewer than two percent (2%) of the Participants in the Plan at the time of the Plan's termination are or were eligible under another defined contribution plan (as defined in this Subsection) at any time during the twenty-four (24) month period beginning twelve (12) months before the time of the Plan's termination, such other plan is not a successor defined contribution plan.

(3) The attainment of age fifty-nine and one-half (59-1/2).

(4) Financial hardship pursuant to the provisions of Subsection 11.07(1) hereof.

11.06 Benefits Payable Pursuant to a Qualified Domestic Relations Order. Notwithstanding any other provision of the Plan to the contrary, immediate distribution of benefits payable to an Alternate Payee pursuant to a Qualified Domestic Relations Order shall be permitted even though the Participant whose benefits have been assigned to the Alternate Payee would not be entitled to receive a distribution at such time, if all of the following requirements are met: (1) the Participant's Accounts are one hundred percent (100%) vested and nonforfeitable at such time pursuant to Section 10.01 hereof, (2) the entire amount payable to the Alternate Payee does not exceed Five Thousand Dollars ($5,000) at the time of the current distribution, or the Alternate Payee has requested immediate distribution in writing, (3) allocation pursuant to Section 6.04 hereof of all amounts required to be paid to the Alternate Payee has been completed, and (4) the Qualified Domestic Relations Order requires or permits immediate distribution.

In the event an Alternate Payee dies prior to distribution of the amounts payable to the Alternate Payee pursuant to the Qualified Domestic Relations Order, the amount payable shall be distributed as provided in the Qualified Domestic Relations Order. If the Qualified Domestic Relations Order does not specify how such amounts are to be distributed in the event of the Alternate Payee's death, or if the Alternate Payee has not designated a beneficiary in accordance with the terms of the Plan, the Committee may ascertain the requirements of applicable law by filing an interpleader or declaratory judgment action in a court of competent jurisdiction.

11.07 Direct Rollovers to Eligible Retirement Plans.

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 11.06, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution that is equal to or greater than Five Hundred Dollars ($500) paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. If an Eligible Rollover Distribution is less than Five Hundred Dollars ($500), a Distributee may not make the election described in the preceding sentence to rollover a portion of the Eligible Rollover Distribution.

(2) For purposes of this Section 11.06, the following terms shall have the following meanings:

(a) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), except that, effective as of January 1, 2009, this clause (iii) shall not apply to the extent such portion is transferred in a direct trustee-to-trustee transfer to a qualified trust or to an annuity contract described in Code Section 403(b) and such trust or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible, or such portion is transferred to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) (other than an endowment contract); (iv) hardship distributions, if permitted under the Plan, and (v) any other distribution that is reasonably expected to total less than Two Hundred Dollars ($200) during a Plan Year. In the case of a Non-Spouse Beneficiary, an Eligible Rollover Distribution is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f), or the mandatory withholding requirements of Code Section 3405(c).

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 Code Section 408A with respect to Roth contributions or to a qualified trust or to an annuity contract described in Code Section 403(b) if such trust or contract agrees to separately account for amounts so transferred (and earnings thereof), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) "Eligible Retirement Plan" means any of the following that accepts the Distributee's Eligible Rollover Distribution: An individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b), a Roth individual retirement account ("Roth IRA") described in Code Section 408A(b), or 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 account separately for amounts transferred into such plan from the Plan. The foregoing definition of an "Eligible Retirement Plan" also shall apply in the case of an Eligible Rollover Distribution to the surviving spouse, or to a spouse or former spouse who is an alternate payee under a Qualified Domestic Relations Order. Effective for Plan Years beginning on or after January 1, 2009, in the case of an Eligible Rollover Distribution to a Non-Spouse Beneficiary, however, "Eligible Retirement Plan" is limited to an individual retirement plan described in Code Section 408(a) or to an individual retirement annuity described in Code Section 408(b) (other than an endowment contract) that is established for the purpose of receiving the distribution on behalf of the Non-Spouse Beneficiary. Notwithstanding the foregoing, effective for distributions on or after October 1, 2010, if the Distributee is a Non-Spouse Beneficiary, "Eligible Retirement Plan" shall mean only an individual retirement account (as defined in Code Section 408(a)), an individual retirement annuity (as defined in Code Section 408(b)), or a Roth IRA (described in Code Section 408A(b)) that is established in the name of the deceased Participant for the benefit of the Non-Spouse Beneficiary.

(c) "Distributee" means an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order are Distributees with regard to the interest of the spouse or former spouse. Effective for Plan Years beginning on or after January 1, 2009, Distributee also includes a Non-Spouse Beneficiary designated by a deceased Participant. For purposes hereof, a "Non-Spouse Beneficiary" means a Beneficiary other than a Participant's spouse.

(d) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(3) Notwithstanding anything herein to the contrary, effective for distributions made after December 31, 2007, a Participant or Beneficiary may elect to have his or her Eligible Rollover Distribution rolled over to a Roth IRA, provided that there is included in the Participant's or Beneficiary's, as the case may be, gross income any amount that would be includible if the distribution were not rolled over, and provided further that, for taxable years beginning before January 1, 2010, a Participant or Beneficiary, as the case may be, may not make a rollover to a Roth IRA if, for the year the Eligible Rollover Distribution is made, he or she has modified adjusted gross income exceeding $100,000 or is married and files a separate return.

(4) Effective January 1, 2008, a Non-Spouse Beneficiary may elect to have all or any portion of a distribution that would constitute an Eligible Rollover Distribution, if the distribution were made to the Participant or the Participant's spouse, transferred by Direct Rollover to a Roth IRA, if the Non-Spouse Beneficiary is eligible to make a rollover contribution to a Roth IRA.

11.08 In-Service Withdrawals.

(1) Hardship Withdrawals of Elective Contributions. Subject to the provisions of Subsection 11.07(5), upon application by a Participant, the Committee may, in

accordance with the provisions of this Subsection and subject to such procedures as the Committee may establish, permit such Participant to withdraw all or a portion of such Participant's Elective Contributions (and earnings on such contributions prior to December 31, 1998, if any) and from a Participant's Roth Rollover Account; provided however, that such withdrawal shall terminate such Participant's right to make elective contributions and employee contributions to the Plan or "Any Other Plans Maintained by the Employer" until the first day of the first payroll period which commences at least six (6) months following such withdrawal. Notwithstanding the foregoing, in no event shall a hardship withdrawal of any amount allocated to a Participant's Account pursuant to Subsection 4.03(5) or 4.06(5) be permitted.

The following provisions shall apply with respect to hardship withdrawals:

(a) Application for withdrawal must be made in writing on a form approved by the Committee, and must set out in detail the circumstances establishing that the proposed withdrawal is for a Permitted Purpose.

(b) The Committee's determination of whether the application meets the requirements of this Subsection shall be final and conclusive, and in making such determination, the Committee shall follow uniform and nondiscriminatory rules.

(c) If the Committee is satisfied that the application meets the requirements of this Subsection and the Code and regulations thereunder, the application shall be granted.

(d) For withdrawals made in Plan Year beginning prior to January 1, 2006, the expression "Permitted Purpose," as used in this Subsection, means a withdrawal which is necessary in light of an immediate and heavy financial need of the Participant which is on account of (i) medical expenses described in Code Section 213(d) previously incurred by the Participant, the Participant's spouse or dependents (as defined in Code Section 152) or necessary for those persons to obtain medical care described in Code Section 213(d), (ii) purchase (excluding mortgage payments) of a principal residence of the Participant, (iii) payment of tuition, related educational fees and room and board expenses for the next twelve (12) months of post-secondary education for the Participant or such Participant's spouse, children or dependents (as defined in Code Section 152), (iv) the need to prevent eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence, or (v) such other purposes as permitted by the Commissioner of Internal Revenue.

For withdrawals made in Plan Years beginning on or after January 1, 2006, the expression "Permitted Purpose," as used in this Subsection, means a withdrawal which is necessary in light of an immediate and heavy financial need of the Participant which is on account of (i) expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) incurred by the Participant, the Participant's spouse or dependents (as defined in Code Section 152) or necessary for those persons to obtain medical care

described in Code Section 213(d), (ii) purchase (excluding mortgage payments) of a principal residence of the Participant, (iii) payment of tuition, related educational fees and room and board expenses for up to the next twelve (12) months of post-secondary education for the Participant or such Participant's spouse, children or dependents (as defined in Code Section 152 without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)), (iv) the need to prevent eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence, (v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152 without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)), (vi) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income), or (vii) such other purposes as permitted by the Commissioner of Internal Revenue.

"Permitted Purpose" includes an immediate and heavy financial need of the Participant's primary Beneficiary under the Plan that would constitute a Permitted Purpose if it occurred with respect to the Participant's spouse or dependent (as defined under Section 152 of the Code), but limited to educational expenses, funeral expenses and certain medical expenses. For this purpose, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

(e) The phrase "Any Other Plans Maintained by the Employer" as used in this Subsection means all qualified and nonqualified plans of deferred compensation maintained by the Employer, including a stock option, stock purchase, or similar plan, or a cash or deferred arrangement that is part of a cafeteria plan within the meaning of Code Section 125. However, it does not include the mandatory employee contribution portion of a defined benefit plan. It also does not include a health or welfare benefit plan, including one that is part of a cafeteria plan within the meaning of Code Section 125.

(f) A withdrawal shall not be permitted unless the Committee determines the Participant has obtained all distributions (other than hardship distributions) and all nontaxable loans (determined at the time of the loan) currently available under all plans maintained by the Employer or any Affiliated Company, and in no event will such payment exceed the amount required to meet such financial need plus any amounts necessary to pay any federal, state or local taxes or penalties reasonably anticipated to result from such payment.

(g) Withdrawals under this Subsection 11.07(1) must be for a minimum of Five Hundred Dollars ($500.00).

(h) If the Plan provides for hardship distributions upon satisfaction of the safe harbor standards set forth in Regulation Sections 1.401(k)-1(d)(3)(iii)(B) (deemed immediate and heavy financial need) and 1.401(k)-1(d)(iv)(E) (deemed necessary to satisfy immediate need), then there shall be no reduction in the maximum amount of elective deferrals that a Participant may make pursuant to

Code Section 402(g) solely because of a hardship distribution made by the Plan or any other plan of the Employer.

(2) Withdrawals of Elective Contributions. On or After Age Fifty-Nine and One-Half (59-1/2). Subject to the provisions of Subsection 11.07(5), upon or after attaining age fifty-nine and one-half (59-1/2), a Participant shall be entitled to withdraw all or any portion of the previously unwithdrawn current value of the Participant's Elective Contribution Account or the Participant's Roth Rollover Account.

(3) Withdrawal from Rollover Account. Subject to the provisions of Subsection 11.07(5), a Participant may withdraw under this Subsection all or any part of such Participant's Rollover Account or the Participant's Roth Rollover. Withdrawals under this Subsection 11.07(3) must be for a minimum of Five Hundred Dollars ($500.00) or, if less, the balance of the Rollover Account.

(4) Withdrawal of After-Tax Contributions and Withdrawals from VESA Account. Subject to the provisions of Subsection 11.07(5), a Participant may withdraw under this Subsection all or any part of such Participant's After-Tax Contributions Account. Withdrawals from a Participant's After-Tax Contributions Account shall be made:

(a) first from the Participant's After-Tax Contributions made before January 1, 1987, if any, but in no event more than the current value of the Participant's After-Tax Contribution Account;

(b) next, the previously unwithdrawn current value of the Participant's After-Tax Contributions (regardless when those contributions were made) and earnings thereon contributed after December 31, 1986; and

(c) finally from earnings on the Participant's After-Tax Contributions made before January 1, 1987, if any.

In addition, a Participant may, in accordance with the provisions of Subsection 11.07(5), a Participant may withdraw all or any portion of the value of such Participant's VESA Account. Withdrawals under this Subsection 11.07(4) must be for a minimum of Five Hundred Dollars ($500.00) or, if less, the balance of the applicable Account.

(5) Procedure for Withdrawals. All withdrawals under Subsection 11.07(1) shall be subject to procedures established by the Committee. All withdrawals under this Section 11.07 shall require a written request for withdrawal on such forms as the Committee shall prescribe, including requests via electronic media. When an application for withdrawal is granted under the provisions of this Subsection, the Committee shall give such directions to the Trustee as shall be appropriate to effectuate the distribution in accordance with the terms hereof of the amount withdrawn. The date of withdrawal payment shall be specified by the Committee. Withdrawals shall be paid in the form of a single cash lump sum; provided, however, that withdrawals shall be paid pro rata from each Investment Fund in which the Participant's Account is then invested, unless the Committee determines, in its sole discretion, that a different allocation is appropriate.

(6) Active Duty Distribution. Effective on or after January 1, 2009, during any period that a Participant is performing service in the uniformed services (as defined in chapter 43 of

title 38 of the United States Code) while on active duty for a period of more than 30 days, such Participant shall be entitled to elect to receive a distribution of all or a part of the portion of the Participant's Pre-Tax Contributions Account or Roth Contribution Account. If a Participant elects to receive a distribution pursuant to this Section 11.07(6), he shall not be permitted to make any Pre-Tax Contributions or Roth Contributions pursuant to Section 4.02 during the six month period beginning on the date of such distribution.

11.09 Loans to Participants.

(1) In General. Upon the written request of a Participant on a form acceptable to the Committee, and subject to the conditions of this section, the Committee shall direct the Trustee to make a loan from the Trust to the Participant.

(2) Rules and Procedures. The Committee shall promulgate such rules and procedures, not inconsistent with the express provisions of this section, as it deems necessary to carry out the purposes of this section. All such rules and procedures shall be deemed to be a part of the Plan for purposes of the Department of Labor regulations section 2550.408b-1 (d). Loans shall not be made available to Participants who are Highly Compensated Employees in an amount (determined under Department of Labor regulations section 2550.408b-1 (b)) greater than the amount made available to other Participants.

(3) Maximum Amount of Loan. The following limitations shall apply in determining the amount of any loan to a Participant hereunder:

(a) The amount of the loan, together with any other outstanding indebtedness of the Participant under the Plan or any other qualified retirement plans of the Affiliated Company, shall not exceed $50,000 reduced by the excess of (i) the highest outstanding aggregate loan balance of the Participant from such plans during the one-year period ending on the day prior to the date on which the loan is made, over (ii) the Participant's outstanding loan balance from such plans immediately prior to the loan.

(b) The amount of the loan shall not exceed 50% of the Participant's vested interest in the Participant's Rollover Account and Pre-Tax Contribution Account.

(4) Minimum Amount of Loan; Maximum Number of Loans. The minimum loan amount for any single loan under the Plan shall be $500.00. A Participant may have only one loan under the Plan outstanding at any one time.

(5) Note; Security; Interest. Each loan shall be evidenced by a note signed by the Participant and shall be adequately secured by up to 50% of the Participant's vested interest in the Participant's Eligible Accounts, including in such security the note evidencing the loan. The loan shall bear interest at a reasonable annual percentage interest rate to be determined by the Committee. In determining the interest rate, the Committee shall take into consideration interest rates currently being charged by persons in the business of lending money with respect to loans made in similar circumstances. The Committee shall make such determination through consultation with one or more lending institutions, as the Committee deems appropriate.

(6) Repayment. Each loan made to a Participant who is receiving regular payments of compensation from an Employer shall be repayable by payroll deduction. Loans made to other Participants (and, in all events, where payroll deduction is no longer practicable) shall be repayable in such manner as the Committee may from time to time determine. The documents evidencing a loan shall provide that payments shall be made not less than bi-weekly and over a specified term as determined by the Committee (but not to exceed five years unless the loan is being applied toward the purchase of a principal residence for the Participant); such documents shall also require that the loan be amortized with level payments of principal and interest. If the loan proceeds are used to acquire a principal residence of the Participant, the loan repayment period may not exceed ten years.

(7) Repayment upon Distribution. If, at the time benefits are to be distributed (or to commence being distributed) to a Participant with respect to a severance from employment, there remains any unpaid balance of a loan hereunder, such unpaid balance shall, after a reasonable repayment period (as determined by the Committee) and to the extent consistent with Department of Labor regulations, become immediately due and payable in full. Such unpaid balance, together with any accrued but unpaid interest on the loan, shall be deducted from the Participant's Eligible Accounts, subject to the default provisions below, before any distribution of benefits is made. Except as may be required to comply (in a manner consistent with continued qualification of the Plan under Code section 401 (a)) and with Department of Labor regulations, no loan shall be made or remain outstanding with respect to a Participant under this section after the time distributions to the Participant with respect to a severance from employment are to be paid or commence. Notwithstanding the foregoing, to the extent the benefits to be distributed to a Participant consist of an eligible rollover distribution (as defined in Section 11.6(2)(a)), a note evidencing an unpaid balance of a loan hereunder may be transferred as part of a direct rollover described in Section 11.6 to an eligible retirement plan (as defined in Section 11.6(2)(b) that is an annuity plan described in Code sections 403(a) or 403(b), a qualified trust described in Code section 401(a), or a governmental plan described in Code section 457(b), if such plan agrees to accept the note.

(8) Default. In the event of a default in making any payment of principal or interest when due under the note evidencing any loan under this section, if such default continues beyond the last day of the calendar quarter following the calendar quarter in which the last scheduled installment payment was due, the unpaid principal balance of the note shall immediately become due and payable in full. Such unpaid principal, together with any accrued but unpaid interest, shall thereupon be deducted from the Participant's Eligible Accounts, subject to the further provisions of this section. The amount so deducted shall be treated as distributed to the Participant and applied by the Participant as a payment of the unpaid interest and principal (in that order) under the note evidencing such loan. In no event shall the Committee apply the Participant's Eligible Accounts to satisfy the Participant's repayment obligation, whether or not he or she is in default, unless the amount so applied otherwise could be distributed in accordance with the Plan.

(9) Note as Trust Asset. The note evidencing a loan to a Participant under this section shall be an asset of the Trust which is allocated to the Account of such Participant, and shall

for purposes of the Plan be deemed to have a value at any given time equal to the unpaid principal balance of the note plus the amount of any accrued but unpaid interest.

(10) Nondiscrimination. Loans shall be made available under this section to all Participants on a reasonably equivalent basis.

(11) Designation of Accounts; Designation of Investment Funds. Loans shall be made and loan repayments credited proportionately between a Participant's Rollover Account and the Participant's Pre-Tax Contribution Account. The loan shall be made proportionately from all investment funds to which the Participant's Accounts are allocated.

11.10 Segregation of Accounts Held for Distribution. If the payment of a Participant's Accounts is to be deferred pursuant to Section 11.01 hereof, the balance in the Participant's Accounts shall remain in the Trust, and at the Participant's election, may be segregated for the benefit of the Participant, the Participant's Beneficiary, the Participant's estate, or an Alternate Payee, as applicable. Such segregated amount may be temporarily held in cash, and as soon as practical, it shall be deposited in a fund invested in obligations guaranteed as to the payment of principal and interest, including primarily, certificates of deposit and other federally insured savings and loan association or commercial bank deposits, as the Trustee in its discretion may select. If an Account is segregated, it shall no longer share in the earnings and losses of the general Trust Fund, but shall only be credited with the earnings of the segregated investment.

ARTICLE XII

MISCELLANEOUS PROVISIONS RESPECTING PARTICIPANTS

12.01 Participants to Furnish Required Information.

(1) Each Participant shall furnish to the Committee such information as the Committee considers necessary or desirable for purposes of administering the Plan, and the provisions of the Plan respecting any payments hereunder are conditional upon the Participant's furnishing promptly such true, full and complete information as the Committee may reasonably request.

(2) Each Participant shall submit proof of such Participant's age to the Committee. The Committee shall, if such proof of age is not submitted as required, use as conclusive evidence thereof, such information as is deemed by it to be reliable, regardless of the source of such information. Any adjustment required by reason of lack of proof or the misstatement of the age of persons entitled to benefits hereunder, by the Participant or otherwise, shall be in such manner as the Committee deems equitable.

(3) Any notice or information which according to the terms of the Plan or the rules of the Committee must be filed with the Committee, shall be deemed so filed if addressed and either delivered in person or mailed, postage fully prepaid, to the Committee. Whenever a provision herein requires that a Participant (or the Participant's Beneficiary) give notice to the Committee within a specified number of days or by a certain date, and the last day of such period, or such date, falls on a Saturday, Sunday, or Employer holiday, the Participant (or the Participant's Beneficiary) will be deemed in compliance with such provision if notice is delivered in person to the Committee or is mailed, properly addressed, postage prepaid, and postmarked on or before the business day next following

such Saturday, Sunday or Employer holiday. The Committee may, in its sole discretion, modify or waive any specified notice requirement; provided, however, that such modification or waiver must be administratively feasible, must be in the best interest of the Participant, and must be made on the basis of rules of the Committee which are applied uniformly to all Participants.

12.02 Participants' Rights in Trust Fund. No Participant or other person shall have any right, title or interest in, to or under the Trust Fund, or any part of the assets thereof, except and to the extent expressly provided in the Plan.

12.03 Inalienability of Benefits.

(1) Restrictions on Assignment. The benefits provided hereunder are intended for the personal security of persons entitled to payment under the Plan, and are not subject in any manner to the debts or other obligations of the persons to whom they are payable. The interest of a Participant or such Participant's Beneficiary or Beneficiaries may not be sold, transferred, assigned or encumbered in any manner, either voluntarily or involuntarily, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be null and void; neither shall the Trust Fund nor any benefits thereunder or hereunder be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person to whom such benefits or funds are payable, nor shall they be subject to garnishment, attachment, or other legal or equitable process nor shall they be an asset in bankruptcy. All of the provisions of this Section 12.03, however, are subject to Section 11.03, to withholding of any applicable taxes and to the exceptions described below in Subsection 12.03(2). A Participant may not assign the Participant's rights under ERISA to receive disclosures or documents or any other statutory right under ERISA with respect to disclosure or arising out of or related to such rights or the enforcement of such rights.

(2) Exception for Benefit Payable Pursuant to a Qualified Domestic Relations Order.

(a) The prohibitions contained in Subsection 12.03(1) hereof shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a Qualified Domestic Relations Order.

(b) The Plan Administrator shall establish written procedures for the determination of the qualified status of a domestic relations order.

(c) Upon receiving a domestic relations order, the Plan Administrator shall notify the Participant and Alternate Payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator shall determine the qualified status of the order and shall notify the Participant and the Alternate Payee, in writing, of its determination. The Plan Administrator shall provide notice under this paragraph by mailing such notice to the individual's address specified in the domestic relations order, or in a manner consistent with Department of Labor regulations.

(d) During any period in which the issue of whether a domestic relations order is a Qualified Domestic Relations Order is being determined, notwithstanding any

other provision of the Plan to the contrary, the Committee shall separately account for the amounts which would have been payable during such period to an Alternate Payee pursuant to a Qualified Domestic Relations Order, if such order had been determined to be a Qualified Domestic Relations Order. During the period such amounts are separately accounted for under the Plan, such amounts shall remain subject to the general investment provisions of the Plan. If within the eighteen (18) month period beginning with the date on which the first payment would be required to be made under such domestic relations order, the domestic relations order is determined to be a Qualified Domestic Relations Order, the Committee shall direct the Trustee to distribute to the Alternate Payee the separately accounted for amounts including any earnings (or losses) thereon in accordance with Section 11.05 and the order. However, if within such eighteen (18) month period, it is determined that such order is not qualified, or if by the end of such eighteen (18) month period the issue of qualification is not resolved, then the Committee shall pay the separately accounted for amounts including any earnings (or losses) thereon to the person or persons who would have been entitled to such amounts if there had been no such order.

(e) Notwithstanding any other provision of the Plan to the contrary, all rights and benefits, including rights to make elections or to give directions, provided to a Participant under the Plan shall be subject to the rights, benefits and elections or directions afforded to an Alternate Payee, pursuant to a Qualified Domestic Relations Order, and the Plan shall be interpreted and administered by the Committee in such manner as to effectuate the provisions of any such Qualified Domestic Relations Order as they relate to the rights, benefits and elections or directions afforded to such Alternate Payee under such Qualified Domestic Relations Order. Furthermore, to the extent provided in any such Qualified Domestic Relations Order, a former spouse of a Participant shall be treated as a spouse or surviving spouse for all applicable purposes under the Plan.

(f) The Trustee shall make any payments or distributions required under this Subsection 12.03(2) by separate benefit checks or other separate distribution to the Alternate Payee(s).

(3) Exception for Certain Judgments and Settlements. The prohibitions contained in Subsection 12.03(1) hereof shall not apply to any offset of a Participant's benefits provided under the Plan against an amount that the Participant is ordered or required to pay to the Plan if:

(a) The order or requirement to pay arises (i) under a judgment of conviction for a crime involving such Plan; (ii) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of the fiduciary provisions of ERISA; or (iii) pursuant to a settlement agreement between the Secretary of Labor and the Participant, or a settlement agreement between the Pension Benefit Guaranty Corporation and the Participant, in connection with a violation (or alleged violation) of the fiduciary provisions of ERISA;

(b) The judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan; and

12.04 Conditions of Employment Not Affected by Plan. Neither the Plan nor the Trust nor the Trust Agreement shall confer on any Employee, including any Participant, any right to be retained in the service of any Employer or any Affiliated Company, and nothing contained herein or in the Trust Agreement shall be construed in any way to limit or restrict the right of any Employer or any Affiliated Company to discharge any Employee, regardless of whether such Employee is a Participant, or to change such Employee's position or the basis or amount of such Employee's Compensation.

12.05 Address for Mailing of Benefits.

(1) Each Participant and each other person entitled to benefits hereunder shall file with the Committee from time to time in writing such Participant's post office address and each change of address. Any check representing payment hereunder and any communication addressed to a Participant, an Employee or Beneficiary, at such person's last address filed with the Committee, or if no such address has been filed, then at such person's last address as indicated on the records of an Employer, shall be deemed to have been delivered to such person on the date on which such check or communication is deposited, postage prepaid, in the United States mail.

(2) If the Committee is in doubt as to whether payments are being received by the person entitled thereto, it shall, by registered mail addressed to the person concerned, at his address last known to the Committee, notify such person that all unmailed and future payments shall be withheld until he provides the Committee with a sworn statement, properly notarized, evidencing his continued life and his proper mailing address.

12.06 Unclaimed Account Procedure.

(1) Neither the Trustee nor the Committee shall be obliged to search for, or ascertain the whereabouts of any Participant, Beneficiary or Alternate Payee. The Committee, by certified or registered mail addressed to such Participant's, Beneficiary's or Alternate Payee's last known address, shall notify the Participant, Beneficiary or Alternate Payee that such Participant, Beneficiary or Alternate Payee is entitled to a distribution under the Plan, and the notice shall quote the provisions of this Section 12.06. The Committee may, but is not required to, utilize the services of the Internal Revenue Service (pursuant to Revenue Procedure 94-22 or any successor thereto) in attempting to locate a Participant, Beneficiary or Alternate Payee.

(2) If any distribution or payment is not claimed by the person entitled thereto within one year from the date of the mailing of the notice referred to in subsection (1) above, the Participant's, Beneficiary's or Alternate Payee's Accounts, valued as of the Valuation Date coinciding with or immediately preceding the date such one year period ends, shall be forfeited and such Forfeitures shall be allocated as provided in Subsection 6.04(4) hereof. If a Participant, Beneficiary or Alternate Payee makes a claim, at any time, such forfeited amount shall be restored and the Committee shall direct the Trustee to distribute such amount to the individual entitled to the distribution.

(3) Notwithstanding Subsection 12.06(1) or 12.06(2) above, if upon termination of the Plan and the liquidation of the Trust, all or any distribution payable to a Participant or his Beneficiary has not been claimed after sending the notice described in Subsection 12.06(1) above, the Committee shall establish an individual retirement account or an interest-bearing, federally insured account in a bank or savings and loan association in the name of the Participant or Beneficiary, shall purchase a deferred annuity providing the form(s) of benefit prescribed in Article XI or, if the Committee is unable to accomplish any of the foregoing, shall dispose of the Participant's Account in any other method permitted by the Code and ERISA. If a Participant's Account has been forfeited pursuant to Subsection 12.06(2) above, it shall be restored upon Plan termination and distributed as provided in the preceding sentence. The Committee shall direct the Trustee to distribute the Participant's Account valued as of the last Valuation Date, or special valuation date as provided in Section 17.03 hereof, preceding distribution.

ARTICLE XIII

ADMINISTRATION OF THE PLAN

13.01 Appointment of Committee. The administration of the Plan will be the responsibility of the Committee which shall be appointed by the Sponsoring Company's authorized officer(s) (the "Authorized Officer(s)") and shall consist of one or more members. Each member of the Committee shall serve for successive one year terms until his successor shall be appointed. A member may serve for more than one term. If the Committee consists of more than one member, the Authorized Officer(s) shall appoint one of the members as Chairman. The Authorized Officer(s) shall be authorized to remove any member of the Committee with or without cause by notifying such member and the Chairman, in writing, and may fill vacancies in the Committee, however caused. A member of the Committee may resign upon ten (10) days' prior notice by delivery of his written resignation to the Authorized Officer(s) and other members of the Committee. Subject to Section 13.03, The Committee shall have the sole power, duty and responsibility for directing the administration of the Plan in accordance with its provisions.

13.02 Compensated Expenses of the Committee. The members of the Committee shall serve without compensation for their services as such, but the reasonable and necessary expenses of the Committee shall be paid as provided in Section 13.14. When, in its discretion, the Committee, or any Employer, deems it advisable, the Committee shall be authorized to have the records of the Committee and the Trustee audited by an independent auditor, and reasonable and necessary expenses thereby incurred shall be paid as provided in Section 13.14 hereof.

13.03 Secretary, Agents, and Delegatees of the Committee. The Committee may appoint a Secretary who may, but need not, be a member of the Committee, and may employ or delegate to such agents and such clerical and other administrative personnel as reasonably may be required for the purpose of administering the Plan. Such administrative personnel shall carry out the duties and responsibilities assigned to them by the Committee. Expenses necessarily incurred for such purpose shall be paid by the Trust Fund unless paid by the Employers, as provided in Section 13.14.

13.04 Actions of Committee.

(1) A majority of the members of the Committee shall constitute a quorum for the transaction of business, and shall have full power to act hereunder. Action by the Committee shall be official if approved by a vote of a majority of the members present at any official meeting. The Committee may, without a meeting, authorize or approve any action by written instrument signed by a majority of all of the members. Any written memorandum, including minutes, signed by the Chairman, or any other member of the Committee, or by any other person duly authorized by the Committee to act, in respect of the subject matter of the memorandum, shall have the same force and effect as a formal resolution adopted in open meeting. The Committee shall give to the Trustee any order, direction, consent, certificate or advice required or permitted under the terms of the Trust Agreement, and the Trustee shall be entitled to rely on, as evidencing the action of the Committee, any instrument delivered to the Trustee when: (a) if a resolution, it is certified by the Chairman and Secretary, or (b) if a memorandum, including minutes, it is signed by a majority of all of the members of the Committee, or by a person who shall have been authorized to act for the Committee in respect of the subject matter thereof.

(2) A member of the Committee may not vote or decide upon any matter relating solely to him or vote in any case in which his individual right or claim to any benefit under the Plan is specifically involved. If, in any case in which a Committee member is so disqualified to act, the remaining members then present cannot, by majority vote, act or decide, the Board will appoint a temporary substitute member to exercise all of the powers of the disqualified member concerning the matter in which he is disqualified.

(3) The Committee shall maintain minutes of its meetings and written records of its actions, and as long as such minutes and written records are maintained, members may participate and hold a meeting of the Committee by means of conference telephone or similar communications equipment which permits all persons participating in the meeting to hear each other. Participation in such a meeting constitutes presence in person at such meeting.

13.05 Authority of Committee. The Committee is authorized to take such actions as may be necessary to carry out the provisions and purposes of the Plan, including complying in all respects with the requirements of ERISA Section 404(c) and the regulations thereunder, and shall have the discretionary authority to control and manage the operation and administration of the Plan, including the discretionary authority to determine whether the Participant, Beneficiary or Alternate Payee is entitled to payment of benefits under the Plan. In order to effectuate the purposes of the Plan, the Committee shall have the discretionary power to construe and interpret the Plan, to supply any omissions therein, to reconcile and correct any errors or inconsistencies, to decide any questions in the administration and application of the Plan, and to make equitable adjustments for any mistakes or errors made in the administration of the Plan. All such actions or determinations made by the Committee, and the application of rules and regulations to a particular case or issue by the Committee, in good faith, shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder. In construing the Plan and in exercising its discretionary power under provisions requiring Committee approval, the Committee shall attempt to ascertain the purpose of the provisions in question and when such purpose is known or reasonably ascertainable, such purpose shall be given effect to the extent feasible. Likewise, the Committee is, in the exercise of its discretionary powers, authorized to determine all questions with respect to the individual rights of all Participants and

their Beneficiaries and Alternate Payees under the Plan, including, but not limited to, all issues with respect to eligibility, Compensation, service, valuation of Accounts, allocation of consolidated contributions and Trust Fund earnings, and retirement or Termination of Employment, and shall direct the Trustee concerning the allocation, payment and distribution of all funds held in trust for purposes of the Plan. The Committee, in the exercise of any discretionary powers hereunder, shall not exercise that discretion so as to discriminate in favor of Employees who are officers, shareholders, or highly compensated Employees. The Committee shall establish investment objectives and monitor, or cause to be monitored, the investment performance of the Trustee or any Investment Manager which may be appointed with respect to any assets of the Plan, and shall make such reports and give such recommendations to the Board as it requests with respect thereto. The discretionary authority granted to the Committee hereunder shall not be limited or otherwise negated by any other provisions of the Plan.

13.06 General Administrative Powers. The Committee shall have authority to make, and from time to time, revise, rules and regulations for the administration of the Plan.

13.07 Plan Administrator. "Plan Administrator" (as defined in Section 3(16)(A) of ERISA) shall mean the Committee. The Plan Administrator shall be responsible for the performance of all reporting and disclosure obligations under ERISA and all other obligations required or permitted to be performed by the Plan Administrator under ERISA and not otherwise delegated to other parties under the terms of the Plan or the Trust Agreement. The Plan Administrator is hereby designated as the agent for service of process unless the Committee designates another person or entity.

13.08 Duties of Administrative Personnel. Administrative personnel appointed pursuant to Section 13.03 hereof, shall be responsible for such matters as the Committee shall delegate to them by written instrument, including, but not limited to communications to Employees at the direction of the Committee, reports to the Committee involving questions of eligibility and the amount of Compensation of Participants, assisting Participants, Beneficiaries and Alternate Payees in the completion of forms prescribed by the Committee, and maintenance of records concerning terminated vested Participants, Participants who have retired and Beneficiaries. Administrative personnel may not make any decision as to Plan policy, interpretations, practices or procedures unless the authority to make such decisions has been delegated to them in writing by the Committee and they accept fiduciary responsibilities in accordance with the provisions of Section 13.09 hereof. All administrative personnel shall perform their allocated function within the policies, interpretations, rules, practices and procedures established by the Committee, except that administrative personnel shall coordinate matters related to the Plan with the appropriate departments of each Employer as the Committee directs.

13.09 Designation of Named Fiduciaries and Allocation of Responsibility. ERISA requires that certain persons, who are deemed to be "fiduciaries," as defined in ERISA Section 3(21)(A), be designated as "Named Fiduciaries" in the Plan. The Committee and the Plan Administrator are hereby designated Named Fiduciaries. Each Named Fiduciary shall have only the powers, duties and responsibilities specifically allocated to such fiduciary pursuant to the terms of the Plan. The Authorized Officer(s) shall not have any power or fiduciary responsibility hereunder other than (1) the power to name and to remove the persons who shall comprise the Committee and to continue to those persons such allocation of fiduciary responsibilities, (2) the power to appoint (and remove), or cause the Committee to appoint (and remove), one or more Investment Managers, and (3) the power to appoint (and remove) the Trustee. Each Named Fiduciary may, by written instrument, allocate some or all of its responsibilities to another fiduciary or designate another person to carry out some or all of its fiduciary responsibilities. The Committee, Plan

Administrator and each other fiduciary under the Plan (including fiduciaries to whom responsibilities are allocated by a Named Fiduciary) will be furnished a copy of the Plan, and their acceptance of such responsibility will be made by agreeing in writing to act in the capacity designated. No Named Fiduciary shall be liable for an act or omission of any person who is allocated a fiduciary responsibility or who is designated to carry out such responsibility by a Named Fiduciary, except to the extent that the Named Fiduciary did not act in accordance with the standards contained in Subsection 13.10(2) hereof with respect to the allocation or designation of a fiduciary duty. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

13.10 Action by Fiduciaries.

(1) Any action herein permitted or required to be taken by the Committee shall be in the manner specified in Section 13.04 hereof.

(2) Each fiduciary with respect to the Plan shall perform all of his duties and responsibilities and exercise his powers hereunder 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, and no fiduciary shall be liable for any act or failure to act on his part (including reliance on the advice of counsel) which conforms to that standard, unless: (a) he knowingly participates in or knowingly undertakes to conceal an act or omission of another fiduciary of the Plan, with the knowledge that such act or omission is a breach of fiduciary responsibility, or (b) knowing of a breach of fiduciary responsibility, he fails to make reasonable efforts under the circumstances to remedy the breach, or (c) by failing to carry out his specific responsibilities, in accordance with such standard, he has enabled another fiduciary of the Plan to commit a breach.

(3) Each fiduciary shall furnish or cause to be furnished to each other fiduciary all information needed for the proper performance of its duties. Each fiduciary warrants that any directions given, information furnished or action taken by it shall be in accordance with the provisions of the Plan or the Trust Agreement, as the case may be, authorizing or providing for such direction, information or action.

13.11 Appointment of Professional Assistants and the Investment Manager. A Named Fiduciary may appoint such accountants, counsel, and actuaries and other advisers as it deems necessary or desirable in connection with the administration of the Plan. A Named Fiduciary, in its sole discretion, may appoint, or cause the Committee to appoint, one or more Investment Managers to manage (including the power to acquire or dispose of) all or any of the assets of the Trust Fund. A Named Fiduciary shall be entitled to rely upon and shall not be liable for any act or failure to act in reliance, on any opinion or reports, which shall be furnished to such Named Fiduciary by any such accountant with respect to accounting matters, counsel in respect to legal matters, or actuary in respect of actuarial matters as long as the Named Fiduciary's reliance is in accordance with the standard set forth in Subsection 13.10(2) hereof. The fees and costs of such services are an administrative expense to the Plan to be paid out of the Trust Fund except to the extent that such fees and costs are paid by any of the Employers.

13.11 Bond. The Plan Administrator shall see that the appropriate fiduciaries are bonded as required by federal law or regulation. Except as required by the Board or by state or federal statute, irrespective of this provision, no bond or other security shall be required of any fiduciary.

13.12 Indemnity. In the event and to the extent not insured against under any contract of insurance with an insurance company, the Sponsoring Company shall indemnify and hold harmless each "Indemnified Person", as defined below, against any and all claims, demands, suits, proceedings, losses, damages, interest, penalties, expenses (specifically including, but not limited to counsel fees to the extent approved by the Board or otherwise provided by law, court costs and other reasonable expenses of litigation), and liability of every kind, including amounts paid in settlement, with the approval of the Board, arising from any action or cause of action related to the Indemnified Person's act or acts or failure to act. Such indemnity shall apply regardless of whether such claims, demands, suits, proceedings, losses, damages, interest, penalties, expenses, and liability arise in whole or in part from (1) the negligence or other fault of the Indemnified Person, except when the same is judicially determined to be due to gross negligence, fraud, recklessness, willful or intentional misconduct of such Indemnified Person or (2) from the imposition on such Indemnified Person of any penalties imposed by the Secretary of Labor, pursuant to Section 502(l) of ERISA, relating to any breaches of fiduciary responsibility under Part 4 of Title I of ERISA. "Indemnified Person" shall mean each member of the Board and the Committee, each other individual who is allocated fiduciary responsibility hereunder (including the Plan Administrator, if a named individual pursuant to Section 13.07), and each individual otherwise acting in an administrative capacity with respect to the Plan.

13.13 Payment of Expenses. The expenses of agents or advisers, and any other reasonable expenses of the Committee approved by the Sponsoring Company or as otherwise provided for in Section 13.02, shall be paid by the Plan out of the Trust Fund unless paid by the Employers. If such expenses are to be paid by the Employers, the portion thereof payable by each shall be determined by the ratio that the number of Participants who are Employees of each Employer bears to the total of all such Participants; provided, that if any expense is incurred solely on account of a single Employer or group of Employers, such expense shall be paid by such Employer or Employers to the extent and in such proportion as the Sponsoring Company may determine.

ARTICLE XIV

PARTICIPATION BY EMPLOYERS

14.01 Adoption of Plan by Affiliated Company. Any Affiliated Company, whether or not presently existing, may adopt the Plan, effective as of the date indicated in the instrument of adoption, if such Affiliated Company and the Sponsoring Company execute an instrument in writing allowing for the Affiliated Company's adoption of the Plan and the Trust forming a part hereof. The provisions of the Plan shall apply only to each Employer severally, except as otherwise specifically provided herein or in such Employer's instrument of adoption. The Sponsoring Company and each Affiliated Company which adopts the Plan shall be treated collectively for purposes of nondiscrimination testing, ADP and ACP testing under Sections 4.03 and 4.06, for purposes of the minimum coverage testing under Section 410(b) of the Code, as well as for nondiscrimination testing under Section 401(a)(4) of the Code.

14.02 Rights and Obligations of the Sponsoring Company and the Employers. Throughout this instrument, a distinction is purposely drawn between rights and obligations of the Sponsoring Company and rights and obligations of each other Employer. The rights and obligations specified as belonging to the Sponsoring Company shall belong only to the Sponsoring Company. Each Employer shall have the obligation, as hereinafter provided, to make Company Contributions and Elective Contributions for its own Participants, and no Employer shall have

the obligation to make Company Contributions or Elective Contributions for the Participants of any other Employer. Any failure by an Employer to fulfill its own obligations under the Plan shall have no effect upon any other Employer. An Employer may withdraw from the Plan without affecting any other Employer. Any action herein permitted or required to be taken by an Employer shall, subject to the provisions of Section 20.07 hereof, be by resolution of its board of directors or by written instrument signed by a person or group of persons who has been authorized by resolution of such board of directors as having authority to take such action.

14.03 Withdrawal from Plan.

(1) Notice of Withdrawal. Any Employer may, as of any date, withdraw from the Plan upon giving the Committee, the Sponsoring Company and the Trustee at least sixty (60) days' notice in writing of its intention to withdraw.

(2) Trustee Segregation of Trust Assets upon Withdrawal. Upon the withdrawal by an Employer pursuant to this Article, the Trustee shall segregate the share of the assets in the Trust Fund, the value of which shall equal the total credited to the Accounts of Participants of the withdrawing Employer. The determination as to which assets are to be so segregated shall be made by the Trustee in its sole discretion.

(3) Exclusive Benefit of Participants. Neither the segregation and transfer of any Trust assets upon the withdrawal of an Employer nor the execution of a new agreement and declaration of trust by such withdrawing Employer shall operate to permit any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the Participants.

(4) Applicability of Withdrawal Provisions. The withdrawal provisions contained in this Section 14.03 shall be applicable only if the withdrawing Employer continues to cover its Participants and eligible Employees in another defined contribution plan and trust qualified under Code Sections 401 and 501. Otherwise, the termination provisions of the Plan and Trust shall apply.

ARTICLE XV

AMENDMENT OF THE PLAN

15.01 Amendments by Sponsoring Company or Employer. The Sponsoring Company reserves the right to amend the Plan with respect to the Employers at any time and from time to time. Each Employer may amend the Plan with respect to such Employer at any time, and from time to time, provided the Sponsoring Company approves such amendment. No amendment shall permit any part of the Trust Fund to revert to or be recoverable by an Employer or be used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries, or deprive any Participant of any interest he might have in the Trust Fund at the time of the amendment to the extent that such interest would be available to the Participant under Article X hereof were he to voluntarily resign as of the effective date of the amendment.

15.02 Effect of Amendments on Trustee. Under no condition shall any amendment increase the duties or responsibilities, or decrease the compensation, privileges, and immunities of the Trustee without the Trustee's written consent.

15.03 Amendment to Vesting Schedule. Under no condition shall any amendment change the vesting schedule to one which would result in the nonforfeitable percentage of the accrued benefit derived from Company Contributions (determined as of the later of the date of the adoption of the amendment or of the effective date of the amendment) of any Participant being less than such nonforfeitable percentage computed under the Plan without regard to such amendment. No amendment shall change the vesting schedule unless each Participant with three (3) or more Vesting Years of Service as of the expiration date of the election period described below, is permitted to elect, within the election period described below, to have his nonforfeitable percentage computed under the Plan without regard to the amendment.

The election period described herein shall begin no later than the date upon which the amendment is adopted and shall end no later than the latest of the following dates:

(a) the date which is sixty (60) days after the day the amendment is adopted,

(b) the date which is sixty (60) days after the day the amendment becomes effective, or

(c) the date which is sixty (60) days after the day the Participant is issued a written notice of the amendment by the Sponsoring Company.

15.04 Protected Benefits. Subject to the above stated limitations and the requirement that no amendment shall eliminate, except with respect to any future contributions or future accrual of benefits, any nondiscretionary optional form of benefit (as provided in Treasury Regulation Section 1.411(d)-4, and Treasury Regulation Section 1.401(a)(4)-4(d) and Code Section 411(d)(6)) with respect to any Participant who is a Participant immediately prior to the amendment, the Sponsoring Company shall have the power to amend the Plan and Trust Agreement, retroactively or otherwise, in any manner in which it deems desirable, including, but not by way of limitation, the power to change any provisions relating to the administration of the Plan and Trust Fund, and to change any provisions relating to the benefits or payment of any of the assets of the Trust Fund. Each such amendment shall become effective when executed by the Sponsoring Company unless a different effective date is specified in the amendment.

Notwithstanding the foregoing, the requirement that no amendment shall eliminate any nondiscretionary optional form of benefit shall not apply to an amendment that eliminates or restricts the ability of a Participant to receive payment of the Participant's account balance under a particular optional form of benefit if the amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted. For purposes of this Section 15.04, a single-sum distribution form is otherwise identical only if the single-sum distribution form 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.

15.05 Amendment Necessary to Comply with Code or Federal Statute. Notwithstanding anything herein to the contrary, the Plan may be amended at any time by the Sponsoring Company if necessary or desirable in order to have it conform to the provisions and requirements of the Code or any federal statute with respect to qualified employees' plans and trusts, and no such amendment shall be considered prejudicial to the rights of any Participant hereunder or of any Beneficiary, Alternate Payee or Employee. Further, it is understood that any provisions of the Plan as herein contained which are contrary to the requirements of the Code for a qualified tax

exempt employees' plan and trust shall be deemed void and of no effect, without affecting the validity of other provisions hereof.

ARTICLE XVI

PERMANENCY OF THE PLAN

16.01 Right to Terminate Plan. Each Employer contemplates that the Plan shall be permanent and that it shall be able to make contributions to the Plan. Nevertheless, in recognition of the fact that future conditions and circumstances cannot now be entirely foreseen, the Sponsoring Company reserves the right to terminate the Plan and each Employer reserves the right to terminate the Plan as to such Employer.

16.02 Merger or Consolidation of Plan and Trust. Neither the Plan nor the Trust may be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan or trust, unless each Participant would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). Additionally, another plan or trust may be merged into or consolidated with, or its assets or liabilities may be transferred to, the Plan, provided that the conditions of the preceding sentence are satisfied with respect to such other plan.

16.03 Continuance by Successor Company. In the event of the liquidation, dissolution, merger, consolidation or reorganization of an Employer, the successor company may adopt the Plan and Trust for the benefit of the Employees of such Employer. If such successor company does adopt the Plan and Trust, it shall, in all respects, be substituted for such Employer under the Plan and Trust. Any such substitution of such successor company shall constitute an assumption of Plan liabilities by such successor company, and such successor company shall have all of the powers, duties and responsibilities of such Employer under the Plan and Trust. If such successor company does not adopt the Plan and Trust, the Plan and Trust shall be terminated with respect to such Employer in accordance with the provisions of the Plan and Trust Agreement.

ARTICLE XVII

DISCONTINUANCE OF CONTRIBUTIONS AND TERMINATION

17.01 Suspension of Contributions. Should an Employer fail for any reason to make Company Contributions in any one or more years, such failure shall not, of itself, terminate or discontinue the Plan and Trust as to the Employer and its Participants, nor shall the Employer incur any obligation to make up such Company Contributions in whole or in part.

17.02 Discontinuance of Contributions. Whenever an Employer determines that it is impossible or inadvisable for it to make further Company Contributions, such Employer may, without terminating the Trust, permanently discontinue all further Company Contributions by such Employer. A certified copy of such Employer's resolution or other formal written instrument pursuant to Section 20.07 hereof, shall be delivered to the Committee and the Trustee. Thereafter, the Committee and the Trustee shall continue to administer all the provisions of the Plan which are necessary and remain in force, other than the provisions relating to Company Contributions by such Employer. Unless otherwise provided by such resolutions, the Trust shall

remain in existence with respect to such Employer and all of the provisions of the Trust Agreement shall remain in force.

17.03 Termination of Plan and Trust. If an Employer determines to terminate (as to such Employer) the Plan and Trust completely, it shall be terminated insofar as they are applicable to such Employer as of the date specified in certified copies of resolutions or other formal written instrument pursuant to Section 20.07 hereof, delivered to the Committee and the Trustee. Upon such termination of the Plan and Trust and before liquidation of the Trust, the Committee shall require a special valuation of the Trust, if the liquidation is not to occur as of a Valuation Date. After payment of all expenses and proportional adjustment of Accounts of Participants with respect to such Employer to reflect such expenses, Trust Fund profits or losses, and, subject to the limitations contained in Section 5.03 hereof, allocations of any previously unallocated funds to the date of termination, such Employer's Participants shall be entitled to receive the amount then credited to their respective Accounts in the Trust Fund in a lump-sum payment.

If, in the opinion of the Committee, assets in the Trust Fund or certain of them may possibly not be readily salable (1) because of federal or state securities laws, or the rules and regulations thereunder, or (2) at their fair market value, the Committee may direct and the Trustee shall effect, a distribution of such assets in kind. If the entire Plan is terminating, upon completion of liquidation and distribution of the assets of the Trust to the Participants as provided for herein, the Trustee shall thereby complete the Trustee's duties, and the Trust shall terminate.

17.04 Participant's Rights to Benefits upon Termination or Partial Termination of Plan or Complete Discontinuance of Contributions. Upon the termination or partial termination (as determined by the Internal Revenue Service) of the Plan or the complete discontinuance of Company Contributions by an Employer, the rights of each such Employer's Employees who are then Participants (or, in the case of a partial termination, who are then Participants affected by the partial termination) and the rights of each other person to the amounts credited to his Accounts at such time shall be nonforfeitable without reference to any formal action on the part of such Employer, the Committee or the Trustee.

ARTICLE XVIII

EXCLUSIVE BENEFIT OF THE PLAN

18.01 Limitation on Reversions. Except as otherwise provided in this Article XVIII, it shall be impossible, at any time, for any part of the Trust Fund, other than such part as is required to pay taxes and administration expenses or such part as may otherwise be permitted by law to be returned to the Employer, to be recoverable by an Employer, or to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants, Beneficiaries and Alternate Payees.

18.02 Unallocated Amounts upon Termination of Plan and Trust. In the event the Plan and Trust are terminated, any previously unallocated amounts maintained in the suspense account in accordance with the provisions of Section 5.03 hereof which cannot be allocated to Participants upon the termination of the Plan and Trust pursuant to Section 17.03 hereof because of the limitations contained in Sections 5.03 through 5.06 hereof, shall revert to the Employer or Employers employing the Participant at the time of such termination.

18.03 Mistake of Fact or Disallowance of Deduction. If the Committee in good faith determines that (1) a Company Contribution was made by reason of a mistake of fact, or (2) a Company Contribution is conditioned on its being deductible under Code Section 404, but the Internal Revenue Service disallows such deduction, the Trustee shall, upon direction of the Committee, return the amount of the excess Company Contribution to the contributing Employer. All payments of returned Company Contributions under this Section shall be made within one year from the date of the payment of such mistaken Company Contribution or the disallowance by the Internal Revenue Service of the deduction, whichever is applicable. The amount of the excess Company Contribution shall be the excess of (1) the amount contributed over (2) the amount that would have been contributed had there not occurred a mistake of fact or had the deduction not been disallowed. Earnings attributable to the excess Company Contribution shall not be returned to the contributing Employer, but losses attributable thereto shall reduce the amount of such Company Contribution to be so returned. Furthermore, if the withdrawal of the amount attributable to the mistaken Company Contribution would cause the balance of a Participant's Account to be reduced to an amount which is less than the balance which would have been in said Account had the mistaken amount not been contributed, then the amount to be returned to the Employer under this Section will be reduced so as to avoid any such reduction.

18.04 Failure of Qualification of Plan and Trust. The initial establishment of the Plan and Trust by any Employer is contingent upon obtaining the approval of the Internal Revenue Service. In the event that the Internal Revenue Service fails initially to approve the Plan and Trust as to any Employer and the application for determination of the initial qualification of the Plan was made within the time prescribed by law for filing the Employer's Federal income tax return for the taxable year in which the Plan was adopted, or such later date as the Secretary of the Treasury may prescribe, the Trustee shall, after paying any expenses attributable to such initial establishment, return to such Employer any remaining Company Contribution made by such Employer and return to each Participant any remaining Elective Contributions After-Tax Contributions or Rollover Contributions made on behalf of such Participant. Such remaining Contributions shall be returned as promptly as practicable, but in no event later than one year after the date of the final denial of qualification of the Plan as to such Employer, including the final resolution of any appeals before the Internal Revenue Service or the courts.

ARTICLE XIX

TOP HEAVY PLAN RULES

19.01 Definitions. As used in this Article XIX:

(1) "Defined Benefit Plan" shall have the meaning set forth in Subsection 5.05(2) hereof.

(2) "Defined Contribution Plan" shall have the meaning set forth in Subsection 5.05(4) hereof.

(3) "Determination Date" shall mean with respect to any Plan Year, the last day of the preceding Plan Year, except that in the case of the first Plan Year of any plan, the last day of such first Plan Year.

(4) "Key Employee" shall mean any person employed or formerly employed (including any deceased Employee) by any Employer or Affiliated Company (and the beneficiaries of

any such person) who is, at any time during the Plan Year that includes the Determination Date, any one or more of the following:

(a) An officer of an Employer or an Affiliated Company having Limitation Year Compensation for the applicable Plan Year greater than One Hundred Thirty Thousand Dollars ($130,000), as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002.

(b) Any person owning (or considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of an Employer or an Affiliated Company or stock possessing more than five percent (5%) of the total combined voting power of such stock or more than five percent (5%) of the capital or profits interest of an Employer or an Affiliated Company which is not a corporation.

(c) A person who would be described in Subsection (b) above if "one percent (1%)" were substituted for "five percent (5%)" each place it appears in said Subsection (b), and whose aggregate annual Limitation Year Compensation from all Employers and Affiliated Companies is more than One Hundred Fifty Thousand Dollars ($150,000).

(d) Notwithstanding any other provision in the Plan to the contrary, for purposes of determining ownership under this Subsection 19.01(4), the rules of Code Sections 414(b), (c) and (m) shall not apply in defining who is an Employer.

The determination of who is a Key Employee hereunder shall be made in accordance with the provisions of Code Section 416(i)(1) and the regulations thereunder.

(5) "Key Employee Participant" shall mean a Participant in the Plan who is a Key Employee.

(6) "Limitation Year Compensation" shall have the meaning set forth in Subsection 5.05(7) hereof, except that if the Limitation Year and the Plan Year under the applicable plan are not the same, then for purposes of this Article XIX, "Plan Year" shall be substituted for "Limitation Year" every place it occurs in said Subsection 5.05(7).

(7) "Non-Key Employee" shall mean any person employed or formerly employed by any Employer or Affiliated Company, including the Beneficiaries of any such person, who is not a Key Employee.

(8) "Permissive Aggregation Group" shall mean the Required Aggregation Group, plus any other plan or plans of any Employer or Affiliated Company selected by the Sponsoring Company, provided that such selected plans, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code Sections 401(a)(4) and 410.

(9) "Required Aggregation Group" shall mean the group of plans consisting of: (a) all tax qualified plans maintained by the Employers or Affiliated Companies in which at least one Key Employee participates or participated at any time during the Plan Year containing the Valuation Date or any of the four preceding Plan Years (regardless of

whether the Plan has terminated), and (b) any other tax qualified plan maintained by the Employers or Affiliated Companies which enables a plan described in clause (a) above to meet the requirements of Code Sections 401(a)(4) or 410.

(10) "Valuation Date" shall mean: (a) in the case of a Defined Contribution Plan, the last day of the Plan Year for the appropriate plan, and (b) in the case of a Defined Benefit Plan, the date used for computing plan costs for minimum funding, regardless of whether a valuation is performed that year.

(11) All of the definitions set forth in Article II hereof and not set forth herein shall have the same meaning in this Article.

19.02 Determination of Top Heaviness.

(1) The Plan shall be a "Top Heavy Plan" with respect to any Plan Year if, as of the Determination Date for said Plan Year, any of the following conditions exists:

(a) The Top Heavy Ratio for the Plan exceeds sixty percent (60%), and the Plan is not part of a Required Aggregation Group or a Permissive Aggregation Group.

(b) The Plan is part of a Required Aggregation Group, but not part of a Permissive Aggregation Group, and the Top Heavy Ratio for the Required Aggregation Group exceeds sixty percent (60%).

(c) The Plan is part of a Required Aggregation Group and part of a Permissive Aggregation Group, and the Top Heavy Ratio for the Permissive Aggregation Group exceeds sixty percent (60%).

The top-heavy requirements of section 416 of the Code and Article XIX of the Plan shall not apply in any year, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of section 401(k)(12) of the Code and matching contributions with respect to which the requirements of section 401(m)(11) of the Code are met.

(2) The "Top Heavy Ratio" referred to in Subsection 19.02(1) above shall be determined as follows:

(a) If the Employers or Affiliated Companies maintain or have maintained one or more Defined Contribution Plans (including any simplified employee pension as defined in Code Section 408(k)) but have never maintained a Defined Benefit Plan which during the five (5) year period ending on the Determination Date(s) has covered or could cover a Participant in the Plan, the Top Heavy Ratio for the Plan alone or for the Required Aggregation Group or the Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of the account balances under the Defined Contribution Plans for all Key Employees as of the Determination Date (including any part of any such account balance distributed in the five (5) year period ending on the Determination Date), and the denominator of which is the sum of all account balances under the Defined Contribution Plans for all Participants as of the Determination Date (including any part of any such account balance distributed in the five (5) year period

ending on the Determination Date), both computed in accordance with Code Section 416 and the regulations thereunder.

Both the numerator and the denominator of the Top Heavy Ratio shall be increased to reflect any contribution not actually made as of the appropriate Determination Date but which is required to be taken into account on that date under Code Section 416 and the regulations thereunder. In determining the account balances which have been distributed in the five (5) year period ending on the Determination Date, distributions under a terminated plan shall be included, provided such terminated plan, if it had not been terminated, would have been included in a Required Aggregation Group.

(b) If the Employers or Affiliated Companies maintain one or more Defined Contribution Plans (including any simplified employee pension as defined in Code Section 408(k)) and maintain or have maintained one or more Defined Benefit Plans which during the five (5) year period ending on the Determination Date(s) have covered or could cover a Participant in the Plan, the Top Heavy Ratio for any Required Aggregation Group or Permissive Aggregation Group is a fraction, the numerator of which is the sum of account balances under the aggregated Defined Contribution Plans for all Key Employees determined in accordance with Subsection 19.02(2)(a) above, and the present value of accrued benefits under the aggregated Defined Benefit Plans for all Key Employees, both calculated as of the Determination Date, and the denominator of which is the sum of the account balances under the aggregated Defined Contribution Plans for all participants determined under Subsection 19.02(2)(a) above, and the present value of accrued benefits under the Defined Benefit Plans for all participants, both calculated as of the Determination Date, all determined in accordance with Code Section 416 and the regulations thereunder.

The accrued benefits under a Defined Benefit Plan in both the numerator and denominator of the Top Heavy Ratio are increased for any distribution of an accrued benefit made in the five (5) year period ending on the appropriate Determination Date. In determining the account balances or accrued benefits which have been distributed in the five (5) year period ending on the Determination Date, distributions under a terminated plan shall be included, provided such terminated plan, if it had not been terminated would have been included in a Required Aggregation Group.

(c) For purposes of Subsections (a) and (b) above, the value of account balances and the present value of accrued benefits shall be determined as of the most recent Valuation Date that falls within or ends with the twelve (12) month period ending on the Determination Date except as provided in Code Section 416 and the regulations thereunder for the first and second plan years of a Defined Benefit Plan. The present value of accrued benefits under Defined Benefit Plans shall be determined using the single accrual method used for all plans of the Employers and Affiliated Companies, or if no such single method exists, using a method which results in benefits accruing not more rapidly than the slowest accrual rate permitted under Code Section 411(b)(1)(C) as of said Valuation Date as if the person voluntarily terminated employment as of such Valuation Date.

For Plan Years beginning prior to January 1, 1987, the present value of accrued benefits shall be determined under the provisions of the applicable Defined Benefit Plan without regard to the preceding sentence. If any Participant was a Key Employee as set forth in Subsection 19.01(4) above for any prior Plan Year, but such Participant ceases to be a Key Employee for any Plan Year, such Participant's account balances and accrued benefits shall not be taken into account for purposes of determining whether or not the Plan is a Top Heavy Plan or a Super Top Heavy Plan as of the Determination Date of said Plan Year. Accounts and accrued benefits shall be calculated to include all amounts attributable to both contributions by an Employer or an Affiliated Company and contributions by persons employed by the Employer or Affiliated Company, but shall exclude amounts attributable to voluntary deductible contributions by said persons.

The calculation of the Top Heavy Ratios, and the extent to which distributions, rollovers and transfers are taken into account shall be made in accordance with Code Section 416 and the regulations thereunder. When aggregating plans for purposes of a Permissive Aggregation Group or a Required Aggregation Group, the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

Notwithstanding the provisions of Subsections 19.02(2)(a) and 19.02(2)(b) above, in determining the fractions referred to therein, there shall not be taken into account the accrued benefits or account balances of any person who has not performed services for any Employer or Affiliated Company maintaining any Defined Contribution Plan or Defined Benefit Plan referred to in such Subsections at any time during the five (5) year period ending on the Determination Date.

(d) Notwithstanding the provisions of this Subsection 19.02(2), this paragraph (d) shall apply for purposes of determining the present values of accrued benefits under Defined Benefit Plans and the amounts of account balances under Defined Contribution Plans as of the Determination Date(s) for purposes of this Subsection 19.02(2).

(i) The present values of accrued benefits and the amounts of account balances of an employee as of the Determination Date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

(ii) The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.

19.03 Minimum Requirements. Notwithstanding any other provision of the Plan to the contrary, if the Plan is a Top Heavy Plan for any Plan Year, then the following provisions shall apply:

(1) Vesting. Any Participant who is credited with an Hour of Service in the first Plan Year in which the Plan is a Top Heavy Plan, or in any subsequent Plan Year after such first Plan Year (whether or not the Plan is a Top Heavy Plan in such subsequent Plan Year) shall have his percentage of vested benefits owing upon a Termination of Employment determined pursuant to Section 10.01 hereof.

(2) Required Minimum Allocation of Company Contributions. Except as otherwise provided in this Article XIX and notwithstanding any other provision of the Plan to the contrary, for any Plan Year in which the Plan is a Top Heavy Plan, the Company Contributions and Forfeitures, if any, allocated on behalf of each Participant who is a Non-Key Employee shall not be less than the lesser of: (a) three percent (3%) of such Participant's Limitation Year Compensation, or (b) the largest percentage of Elective Contributions, Forfeitures and Company Contributions as a percentage of the Key Employee Participant's Compensation, allocated on behalf of any Key Employee Participant for that Plan Year; provided, however, that the provisions of clause (b) hereof shall not apply to any plan included in a Required Aggregation Group if such plan enables a Defined Benefit Plan included in such Required Aggregation Group to meet the requirements of Code Section 401(a)(4) or 410. The minimum allocation provided for herein shall be determined without taking into account any Social Security contributions and shall be made without regard to any contrary provisions of the Plan regarding the allocation of Company Contributions to affected Participants which might otherwise result in such Participant being entitled to no allocation or a lesser allocation due to the Participant's failure to complete one thousand (1,000) Hours of Service (or the equivalent) during the Plan Year, the Participant's failure to make mandatory employee contributions, or, in the case of a cash or deferred arrangement, elective contributions, or the Participant's failure to earn a stated amount of Compensation; provided, however, that such minimum allocation shall not be required to be made on behalf of any Participant who is not actively employed by an Employer on the last day of the applicable Plan Year. For purposes of this Section 19.03, all Defined Contribution Plans required to be included in a Required Aggregation Group shall be treated as one plan.

Matching contributions, if any, shall be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and the requirements of this Article XIX. The preceding sentence shall apply with respect to matching contributions or, if the Plan provides that the minimum contribution requirement shall be met in another plan, matching contributions under such other plan. Matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401(m).

Any minimum allocation required (to the extent required to be nonforfeitable under Code Section 416(b)) may not be forfeited under Code Section 411(a)(3)(B) or 411(a)(3)(D).

19.04 Minimum Benefits for Employers or Affiliated Companies Maintaining Defined Benefit Plans. If any Participant who is a Non-Key Employee is also a participant under a Defined Benefit Plan maintained by an Employer or Affiliated Company which is also a Top Heavy Plan, then Subsection 19.03(2) shall not apply, and if the Plan is to provide the minimum top heavy

benefits, such Participant shall receive an allocation of Company Contributions and Forfeitures in an amount no less than five percent (5%) of such Participant's Compensation under the Plan for the applicable Plan Year. Such allocation shall be made without regard to the amount allocated under the Plan on behalf of any Key Employee Participant for such Plan Year. For purposes of this Section 19.04, all Defined Contribution Plans required to be included in a Required Aggregation Group shall be treated as one plan.

19.05 Minimum Benefits for Employers or Affiliated Companies Maintaining Defined Contribution Plans. The minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of section 401(k)(12) of the Code and matching contributions with respect to which the requirements of section 401(m)(11) of the Code are met). The top-heavy minimum benefit requirement of section 416(c) of the Code shall be met in accordance with Section 19.04.

ARTICLE XX

MISCELLANEOUS

20.01 Effect of Bankruptcy and Other Contingencies Affecting an Employer. Neither the bankruptcy, receivership, insolvency, liquidation, dissolution, merger, consolidation or reorganization of an Employer, or any other eventuality affecting the Employer, shall terminate the Trust or render ineffectual the Plan or discharge any Employer from any liabilities to the Trust for which it shall already have become obligated, but the same shall continue in full force and effect as though such eventuality had not occurred; however, the Committee shall in such event be authorized hereby to make any and all rules and regulations not inconsistent with the purposes of the Plan as shall be necessary to deal with such change in the situation of the Plan and Trust.

20.02 Benefits Payable by Trust. All benefits payable under the Plan shall be paid or provided for solely from the Trust Fund. No Employer assumes any liability or responsibility therefor.

20.03 Withholding. The Plan Administrator shall determine whether or not federal income tax withholding is required with respect to any distribution or withdrawal hereunder, shall direct the Trustee to withhold any amounts required by law to be withheld, and shall furnish the Trustee with any information required by Treasury regulations regarding withholding. Notwithstanding any other provision of the Plan to the contrary, all rights and benefits of a Participant, Beneficiary or Alternate Payee are subject to withholding of any tax required by law to be withheld.

20.04 Interpretation of the Plan and Trust. It is the intention of the Employers that the Plan, and the Trust established by the Employers to implement the Plan, shall comply with the provisions of Code Sections 401 and 501 and the requirements of ERISA, and the corresponding provisions of any subsequent laws, and the provisions of the Plan and Trust Agreement shall be construed to effectuate such intention.

20.05 Provisions Hereof for Sole Benefit of Parties Hereto and Participants. All of the covenants, stipulations and agreements contained in the Plan are and shall be for the sole and exclusive benefit of and binding upon the parties hereto, their successors and assigns, and the Participants and their Beneficiaries.

20.06 Article and Section Headings. The titles or headings of the respective Articles and Sections in the Plan are inserted merely for convenience and shall be given no legal effect.

20.07 Formal Action by Employer. Any formal action herein permitted or required to be taken by an Employer shall be:

(1) if and when a partnership, by written instrument executed by one or more of its general partners or by written instrument executed by a person or group of persons who has been authorized by written instrument executed by one or more general partners as having authority to take such action;

(2) if and when a proprietorship, by written instrument executed by the proprietor or by written instrument executed by a person or group of persons who has been authorized by written instrument executed by the proprietor as having authority to take such action;

(3) if and when a corporation, by resolution of its board of directors or other governing board, or by written instrument executed by a person or group of persons who has been authorized by resolution of its board of directors or other governing board as having authority to take such action;

(4) if and when a joint venture, by written instrument executed by one of the joint venturers or by written instrument executed by a person or group of persons who has been authorized by written instrument executed by one of the joint venturers as having authority to take such action; or

(5) if and when a limited liability corporation, by written instrument executed by one or more of its members or by written instrument executed by a person or group of persons who has been authorized by written instrument executed by one or more of its members as having authority to take such action.

20.08 Applicable Law. The Plan shall be governed by the laws of the State of Texas to the extent not preempted by applicable federal law.

20.09 Limitation on Filing a Legal Action. Any Participant or Designated Beneficiary who disagrees with: (1) the contents of any benefit account statement such individual receives, (2) any electronically available information on the Participant's or Designated Beneficiary's Account, or (3) any claim appeal denial with respect to a benefit under the Plan, must file, after exhausting the Plan's administrative appeal process provided under the Plan's summary plan description, a complaint in a Federal District Court to dispute such determination within the later of (a) three (3) years of the earlier of (i) the date on which such statement was received by the Participant or Designated Beneficiary, or (ii) the date on which the electronic communication of the Account information was received by the Participant or Designated Beneficiary, or (iii) the date on which the attached statement was available on-line to the Participant or Designated Beneficiary, whichever is first; or (b) one (1) year after such claim was denied upon appeal or deemed denied.

20.10 Multiple Functions. Any person or group of persons may serve in more than one capacity with respect to the Plan, including some capacities which may be settlor functions and some which may be fiduciary. An action taken in one capacity does not alter any action taken in another different capacity or alter the nature of such other actions.

IN WITNESS WHEREOF, ClubCorp USA, Inc. has caused the Plan to be executed by its duly authorized representative this 20th day of January, 2017.

CLUBCORP USA, INC.

By: _____
Name: Brenda Keiser
Title: Secretary

4820-5354-6782.7

INDIVIDUAL INVESTMENT PLAN

SCHEDULE A

This Schedule A forms a part of the Individual Investment Plan and contains a list of Affiliated Companies that that have adopted the Plan pursuant to Article XIV of the Plan.

ADOPTING AFFILIATED COMPANIES AS OF JANUARY 1, 2017

Akron Management Corp.
Anthem Golf, LLC
April Sound Management Corp.
Athletic Club at the Equitable Center, Inc.
AZ Club, LLC
Bay Oaks Country Club, Inc.
Bermuda Run CC, LLC
Bernardo Heights CC, LLC
Bluegrass Club, LLC
Brookfield CC, LLC
Brookhaven Country Club, Inc.
CCFL, Inc.
CCS, LLC
Carrituck Golf, LLC
Centre Club, Inc.
Citrus Club, Inc.
City Club of Washington, Inc.
Club at Boston College, Inc.
ClubCorp Airways Golf, Inc.
ClubCorp Braemar Country Club, Inc.
ClubCorp Bunker Hill Club, Inc.
ClubCorp Canyon Crest Country Club, Inc.
ClubCorp Crow Canyon Management Corp.
ClubCorp Desert Falls Country Club, Inc.
ClubCorp Financial Management Company
ClubCorp CGCC, Inc.
ClubCorp Coto Property Holdings, Inc.
ClubCorp GCL Corporation
ClubCorp Gen Par of Texas, L.L.C.
ClubCorp Golf of California, L.L.C.
ClubCorp Golf of Florida, LLC
ClubCorp Golf of North Carolina, LLC
ClubCorp Granite Bay Management, Inc.
ClubCorp Hamlet, LLC
ClubCorp Hartefeld, Inc.
ClubCorp International Resource Company
ClubCorp IW Golf Club, Inc.
ClubCorp Mission Hills Country Club, Inc.
ClubCorp NV, Inc.
ClubCorp NV I, LLC
ClubCorp NV II, LLC
ClubCorp NV III, LLC
ClubCorp NV IV, LLC
ClubCorp NV V, LLC
ClubCorp NV VI, LLC
ClubCorp NV VII, LLC
ClubCorp of Columbus, Inc.
ClubCorp Partner Valley Country Club, Inc.
ClubCorp Porter Valley Country Club, Inc.
ClubCorp Rolling Green, LLC
ClubCorp San Jose Club, Inc.
ClubCorp Shadow Ridge Golf Club, Inc.
ClubCorp Spring Valley Lake Country Club, Inc.
ClubCorp LSprings, L.P.
ClubCorp Symphony Towers Club, Inc.
ClubCorp Teal Bend Golf Club, Inc.
ClubCorp TTC, LLC
ClubCorp Turkey Creek Golf Club, Inc.
ClubCorp USA, Inc.
ClubCorp Willow Creek, LLC
ClubCorp Wind Watch, LLC
Columbia Tower Club, Inc.
Countryside Country Club, Inc.
Currituck Golf, LLC
Dayton Racquet Club, Inc.
DeBary Management Corp.
Diamante, A Private Gold Membership Club, LLC
Diamante Golf Club Partners, Inc.
Diamond Run Club, Inc.
Empire Ranch, LLC
Fair Oaks Club Corp.
Firethorne CC, LLC
Ford's Colony CC, LLC
Fort Bend Acquisition Corp.
GCC Asset Management, Inc.
Golf Management Co. for Aspen Glen, Inc.
GRanch Golf Club, Inc.
Greenbriar Country Club, Inc.
Greenspoint Club, Inc.
Hackberry Creek Country Club, Inc.
Harbour Club of Charleston, Inc.
Hearthstone Country Club, Inc.
Heritage CC, LLC
Hill Country Golf, Inc.
Houston City Club, Inc.
HPG, L.C.
Hunter's Green Acquisition Corp.
Indigo Run Asset Corp.
Irving Club Acquisition Corp.
Kingwood Country Club, Inc.

Knollwood Country Club, Inc.
La Cima Club, Inc.
MAC Club, LLC
Manager for CCHH, Inc.
Marsh Creek CC, LLC
Memorial Stadium Club Management Corp.
Memphis City Club, Inc.
Monarch EP Management Corp.
New England Country Club Management, Inc.
Northwood Management Corp.
Oak Pointe Country Club, Inc.
Oakmont Management Corp.
OVCC, LLC
Piedmont Club, Inc.
Piedmont Golfers' Club LLC
Pyramid Club Management, Inc.
Queens Harbour Corporation
Renaissance Club, Inc.
RGCC, LLC
Richardson Country Club Corp.
River Creek Country Club, Inc.
Rivers Club, Inc.
Santa Rosa CC, LLC
Sequoia Golf, LLC
Sequoia Golf Bentwater, LLC
Sequoia Golf Black Bear, LLC
Sequoia Golf Blackstone, LLC
Sequoia Golf Braselton, LLC
Sequoia Golf Cateechee Management, LLC
Sequoia Golf Eagle Watch, LLC
Sequoia Golf Georgia National, LLC
Sequoia Golf Georgian Management, LLC
Sequoia Golf Healy Point, LLC
Sequoia Golf Heron Bay, LLC
Sequoia Golf HM, LLC
Sequoia Golf Lake Windcrest, LLC
Sequoia Golf Magnolia Creek, LLC
Sequoia Golf Manor, LLC
Sequoia Golf Mirror Lake, LLC
Sequoia Golf North Atlanta, LLC
Sequoia Golf Olde Atlanta, LLC
Sequoia Golf Peachtree, LLC
Sequoia Golf Planterra Ridge, LLC
Sequoia Golf River Forest, LLC
Sequoia Golf South Shore, LLC
Sequoia Golf Whitewater, LLC
Sequoia Golf Windermere, LLC
Sequoia Golf Woodlands, LLC
Sequoia Management Services, LLC
Sequoia Tennis Management, LLC
Silver Lake Management Corp.
Skyline Club, Inc.
Southern Trace Country Club of Shreveport, Inc.
Stonebriar Management Corp.
Stonehenge Club, Inc.
Summit Club, Inc.
Tampa Palms Club, Inc.
Temple Hills CC, LLC
The Buckhead Club, Inc.
The Club at Canyon Gate of Las Vegas, Inc.
The Club at Cimarron, Inc.
The Club at Society Center, Inc.
The Downtown Club, Inc.
The Metropolitan Club of Chicago, Inc.
The Plaza Club of San Antonio, Inc.
The Summit Club, Inc.
Timarron Golf Club, Inc.
Tower City Club of Virginia, Inc.
Tower Club of Dallas, Inc.
Tower Club, Inc. (FL)
Town Point Club, Inc.
Treesdale Country Club, Inc.
UNC Alumni Club Management, Inc.
University Club Management, Inc.
University Club, Inc.
Walnut Creek Management Corporation
Wildflower Country Club, Inc.
Willow Creek Management, Inc.
Woodside Plantation Country Club, Inc.
191 CC Operating Co., LLC