BENCOR
NATIONAL GOVERNMENT
EMPLOYEES RETIREMENT PLAN™

Basic Plan Document 01

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ARTICLE 1

PREAMBLES

This plan, as set forth on this and the following pages, is sponsored by and distributed to government unit employers by BENCOR, Inc. ("BENCOR"), and is known as the BENCOR National Government Employees Retirement Plan™ ("BENCOR Plan"). The BENCOR Plan, together with the adoption agreement executed by the Employer ("Adoption Agreement"), shall constitute the Employer's retirement plan for eligible employees, shall be known by the name set forth in the Adoption Agreement, and shall be referred to herein as the "Plan."

Section 1.01 Establishment of Plan. Effective as of the original effective date provided in Part 1(g) of the Adoption Agreement, the Employer has adopted the Plan for the purpose of providing retirement benefits for eligible employees.

Section 1.02 Effective Dates. The Plan is generally effective as of the original effective date provided in Part 1(g) of the Adoption Agreement. However, if the Employer is adopting the BENCOR Plan as a means of amending and restating its existing retirement plan, the amendment and restatement is generally effective as of the date provided in Part 1(h) of the Adoption Agreement, subject to the following sections of the Plan being effective as indicated below:

Section	Subject	Effective Date
3.04(c)(7)	Rollover contribution from Simple Retirement Arrangement	Contributions after December 18, 2015
5.01	Definition of Normal Retirement Age	Plan Years beginning on and after January 1, 2015
602(f)(2)	Rollover distribution to Simple Retirement Arrangement	Distributions after December 18, 2015
7.06	Marriage and Definition of "spouse"	June 26, 2013

Section 1.03 Applicable Law. The Plan is intended to be a profit-sharing plan and to satisfy those requirements of the Internal Revenue Code of 1986, as amended ("Code"), that apply to governmental entities. Where not governed by such provisions of the Code, by related Treasury Regulations, or by other federal laws, the Plan shall be administered and construed in accordance with the applicable local law of the state within which the Employer is located. It is further intended that the Plan constitute a governmental plan as defined in Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended, and that as such, the Plan is exempt from the requirements of that statute pursuant to its Section 4(a).

Section 1.04 Defined Terms. Throughout the BENCOR Plan, various terms are used repeatedly, which terms have very specific and definite meanings when capitalized in the text. For convenience, such terms are collected and defined in Article 11. Wherever such capitalized terms appear in the BENCOR Plan or in the Adoption Agreement, they shall have the meanings specified in that article.

ARTICLE 2

ELIGIBILITY AND PARTICIPATION

Section 2.01 Eligibility. In order to be eligible to participate in the Plan, an individual must be within the eligible class of Employees described in Part 3 of the Adoption Agreement for the various types of contributions provided under the Plan. An eligible individual shall complete such enrollment forms as may be required by the Administrator. It shall be the responsibility of the Employer to certify to the Administrator the names of Employees eligible for the Plan, and no other party to the Plan shall have any responsibility with respect to such determination. If an eligible Employee is omitted in error or an ineligible Employee is included in error, correction for either such failure shall be made in accordance with those requirements of the Employee Plans Compliance Resolution System ("ERCRS") program described in Rev. Proc. 2016-51 that apply in the situation presented.

Section 2.02 Participation.

(a) Meaning of Participation. Participation entitles an individual to have maintained on the books and records of the Plan an Account in his/her name to which allocations may be made in accordance with Article 3. However, mere participation in the Plan does not entitle a Participant to a benefit from the Plan. A Participant will receive a benefit only if allocations are made to his/her Account over his/her period of participation pursuant to Article 3.

(b) Commencement of Participation. (1) An individual who was participating in the Plan prior to its amendment and restatement, if applicable, and who had not ceased participation for any reason, shall continue participating in the Plan as amended and restated. (2) An individual who as of the day prior to the Effective Date had satisfied the applicable eligibility requirements, but who was not participating in the Plan prior to such date, shall commence participation in the Plan on the Effective Date. (3) Any other individual shall commence participation in the Plan on the later of the Effective Date or the first day of his/her employment within the eligible class of Employees described in Section 2.01 of the Plan and Part 3 of the Adoption Agreement.

(c) Termination of Participation. Participation in the Plan shall terminate for a Participant on his/her date of termination of employment, although an Account will be maintained for him/her until that Account has been credited with any contributions earned prior to termination of employment under Article 3 and the Account balance has been fully distributed as provided by Article 6.

(d) Resumption of Participation. Subject to the rules in Section 7.01, an individual whose participation has terminated pursuant to paragraph (c) above shall resume participation as of his/her date of reemployment, provided he/she then is within an eligible class of Employees described in Part 3 of the Adoption Agreement.

(e) Waiver of Participation. Participation in the Plan is mandatory, and an individual who meets the requirements for participation in the Plan may not elect to waive participation.

ARTICLE 3

CONTRIBUTIONS

Section 3.01 Sources of Contributions. Depending upon the Employer's selections made in Part 4 of the Adoption Agreement, both the Employer and Employees may make contributions under the Plan. Employer contributions shall be made as provided in Sections 3.02 and 3.03, as applicable. Rollover contributions by Employees shall be made as provided in Section 3.04. No other Employer or Employee contributions are permitted or required under the Plan, and no contributions may be made by or on behalf of any individual whose employment with the Employer has terminated, except under any grace period allowed by law for the making of contributions with respect to his/her period of service with the Employer prior to termination of employment.

Section 3.02 Employer Basic Contributions.

(a) Amount. For each Plan Year, the Employer shall make basic contributions to an Account on behalf of each Participant who is described in Part 3(a)(i) of the Adoption Agreement in the amount specified in Part 4(a) of the Adoption Agreement. Contributions under Part 4(a)(i) shall be made on an employee salary reduction basis and are not includible in gross income of the Participant for federal income tax purposes due to their nature as employer pick-up contributions under Code Section 414(h)(2) and by satisfying the requirements of Rev. Ruls. 81-35, 81-36, 87-10 and 2006-43, namely that (1) the Employer has taken action, evidenced in writing and prospective in effect, that contributions on behalf of a specified class of employees, although designated as employee contributions, will be paid by the Employer (even if through a reduction of the employee's salary or an offset against future salary increases), and (2) no Participant shall have a cash or deferred election with respect to the designated contributions or be permitted to opt out of the pick-up. All other Employer contributions under this section shall be nonelective Employer contributions.

(b) Payment. Contributions made under this section that are required by Part 4(a)(i) of the Adoption Agreement shall be deducted from the Participant's salary for each pay period and paid to the Fund by the Employer in such manner, and at such times during the Plan Year, as prescribed by the Trustee, but not later than the earliest date on which such contributions reasonably can be segregated from the Employer's assets and in no event later than the 15th day of the calendar month following the calendar month in which the Participant's salary was reduced to reflect the contributions. All other Employer basic contributions specified by Part 4(a) of the Adoption Agreement shall be paid to the Fund at the time or times established by the Trustee, or at such later date as the Employer determines, but in no event later than the 15th day of the tenth calendar month following the close of the Employer's fiscal year with or within which the Plan Year ends.

(c) Reversion. In no event shall any contribution made under the Plan by the Employer, or income on any such contribution, revert to the Employer, except to the extent provided by this paragraph. All amounts paid to the Fund pursuant to this section by the Employer shall be used and applied for the exclusive benefit of Participants and their Beneficiaries; provided, that for this purpose, payment of expenses out of Plan assets shall be considered paid for such exclusive benefit. Notwithstanding the foregoing or any other provision of the Plan to the contrary, a contribution made to the Fund by the Employer may be returned to the Employer if such contribution is made by the Employer by mistake of fact, provided that the contribution is returned to the Employer within one year after payment of the contribution. Employer pick-up contributions shall be irrevocable and in no event may they revert to the Employer.

(d) Allocation. Subject to the limitations of Section 7.03, a contribution made pursuant to this section shall be allocated to the Participant's Account as of the Accounting Date immediately following the date the contribution is made, and in all cases no later than the last day of the Plan Year.

(e) Vesting. A Participant's Account attributable to contributions under this section shall be 100% nonforfeitable (subject, however, to investment gains and losses and allocable expenses).

Section 3.03 Employer Special Pay Contributions.

(a) Amount. For each applicable Plan Year, the Employer shall make special pay contributions to the Plan of a Participant's accumulated sick and vacation leave as provided by Part 4(b) of the Adoption Agreement. Such special pay contributions shall be made to an Account on behalf of each Participant who is described in Part 3(a)(ii) of the Adoption Agreement in the amount specified in Part 4(b) of the Adoption Agreement. For purposes of this section and Part 4(b) of the Adoption Agreement, accumulated sick and vacation leave means paid time off work that is unused and cannot be received by the Participant, at his/her election, in the form of current cash in lieu of the time off work.

(b) Payment. The special pay contributions of the Employer, as determined under paragraph (a) above, shall be paid to the Fund no later than the 15th day of the tenth calendar month following the close of the Employer's fiscal year with or within which the Plan Year ends.

(c) Reversion. Reversion of Employer special pay contributions, or income on any such contributions, shall be subject to the same limitations as set forth in Section 3.02(c) above.

(d) Allocation. Subject to the limitations of Section 7.03 and the last sentence of this paragraph, Employer special pay contributions made under this section shall be allocated to and among the Accounts of eligible Participants (as described in Part 3(a)(ii) of the Adoption Agreement) as of the Accounting Date nearest the date each such contribution is made, and in

all cases no later than as of the last day of the Plan Year, in the manner described in Part 4(b) of the Adoption Agreement. Provided, however, that in no event will an allocation to any Participant under Part 4(b) of the Adoption Agreement exceed the sum of the Participant's accumulated sick and vacation leave pay (other than regular wages) as selected in the Adoption Agreement, for any Plan Year.

(e) Vesting. A Participant's Account attributable to special pay contributions made under this section shall be 100% nonforfeitable (subject, however, to investment gains and losses and allocable expenses).

Section 3.04 Employee Rollover Contributions.

(a) Amount. Any Employee who is a Participant, or who is eligible to become a Participant under Part 3 of the Adoption Agreement, may pay to the Fund, or arrange for the direct transfer to the Fund from another eligible retirement plan, provided that in each case the Administrator agrees, a contribution of an amount which qualifies for rollover treatment to a Code Section 401(a) qualified retirement plan under Code Section 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) or 457(e)(16)(A).

(b) Payment. Except in the case of a direct rollover, an Employee's rollover contribution to the Plan must be made to the Fund not later than the 60th day after the day on which he/she received the distribution that is eligible for rollover.

(c) Limitation. An Employee may not roll over to the Plan: (1) a contribution which exceeds in value the amount received (or the proceeds of the sale of property received) in a distribution described in paragraph (a); (2) any amounts representing after-tax Employee contributions made under any other plan and in which the Employee has other than a zero income tax basis, unless the Administrator agrees to account separately for such amounts, including separately accounting for the portion of the rollover which is includible in gross income and the portion which is not so includible; (3) any amount representing a lifetime annuity payment or a periodic distribution over a period of ten years or more as described in Code Section 402(c)(4)(A); (4) any amount that is a required distribution under Code Section 401(a)(9); (5) any amount the Employee has received from a plan in his capacity as a non-spouse beneficiary of a deceased individual participant in that plan; (6) any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) or (7) a distribution from a SIMPLE Retirement Account as defined in Code Section 408(p) unless the contribution is made after December 18, 2015 and the Employee making the contribution had been participating in a salary reduction arrangement under the SIMPLE Retirement Arrangement for a period of at least two years.

(d) Reversion. Rollover contributions in no event may revert to the Employer.

(e) Allocation. A rollover contribution made by a Participant pursuant to this section shall be allocated to the Participant's Rollover Contribution Account as of the Accounting Date

immediately following the date the contribution is made. Prior to such Accounting Date, or if the Employee has not yet become a Participant under the Plan, any such contribution shall be allocated to a temporary account, and as of the next Accounting Date, or if later, as soon as the Employee does become a Participant, any such amount in this temporary account shall become a regular Rollover Contribution Account which shall be part of the Participant's Account.

(f) Vesting. A Participant's Account attributable to a rollover contribution shall be 100% nonforfeitable (subject, however, to investment gains and losses and allocable expenses).

ARTICLE 4

ADJUSTMENT OF ACCOUNTS

Section 4.01 Individual Accounts. There shall be reflected on the books and records of the Plan sufficient entries to disclose the interest of each Participant and each Beneficiary of a deceased Participant. Such entries shall be in the form of individual Accounts. However, the maintenance of these Accounts is only for accounting purposes. Similarly, the fact that individual Accounts are maintained shall not be construed to mean that any Participant or Beneficiary has title to any specific assets of the Plan. Each Account may be further divided into separate sub-accounts to receive and hold contributions having a particular characterization, as determined by the Administrator.

Section 4.02 Allocation Procedures.

(a) Earnings, Gains, Losses and Expenses. The earnings, gains and losses of the investments in the Fund and expenses of the Fund's investments and of the Plan, shall be determined periodically and allocated to Accounts pursuant to the procedures established by the Administrator. In no event shall such allocations be made less frequently than annually, and for purposes of each allocation, assets shall be valued at fair market value.

(b) Contributions. Contributions made pursuant to Article 3 shall be credited to Accounts at the time and in the manner provided by that article.

(c) Distributions. Distributions made pursuant to Article 6 shall be charged to Accounts in accordance with the rules of that article.

Section 4.03 Participant Statements. Periodically, as required by law, the Administrator shall prepare and provide to Participants individual statements of their Accounts showing the market value of each Account as of the most recent Accounting Date, along with contributions, distributions and adjustments since the last Accounting Date and such other information as is deemed appropriate by the Administrator.

Section 4.04 Directed Investments.

(a) Right To Direct Investments. Notwithstanding any other provisions of the Plan, to the extent provided in Part 5 of the Adoption Agreement, each Participant may direct, by written instruction in such form and at such time as prescribed by the Administrator, the investment of his/her Account among investments made available for directed investments pursuant to paragraph (b) below.

(b) Available Investments. Such directed investments shall be selected by the Participant from investments made available by the Investment Provider. Provided, however,

that no investment which would constitute a prohibited transaction under Code Section 4975 or which is a collectible shall be made available. For this purpose, a collectible includes any work of art, rug, antique, metal, gem, stamp, coin, alcoholic beverage or any other tangible personal property specified by the Secretary of the Treasury. The Administrator may, from time to time, set minimum dollar amounts that a Participant may direct in any investment or the frequency with which Participants may direct purchases and sales, or the Investment Provider may set similar restrictions to avoid unwarranted transactional costs and undue administrative burdens or to comply with applicable securities trading rules.

(c) Effects of Investment Directions.

(1) Notwithstanding any other provisions of the Plan, there shall be a separate accounting for the investments which have been directed by a Participant pursuant to this section.

(2) A Participant directing investment of his/her Account pursuant to this section shall not, to the extent of the portion of his/her Account balance affected by the direction, be entitled to any adjustment of his/her Account for earnings, gains, losses or expenses of the Fund pursuant to Section 4.02. Rather, such a Participant shall be entitled only to those earnings and investment gains or losses as are experienced by the specific investments of his/her Account (less any expense incurred by the Plan in carrying out the Participant's investment directions), plus any amount allocated to the part of his/her Account, if any, for which he/she does not direct investments.

(3) The Employer, the Trustee, the Administrator, the Investment Provider and BENCOR shall have no liability to any Participant or Beneficiary or any other person for any loss arising from an investment or sale made pursuant to a direction by a Participant.

(d) Effective Date of Investment Directions. All investment directions made pursuant to this section shall be effective on regular dates as determined by the Trustee and the Investment Provider, subject to applicable securities rules, and communicated to Participants by the Administrator, which dates may, but need not, coincide with the valuation and Accounting Dates established pursuant to the Plan.

ARTICLE 5

RETIREMENT AND OTHER TERMINATION OF EMPLOYMENT

Section 5.01 Retirement.

(a) Normal Retirement Age. Because of its status as a governmental plan as described by Code Section 414(d), the Plan is not required to specify or define a Normal Retirement Age unless a Participant may receive an in-service distribution prior to attaining age 62 under the specific Plan terms. If, however, a Normal Retirement Age is defined in Part 2(e) of the Adoption Agreement, a Participant may retire as of any date coincident with or following his/her attainment of such age. A Participant who continues to be actively employed by the Employer after reaching his/her Normal Retirement Age shall continue to be a Participant in the Plan while he/she remains so employed by the Employer, and he/she may retire on any date thereafter. Participants always are 100% vested in all contributions made under the Plan, without regard to attainment of Normal Retirement Age or any other age.

(b) Distribution. A Participant who retires under this section shall be entitled to distribution of his/her Account balance at the time and in the manner provided by Article 6.

Section 5.02 Disability.

(a) Pre-Retirement Disability. In the event of a Participant's disability prior to his/her termination of employment with the Employer, the Participant shall be considered to have taken a disability retirement as of the first day of the month following the month in which the Employer so determines the Participant's disability. Upon such disability retirement, the Participant's Account shall become payable to the Participant.

(b) Post-Retirement Disability. A Participant's disability occurring after his/her termination of employment with the Employer shall have no impact on the timing of any distributions under the Plan.

(c) Definition of Disability. Disability means a physical or mental condition of a Participant supported by medical evidence and resulting from bodily injury, disease or mental disorder which renders him/her incapable of continuing his/her usual and customary employment with the Employer and which is expected to be of indefinite duration. The Employer may require the Participant to submit to medical examinations for the purpose of verifying his/her disability. Standards for the determination of disability shall be uniformly applied to all Participants.

(d) Distribution. A Participant who becomes disabled as provided in paragraph (a) of this section shall be entitled to distribution of his/her Account balance at the time and in the manner provided by Article 6.

Section 5.03 Death.

(a) Pre-Retirement Death. In the event of a Participant's death prior to his/her termination of employment with the Employer, the entire balance of such Participant's Account shall become payable to the Participant's Beneficiary.

(b) Post-Retirement Death. In the event of a Participant's death after his/her termination of employment with the Employer, any undistributed balance of the Participant's Account shall become payable to the Participant's Beneficiary. Provided, however, that if payments to the Participant had commenced prior to his/her death in the form of an annuity, then the amount, if any, of continuing payments, the duration thereof, and the recipient of the same, shall be determined solely by the terms of the annuity contract.

(c) Designation of Beneficiary. (1) Each Participant may submit a designation of Beneficiary to the Administrator. Any such designation may be changed from time to time by the Participant by filing a new designation with the Administrator. Every Participant's designation shall specify the share to be received by each Beneficiary. A Participant's designation of Beneficiary shall be made on a form prescribed by, provided by, filed with and accepted by the Administrator. (2) If any Participant fails to designate a Beneficiary, has not properly completed a valid designation form, or if all Beneficiaries who are designated have predeceased the Participant, any balance in the Account shall be paid to the Participant's surviving spouse, or if the Participant's spouse does not survive, then to the Participant's children who survive him/her in equal shares, or if there are no surviving children and no surviving spouse, then to the Participant's estate. (3) If a Beneficiary fails to survive the Participant, that Beneficiary's share shall be divided equally between or among the remaining Beneficiaries of the same class who do survive the Participant, unless specified otherwise by the Participant in his/her Beneficiary Designation. (4) If a Beneficiary survives the Participant but fails to collect all amounts payable on behalf of the Beneficiary from the Participant's Account prior to the Beneficiary's death, the balance shall be paid to the Beneficiary's estate, unless specified otherwise by the Participant in his/her Beneficiary designation. (5) If a Beneficiary cannot provide a valid receipt because the Beneficiary is a minor, is incapacitated or for other reason, the Beneficiary's share may be paid to the Beneficiary's parent, guardian or conservator who can provide a valid receipt, and such payment shall fully discharge from the liability the Plan, the Employer, the Trustee and the Administrator. (6) In the case of any dispute or uncertainty regarding the identity or share of any Beneficiary, the Administrator, in its discretion, may require any claimant(s) and other interested party(ies) to seek a judicial determination from the probate or other court having jurisdiction over the Participant's estate.

(d) Distribution. Distribution of the Participant's Account balance to his/her Beneficiary shall be made at the time and in the manner provided by Article 6.

Section 5.04 Termination of Employment prior to Retirement, Disability or Death. A Participant who terminates employment with the Employer, and who is not entitled to a distribution under any previous section of this Article 5, shall be entitled to distribution of the balance of his/her Account, if any, at the time and in the manner provided by Article 6.

ARTICLE 6

DISTRIBUTIONS

Section 6.01 Date of Distribution. Following a Participant's retirement, disability, death or other termination of employment, distribution of benefits from such Participant's Account shall commence or be made to the Participant (or to his/her Beneficiary) as of the date elected or deemed elected under Section 6.02.

Section 6.02 Distribution Options.

(a) Notice of Distribution Options. The Administrator shall provide each Participant and Beneficiary who is entitled to payment under this section with notice of the available distribution options. Such notice shall be furnished in writing (or in permitted electronic form) not more than 180 days and not fewer than 30 days prior to the date of scheduled distribution, in accordance with Treasury Regulation Section 1.411(a)-11(c), and shall clearly inform the Participant (or Beneficiary) of the right to a period of at least 30 days after receiving the notice to consider the decision whether or not to elect a distribution and, if applicable, a particular distribution option. However, if the distribution is one to which Code Sections 401(a)(11) and 417 do not apply, distribution may be made or commence fewer than 30 days after the notice is given, provided that the Participant (or Beneficiary), after receiving the notice, affirmatively elects a distribution option and subject to any other applicable restrictions of the Plan.

(b) Election. Subject to the restrictions in paragraph (d) below, each Participant shall be entitled to elect, on a form prescribed by and filed with the Administrator (or by permitted telephonic or electronic means) within 180 days prior to the commencement of benefits, the distribution option by which his/her Account shall be distributed and the date on which payments should commence or be made. In the case of the death of a Participant, and subject to the restrictions in paragraph (d) below, the Participant's Beneficiary shall be entitled to indicate on a form prescribed by and filed with the Administrator (or by permitted telephonic or electronic means) within 180 days prior to the elected commencement of benefits, that Beneficiary's election as to the form and date of distribution of the deceased Participant's Account balance. The Administrator, upon receipt of an election filed pursuant to this section, shall direct the Trustee as to the time and manner of distribution.

(c) Options. Subject to paragraphs (d) and (e) below, the distribution options available to a Participant shall include (1) a current lump sum cash payment payable as soon as administratively feasible after the Participant's termination of employment, (2) a direct rollover to the extent permitted by paragraph (f) below, and (3) any additional options selected by the Employer in Part 6 of the Adoption Agreement.

(d) Restrictions. Distributions under this Article 6 shall be subject to the following rules:

(1) Time and Manner of Distribution.

(A) Required Distribution Date. Each Participant's Account balance must be distributed to him/her in full, or distribution must at least commence, no later than April 1 following the calendar year in which he/she attains age 70½ or in which he/she retires, if later ("required distribution date"). If not distributed in a lump sum, the Participant's Account must be distributed in one or more of the following ways: over the life of the Participant; over the life of the Participant and a designated beneficiary; over a period certain not extending beyond the life expectancy of the Participant; or over a period not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

(B) Death of Participant on or after Required Distribution Date. If the Participant dies on or after the required distribution date, his/her remaining Account balance must be distributed to the Participant's designated beneficiary at least as rapidly as under the method of distribution being used as of the date of the Participant's death.

(C) Death of Participant before Required Distributions Date. If the Participant dies before the required distribution date, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) For any portion of the Account for which the Participant's surviving spouse is the Participant's designated beneficiary, except as provided in paragraph (5) below, 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, over the lifetime of the spouse or over a period certain not extending beyond the life expectancy of the spouse.

(ii) For any portion of the Account for which the Participant's designated beneficiary is a person other than the Participant's surviving spouse, except as provided in paragraph (5) below, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the lifetime of the beneficiary or over a period certain not extending beyond the life expectancy of the beneficiary.

(iii) For any portion of the Participant's Account for which there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, that portion of the Participant's Account will be fully distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) For any portion of the Account for which the Participant's surviving spouse is the Participant's designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (C), other than part (i), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph (C) and paragraph (4) below, unless part (iv) of this paragraph (C) applies, distributions are considered to begin on the Participant's required beginning date. If part (iv) of this paragraph (C) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under part (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 part (i), the date distributions are considered to begin is the date distributions do commence.

(D) Forms of Distribution. Unless the Participant's Account 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, distributions as of the first distribution calendar year will be made in accordance with paragraphs (2) and (3) below. If the Participant's Account is distributed in the form of an annuity purchased from an insurance company, distributions under the annuity will be made at least as rapidly as required under the tables located in Section 1.401(a)(9)-9 of the Treasury Regulations.

(2) Required Minimum Distributions during Participant's Lifetime.

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

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

(ii) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(B) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (2) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(3) Required Minimum 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:

(aa) 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.

(bb) 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.

(cc) 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 calendar 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 paragraph (4) below, 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 paragraph (A) above.

(ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account 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 paragraph (1)(C)(i) above, this paragraph (B) will apply as if the surviving spouse were the Participant.

(4) Special Election. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in paragraphs (1)(C)(iii) and (3)(B) above 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 paragraph (1)(C) above, 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 (A), distributions will be made in accordance with paragraphs (1)(C) and (3)(B) above.

(5) Definitions.

(A) Designated beneficiary. The individual who is designated as the Beneficiary under 5.03(c) of the Plan and is the designated beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury Regulations.

(B) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year 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 paragraph (1)(B) above. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(C) Life expectancy. 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. 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 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. The date specified in Section 6.02(d)(1)(A) of the Plan and referred to in that section as the "required beginning date."

(6) Default. If no election for a time or method of distribution is made by the Participant (or by the Beneficiary in the case of a death benefit), the Administrator either may direct commencement of distributions on a date and in a manner selected by it, or direct that payments of benefits be held until an election is made under this Section 6.02, subject to the restrictions in the paragraphs above.

(e) Cash-Outs. Notwithstanding any provision of the Plan to the contrary, but subject to the direct rollover option described in paragraph (f) below, if the Account balance of a Participant does not exceed $1,000, the Administrator shall direct the Trustee to make a non-deferred lump sum distribution to such Participant, or in the case of a Participant's death, to the Participant's surviving spouse or other properly designated Beneficiary, of the Participant's entire Account balance.

(f) Direct Rollovers. Notwithstanding any contrary provision of the Plan that otherwise would limit a Participant's distribution election under the Plan, a Participant may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid as a direct rollover to an eligible retirement plan specified by the Participant. For purposes of this paragraph (f), the following terms shall have the meanings indicated:

(1) "eligible rollover distribution" means any distribution of all or part of the balance to the credit of the Participant, except that where a direct rollover of less than the full nonforfeitable balance of the Account is elected, another

option for distribution of the remaining balance may be made. In addition, a Participant (or Beneficiary) may elect the direct rollover option only if his/her nonforfeitable Account balance equals or exceeds $200 and may elect a partial direct rollover only if the amount to be rolled over is at least $500. A distribution will not be an "eligible rollover distribution if it is described by any of the following: (A) one of a series of substantially equal periodic payments (made not less frequently than annually) for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and his/her Beneficiary, or for a specified period of ten years or more; (B) a required minimum distribution under paragraph (d) above; (C) not includible in the Participant's gross income for federal income tax purposes, except that a distribution from the Plan of any after-tax amounts also shall qualify as an eligible rollover distribution, but only if made to an individual retirement account described in Code Section 408(a), individual retirement annuity described in Section 408(b) or a trust qualified under Code Section 401(a) which is part of a defined contribution plan that agrees to account separately for such amounts; or (D) a hardship distribution.

(2) "eligible retirement plan" means: (A) an individual retirement account described in Code Section 408(a); (B) an individual retirement annuity described in Code Section 408(b); (C) a qualified plan described in Code Section 401(a); (D) an annuity plan described in Code Section 403(a); (E) an annuity contract described in Code Section 403(b); (F) an eligible plan described in 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, which plan agrees to account separately for amounts transferred into it from this Plan; (G) for distributions made after December 31, 2007, a Roth IRA as described in Code Section 408A, provided that for distributions made prior to January 1, 2010, the Participant does not have modified adjusted gross income exceeding $100,000 and, if married, does not file a separate federal income tax return from his spouse. In each case, the plan must be one that, by its terms, will accept an eligible rollover distribution as a direct rollover; and (G) for distributions made after December 18, 2015, a simple retirement arrangement defined in Code Section 408(p).

(3) "direct rollover" means a payment by the Plan to the eligible retirement plan specified by the Participant.

The Plan shall not be required to withhold any federal income tax from an eligible rollover distribution that is paid as a direct rollover to an eligible retirement plan, even though, in the case of a direct rollover to a Roth IRA, the distribution is a taxable distribution. The direct rollover option is available with respect to a distribution meeting the foregoing requirements payable to: (i) a Participant; (ii) a Beneficiary who is the Participant's surviving spouse or a Participant's former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p); or (iii) a Beneficiary

who is not the surviving spouse of the Participant. For purposes of a direct rollover by a Beneficiary described in (iii), however, the direct rollover distribution may be made only to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b), in either case which is designated an "inherited account" within the meaning of Code Section 408(d)(3)(C), the 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). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover. If the Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a "designated beneficiary" within the meaning of Code Section 401(a)(9)(E).

Section 6.03 Valuation of Accounts and Subsequent Distributions.

(a) Valuation of Account. Following the date of a Participant's retirement, disability, death or other termination of employment, the Administrator shall direct one or more valuations for purposes of determining the value of the Participant's Account. For purposes of distribution, a valuation shall be made as of the Accounting Date immediately preceding the date scheduled for distribution of the Account. A Participant's Account shall not share in any allocation of earnings, gains, losses and expenses after the date on which it is valued in accordance with this paragraph (a) for distribution in a lump sum, nor shall the Participant be entitled to any interest or other credit between the date of valuation and the date of distribution.

(b) Subsequent Distributions. In the case of a Participant who, pursuant to Article 3, is entitled to any allocations of contributions to his/her Account for the Plan Year in which he/she leaves employment, the Trustee, at the direction of the Administrator, either shall delay the distribution until such time as all final allocations have been determined and made, or shall make a separate distribution to the Participant (or to his/her Beneficiary in the case of death) of the amount finally allocated to the Participant's Account for the Plan Year. Any separate distribution shall be made in a single payment as soon as practical, as determined by the Administrator and communicated to the Trustee, after the final allocation.

Section 6.04 In-Service Distributions. No distribution from the Plan shall be made to a Participant (or any Participant's Beneficiary) prior to the Participant's retirement, death, disability or other termination of employment with the Employer. Provided, however, that if the Employer has so elected in Part 6(vi) of the Adoption Agreement, a Participant may make an in-service election to transfer money from his/her Account to any state retirement system in which he/she participates, and which is a qualified plan under Code Section 401(a), in order to purchase additional service credit under the provisions of the transferee plan and in accordance with applicable state law.

Such transfer shall be made by written request to the Administrator, on a form prescribed and provided by the Administrator. The Administrator shall direct the Trustee to withdraw the amount requested from the Participant's Account and transfer it directly to the transferee plan, in accordance with the Participant's written instructions.

Section 6.05 Loans to Participants.

(a) General Rules. To the extent provided in Part 7 of the Adoption Agreement, a Participant may borrow from his/her Account. Application by a Participant to borrow money from his/her Account shall be made by written request to the Administrator, on a form prescribed and provided by the Administrator. Provided that the loan application is properly completed and that the Participant otherwise qualifies for a loan under the provisions of this section, the Administrator shall direct the Trustee to withdraw from the Participant's Account and disburse to the Participant by check the lesser of the amount requested or the amount available under the provisions of this section and Part 7 of the Adoption Agreement, but only upon the following terms and conditions:

(1) the loan shall be evidenced by a promissory note, in a form prescribed by the Administrator, that shall be signed by the Participant;

(2) the loan shall be for a principal amount which, when added to the outstanding balance of any other loan or loans of the Participant from the Plan and from any other tax-qualified retirement plan of the Employer (including plans of other employers required to be aggregated with this Plan pursuant to Code Section 414(b), (c), or (m)) does not exceed the lesser of (A) $50,000, reduced by the excess (if any) of the highest outstanding balance of the Participant's plan loans during the one-year period ending on the day before the date on which the loan is to be made, over the outstanding balance of plan loans on the date on which such loan is to be made, or (B) 50% of the Participant's nonforfeitable Account balance;

(3) the loan shall bear a reasonable rate of interest, comparable to that being charged by local financial institutions on loans of a similar character on the date of application for the loan;

(4) the loan shall be for a prescribed term of no longer than five years, with no penalty for prepayment;

(5) the loan shall provide for specific terms of repayment, in substantially equal installments of principal and interest, made at least quarterly, which terms the Administrator may request the Employer to implement by

appropriate withholding from the Participant's regular salary or wages to the extent permitted by law;

(6) the loan shall be secured, notwithstanding any other provision of the Plan to the contrary, by a pledge of up to 50% of the Participant's nonforfeitable Account balance as of the date of the loan;

(7) the loan proceeds need not be disbursed to the Participant by the Administrator prior to the expiration of 30 days from the end of the calendar month following the date of receipt by the Administrator of the Participant's loan application; and

(8) the loan shall be subject to the availability of cash in the Fund for making loans, the ability of the Trustee to liquidate prior investments directed by the Participant for his/her Account, and all costs of liquidating such Account to cash for purposes of making the loan.

(b) Other Rules. All loans under the Plan shall be made strictly in accordance with the provisions of this section and any additional rules which may be set forth by the Administrator. Loans shall be available to all Participants on a reasonably equitable basis in a uniform and nondiscriminatory manner, although the Administrator may make distinctions on the basis of credit worthiness of the Participant, the liquidity of the Participant's Account and of the Fund at the time of receipt of the Participant's loan application, and such other factors as the Administrator deems relevant in protecting the interests of all Participants in the Fund.

(c) Treatment of Loans and Repayments. For purposes of the allocation of earnings, gains, losses and expenses of the Fund and the determination of the balance of a Participant's Account on any Accounting Date under Article 4, a loan under this section shall be treated as a nontaxable withdrawal from the Participant's Account, on the date the loan proceeds are disbursed, to the extent of the principal amount borrowed, and each payment on the loan shall be treated as an addition to the Account, on the date received, to the extent such payment constitutes repaid principal. Interest paid by a Participant on any loan shall be credited directly to the Account of that Participant.

(d) Default. In the event of a Participant's default in payment of a loan made in accordance with this section, the Employer shall, upon the direction of the Administrator, to the extent and at the time permitted by law, deduct the amount of loan that is in default (and any unpaid interest due) from the Participant's regular salary or wages (including any bonus or other payments) and pay such deducted amount to the Trustee. In addition, the Administrator may direct the Trustee to take any other action which may be necessary or appropriate to permit the Administrator to enforce collection of the unpaid loan. Upon the occurrence of any event permitting a distribution from the

Plan, any balance of the loan which remains unpaid (including any unpaid interest due) shall be recharacterized as a distribution and reported by the Trustee as taxable income to the Participant. For purposes of this paragraph, a loan shall be deemed to be in default upon the Participant's failure to timely make any scheduled repayment of principal or interest and expiration of any reasonable grace period that may be permitted by the Administrator and allowed by law. The Trustee, at the direction of the Administrator, shall report the amount of any defaulted loan as a taxable distribution to the Participant at the time and to the extent required by law.

(e) Suspension of Repayment Obligations during Military Service. In accordance with Code Section 414(u)(4), a Participant's obligation to repay any loan made under this section shall be suspended for any period during which such Participant is performing service in the uniformed services, whether or not qualified military service, and such suspension shall not be taken into account for purposes of Code Section 72(p), 401(a) or 4975(d)(1). Terms used herein relating to military service are defined in Section 7.05.

Section 6.06 Distribution to Alternate Payees.

(a) General Rule. If a qualified domestic relations order ("QDRO") is issued with respect to a Participant, any alternate payee who is designated in the QDRO may elect to receive the portion of the Participant's Account awarded to him/her under the QDRO in an immediate single lump sum payment. If the alternate payee elects such option, payment shall be made as soon as administratively feasible after the Administrator has approved the QDRO, even though the Participant may not be entitled to a concurrent Plan distribution under the provisions of Article 6. If the alternate payee does not elect the immediate payment option, the benefit awarded to him/her under the QDRO shall be paid to the alternate payee when the Participant reaches his/her earliest retirement age or when the Participant otherwise first becomes entitled to a distribution under the terms of the Plan. Notwithstanding the preceding sentence, if the portion of the Participant's Account awarded to the alternate payee has a present value of $1,000 or less, payment to the alternate payee automatically shall be made in an immediate lump sum payment.

(b) Special Definitions. For purposes of this section, the following terms shall have the meanings indicated:

(1) "qualified domestic relations order" means a domestic relations order which--

(A) 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 Account balance payable with respect to a Participant under the Plan;

(B) clearly specifies--

(i) the name and the last known mailing address (if any) of the Participant and the name and mailing address of each alternate payee covered by the order,

(ii) the amount or percentage of the Participant's Account to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined,

(iii) the number of payments or period to which such order applies, and

(iv) each plan to which such order applies; and

(C) does not require --

(i) the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan,

(ii) the Plan to provide increased benefits (determined based on actuarial value), and

(iii) the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

(2) "domestic relations order" means any judgment, decree or order (including approval of a property settlement agreement) which 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 is made pursuant to a state domestic relations law (including a community property law).

(3) "earliest retirement age" means the earlier of --

(A) the date on which the Participant is entitled to a distribution under the Plan, or

(B) the later of --

(i) the date the Participant attains age 50, or

(ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

(4) "alternate payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the Account balance payable under the Plan with respect to such Participant.

(c) Revised or Post-Mortem Orders. A domestic relations order that otherwise satisfies the requirements for a QDRO specified above will not fail to be a QDRO solely because either (1) the order is issued after, or revises, another domestic relations order or QDRO, or (2) the order is issued after the Participant's death. A domestic relations order described in this paragraph (c) is subject to the same requirements and protections that apply to QDROs generally.

ARTICLE 7

SPECIAL PROVISIONS

Section 7.01 Service Rules.

(a) General Rule. An Employee generally shall be entitled to service credit with the Employer, determined to the nearest month, from his/her date of hire to his/her date of retirement, death, disability or other termination of employment. For purposes hereof, 12 months of service shall be equal to one Year of Service, and any service less than 12 months shall be ignored.

(b) Break in Service. A Break in Service shall occur when an Employee is absent from employment for any continuous period of 12 months or longer for reasons other than service in the armed forces of the United States or other leave which is specifically approved by the Employer.

(c) Other Service Counted. An Employee's service also shall include any period during which such Employee:

(1) was a leased employee (as defined in Code Section 414(n)(2)) who performed services for the Employer, to the extent provided by Code Section 414(n) and the related Treasury Regulations;

(2) was employed by a predecessor employer of the Employer, the plan of which predecessor is the Plan maintained by the Employer; and

(3) was employed by a predecessor employer of the Employer, even though the Plan is not the plan maintained by the predecessor employer, but only if service with such predecessor employer would be required to be included in the individual's service by any regulations that may be issued under Code Section 414(a)(2).

(d) Effects of Separation from Employment.

(1) Participation.

(A) An Employee who separates from employment, but who returns before incurring a Break in Service, shall not have his/her eligibility for continued participation affected, or if he/she has not satisfied the Plan's eligibility requirements as of his/her date of separation, the determination of when he/she has satisfied such requirements and the date on which he/she is to commence participation shall not be affected.

(B) If an Employee who incurs a Break in Service was not a Participant in the Plan prior to the break, or if his/her participation in the Plan has terminated pursuant to Article 2, participation shall commence or resume, as the case may be, on the date that the Employee is first reemployed following the Break in Service, provided that the Employee then meets the eligibility requirements set forth in Part 3 of the Adoption Agreement; otherwise, participation shall commence or resume, as the case may be, as if the individual were a new Employee.

(2) Years of Service. An Employee shall not lose service credit on account of any Break in Service.

Section 7.02 Transfers. If provided in Part 3 of the Adoption Agreement, certain Employees may be excluded from participation in the Plan. However, an Employee who is transferred or changes to covered employment may become a Participant, provided that the Employee meets the other requirements for participation under Part 3 of the Adoption Agreement. Participation shall commence as of the later of the date of transfer or the date specified in Section 2.02 after the Employee meets any other requirements for participation specified in Part 3 of the Adoption Agreement. In no event, however, shall the Employee's Compensation while employed on other than a basis covered by the Plan be used in determining any of his/her allocations under Article 3. In the case of a change or transfer of a Participant to non-covered employment, his/her Account shall be valued and frozen (except for allocation of subsequent earnings, gains, losses and expenses) as of the last day of the Plan Year in which his/her employment status changes, but he/she shall not be entitled to any distribution of his/her Account under Article 6 until his/her date of retirement, disability, death or other termination of employment with the Employer, after which date distribution may be made in accordance with the provisions of the Plan as they otherwise would apply to an Employee or his/her Beneficiary.

Section 7.03 Limitations on Annual Allocations to Accounts.

(a) Single Plan. Notwithstanding any provision of the Plan to the contrary and except as provided by Code Section 414(v), if applicable, the total additions made to the Account of any Participant in any limitation year shall not exceed the lesser of:

(1) $54,000; or

(2) 100 percent of the Participant's compensation for such limitation year;

except that such $54,000 limitation shall be adjusted automatically after 2017, without the necessity of a specific Plan amendment, whenever the Secretary of the Treasury

increases this dollar limitation to reflect cost-of-living adjustments in accordance with Code Section 415(d) and the related Treasury Regulations, effective for the limitation year ending with or within the calendar year for which the adjustment is made by the Secretary.

(b) Special Definitions. For purposes of this section and without regard to any election of the Employer in the Adoption Agreement, the following terms have the meanings indicated:

(1) "total additions" means, with respect to each limitation year, the sum of:

(A) Employer contributions;

(B) Forfeitures (if any), allocated to the Participant's Account;

(C) The Participant's employee contributions, if any; and

(D) For purposes of applying the applicable dollar limitation in paragraph (a)(1) of this section only, the following amounts shall be treated as annual additions to a defined contribution plan of the Employer -- amounts allocated to an individual medical account, as defined in Code Section 415(1)(2), which is part of any pension or annuity plan maintained by the Employer, and amounts derived from contributions which are attributable to postretirement medical benefits allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer.

Provided, however, total additions shall not include:

(E) Any restorative payment, which is a payment made to restore losses to the Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, and where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Such payments include payments to the Plan made pursuant to a court-approved settlement, to restore losses to Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to

the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered total additions;

(F) A direct transfer of a benefit or employee contributions from a qualified plan to this Plan;

(G) Rollover contributions (as described in Code Sections 401(a)(31), 402(c)(l), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16));

(H) Repayments of loans made to the Plan by a Participant; and

(I) Repayments of amounts described in Code Section 411(a)(7)(B) (in accordance with Code Sections 411(a)(7)(C)) and 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) "limitation year" means the Plan Year.

(3) "compensation" means, with respect to each limitation year, an Employee's wages as defined in Code Section 3121(a) but without regard to the limitation imposed by Code Section 3121(a)(1). Provided, however, that compensation shall be increased for any year by the following types of compensation paid after a Participant's severance from service with the Employer (or any other entity that is treated as the Employer pursuant to Code Section 414(b), (c), (m) or (o)), but only to the extent such amounts are paid by the later of 2½ months after the Participant's severance from service or by the end of the year that includes the date of such severance from service:

(A) Regular pay after severance of service if the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments; and the payment would have been paid to the Participant prior to a severance from service if the Participant had continued in service with the Employer;

(B) Leave cash-outs if those amounts would have been included in the definition of compensation if they were paid prior to the Participant's severance from service, and the amounts are payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and

(C) Deferred compensation if it would have been included in the definition of compensation had it been paid prior to the Participant's severance from service, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is currently includible in the Participant's gross income.

Notwithstanding the foregoing, compensation *shall not include*:

(D) Payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service;

(E) Amounts paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3));

(F) Amounts earned but not paid during the year solely because of the timing of pay periods and pay dates; and

(G) Any amount for the year in excess of $270,000 (or such other cost-of-living adjusted amount as is set by the Secretary of Treasury in accordance with Code Section 401(a)(17)(B) for years beginning after 2017); for any period of less than 12 months, the annual limit of this part (G) shall be an amount equal to the limit for the calendar year in which the period begins multiplied by the ratio obtained by dividing the number of full months in the short period by 12.

Any other payment of compensation paid after severance from service that is not described in parts (A) to (C) above is not considered compensation, even if payment is made within the foregoing time period.

(4) "Employee contributions" means after-tax amounts contributed to the Plan by the Participant, if any.

(5) "Employer contributions" means any contributions to the Plan by the Employer pursuant to Sections 3.02 and 3.03, including any pre-tax Employee contributions that are made to the Plan pursuant to Section 3.02 but which are treated as employer pick-up contributions under Code Section 414(h).

(c) Aggregation. In applying the limitations of this section, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a predecessor employer) and under which the Participant receives total additions are treated as one defined contribution plan. For purposes of this section, the "Employer" includes not only the Employer that adopts this Plan but also all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code Section 414(b), (c), (m) or (o)), except that for purposes hereof the determination shall be made by applying Code Section 415(h), and shall take into account tax-exempt organizations under Treasury Regulation Section 1.414(c)-5, as modified by Treasury Regulation Section 1.415(a)-l(f)(l). A former Employer is a "predecessor employer" with respect to a Participant in a plan maintained by an Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former Employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Treasury Regulation Section 1.415(f)-1(b)(2) apply as if the Employer and predecessor Employer constituted a single employer under the rules described in Treasury Regulation Sections 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treasury Regulation Sections 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event giving rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an employer of a Participant, a former entity that antedates the Employer is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity. For purposes of aggregating plans for Code Section 415, a "formerly affiliated plan" of the Employer is taken into account for purposes of applying the limitations of this section, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." A "formerly affiliated plan" of the Employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treasury Regulation Sections 1.415(a)-l(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treasury Regulation Sections 1.415(a)-1(f)(1) and (2)). A "cessation of affiliation" means the event that causes an entity no longer to be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treasury Regulation Sections 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan not actually to be maintained by any of the entities that constitutes the Employer under the employer affiliation rules of Treasury Regulation Sections 1.415(a)-l(f)(l) and (2) (such as a transfer of plan sponsorship outside of a controlled group). Two or more defined contribution plans that are not required to be aggregated pursuant to Code Section 415(f) and the related final regulations as of the first day of a limitation year do not fail to satisfy the requirements of Code Section 415 with respect to a Participant for the limitation year merely because they are aggregated later in that limitation year, provided that no total additions are credited to the Participant's Account after the date on which the plans are required to be aggregated.

(d) Employee Leasing. In the event the Employer is provided with services by leased employees (within the meaning of Code Section 414(n) and Section 7.04), then for purposes of this section, the leased employees shall be treated as Participants in the Plan and contributions or benefits provided by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer as permitted under Code Section 414 and related regulations.

(e) Excess Total Additions. If the total additions are exceeded for any Participant, then the Plan may correct such excess only in accordance with the Employee Plans Compliance Resolution System ("EPCRS") as set forth in Rev. Proc. -2016-51 or any superseding guidance, including, but not limited to, the preamble of the final Treasury Regulations under Code Section 415.

(f) Notice to Participants. The Administrator shall advise affected Participants of any adjustments to their Accounts required by the limitations under this section.

Section 7.04 Leased Employees.

(a) General Rule. Although any leased employee of the Employer generally shall be excluded from participation in the Plan and shall not be entitled be allocated any contributions under the Plan, the leased employee shall be counted as an Employee for the purposes required by Code Section 414(n).

(b) Exception. If by reason of counting such leased employee as an Employee for purposes required by Code Section 414(n), and after taking into account contributions and benefits provided by the leasing organization as described in this paragraph, the Plan fails to meet the requirements of Code Section 401(a), then the leased employee will be eligible to participate in the Plan as if he/she were an Employee. In such event, Years of Service for purposes of the Plan for the leased employee will be calculated in accordance with the rules set forth in Code Section 414 and related Treasury Regulations. In all events, for purposes of this section, contributions to or benefits provided by any qualified plan maintained by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.

(c) Exception to the Exception. Notwithstanding paragraph (b) of this section, any leased employee will not be eligible to participate in the Plan and will be treated under the general rule in paragraph (a) if such employee is covered by a pension plan maintained by the leasing organization that meets the requirements of this paragraph and all leased employees constitute 20 percent or less of the Employer's non-highly compensated work force. A pension plan meets the requirements of this paragraph if it is a money purchase pension plan providing (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, (2) full and immediate vesting and (3)

immediate participation for each employee of the leasing organization (other than employees who perform substantially all of their services for the leasing organization and individuals whose compensation from the leasing organization during the plan year and the three immediately preceding plan years is less than $1,000 per year).

(d) Recordkeeping Relief. If the Employer does not maintain any top-heavy plans within the meaning of Code Section 416(g) and uses the services of leased employees only for an insignificant percentage of its total workload, then the Employer shall be exempt from the employee leasing recordkeeping requirements in accordance with applicable Treasury Regulations.

(e) Multiple Employers. In the event that the Employer is a member of a group of employers constituting (1) a controlled group of corporations (within the meaning of Code Section 414(b)), (2) trades or businesses, whether or not incorporated, under common control (within the meaning of Code Section 414(c)), (3) an affiliated service group (as defined in Code Section 414(m)), or (4) any other group of entities required to be aggregated as prescribed by regulations under Code Section 414(o), then the rules of this section shall be applied by treating all leased employees of such other employers as leased employees of the Employer.

(f) Special Definitions. For purposes of this section, the following terms have the meanings indicated:

(1) "compensation" means the compensation of the leased employee from the leasing organization for the entire year, as described in Code Section 415(d)(3) and the related regulations, except that such term shall include amounts excluded from gross income under Code Section 402(e)(3) or 402(h)(1)(B), amounts which could have been received in cash but for an election under a Code Section 125 cafeteria plan and amounts contributed to a Code Section 403(b) annuity contract pursuant to a salary reduction agreement within the meaning of Code Section 3121(a)(5)(D).

(2) "leased employee" means any person (other than an Employee) who has performed services for the Employer (or for the Employer and related entities determined in accordance with Code Section 414(n)(6)(A)) on a substantially full time basis for a period of at least one year pursuant to an agreement between the Employer and a leasing organization and such services are performed under the primary direction or control of the Employer.

(3) "leasing organization" means a person or other entity, other than the Employer, providing leased employees by agreement with the Employer.

(4) "non-highly compensated work force" means the aggregate number of individuals who are not highly compensated employees of the Employer (determined in accordance with Code Section 414(q)) and who either are (A) employees of the Employer (without regard to paragraph (a) of this section) having performed services for the Employer (or for the Employer and related entities determined in accordance with Code Section 414(n)(6)(A)) on a substantially full time basis for a period of at least one year or (B) leased employees.

Section 7.05 Impact of Qualified Military Service.

(a) In General. The provisions of this section shall supersede any contrary provisions of the Plan. With respect to Participants who leave employment with the Employer for qualified military service, the Plan shall comply with –

(1) The minimum requirements applicable to defined contribution retirement plans prescribed by:

(A) The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), effective on and after January 1, 1994, as set forth in paragraph (b) of this section; and

(B) The Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), including related guidance contained in IRS Notice 2010-15, generally effective January 1, 2007, as set forth in paragraph (c) of this section; and

(2) The permissive provisions of USERRA and the HEART Act that are described in paragraph (d) of this section.

(b) Mandatory USERRA Provisions.

(1) No Break in Service. For purposes of Section 7.01, a Participant who incurs a Break in Service because of a period of qualified military service but who has reemployment rights under USERRA, and who returns to employment with the Employer within such time as required by those rights, shall be treated for purposes of the Plan as not having incurred a Break in Service by reason of such Participant's period of qualified military service.

(2) Service for Vesting. Each period of qualified military service served by a Participant, upon the Participant's reemployment by the Employer pursuant to USERRA, shall be counted in the determination of the Participant's Years of

Service with the Employer for the purpose of determining the Participant's nonforfeitable right to the balance of his/her Account under the Plan.

(3) Treatment of Certain Contributions. If any contribution is made by the Employer with respect to a Participant and if such contribution is required by reason of such Participant's rights under USERRA resulting from qualified military service, then:

(A) Such contribution shall not be subject to any otherwise applicable limitations contained in Code Section 404(a) or 415 and shall not be taken into account in applying such limitations to other contributions or benefits under the Plan or any other plan with respect to the year in which the contribution is made, but instead such contribution shall be subject to the foregoing limitations with respect to the year to which the contribution relates (in accordance with rules prescribed by the Secretary of Treasury); and

(B) The Plan shall not be treated as failing to meet the requirements of Code Section 401(a)(26) or 410(b) by reason of the making of (or the right to make) such contribution.

(4) Certain Retroactive Adjustments Not Required. Notwithstanding part (3) of this paragraph, no provision of USERRA shall be construed as requiring either any crediting of earnings to a Participant's Account with respect to any contribution before such contribution is made, or any allocation of a forfeiture with respect to the period of qualified military service.

(5) Benefits for Survivors. in the case of a Participant who dies while performing qualified military service as defined in this section, the survivors of the Participant shall be entitled to 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.

(c) Mandatory HEART Act Provisions.

(1) Death during Qualified Military Service. A Participant who is on leave from employment for qualified military service and who has reemployment rights under USERRA, but who dies during qualified military service, shall be considered as having returned to employment the day prior to his/her date of death for purposes of determining the nonforfeitable rights in his/her Account, and the Participant's entire Account balance will be considered fully vested, even if the Participant had not previously earned sufficient Years of Service under the Plan to become fully vested.

(2) Deemed Severance from Employment. A Participant's period of uniformed service that exceeds 30 days will be deemed to be a severance from service, thereby permitting a Plan distribution of his/her Account attributable to Employer contributions that otherwise is contingent on an actual severance event.

(d) Permissive Provisions. Differential pay shall be paid to a Participant who is on leave performing services in the uniformed service as provided by the employment policies of the Employer. Differential pay paid by the Employer to Participants who are on leave for qualified military service shall be treated as "compensation" for all purposes under the Plan.

(e) Definitions. For purposes of this section, the following terms shall have the meanings indicated:

(1) "compensation" means compensation, as specifically defined for each separate purpose under the Plan but increased by the amount of differential pay paid to the Participant by the Employer.

(2) "differential pay" means the difference between (A) the compensation that a Participant would have received during a given period if he/she were not in qualified military service, determined on the basis of the rate of pay he/she would have received from the Employer but for his/her absence during the period of qualified military service, or if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Employer during the 12-month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service), and (B) the amount the individual actually receives from the government as military pay during services in the uniformed services for a period of more than 30 days.

(3) "reemployment rights under USERRA" means the right of an individual, who is on leave from employment with the Employer for the purpose of service in the uniformed services, to be reemployed by the Employer following completion of such service, as guaranteed by USERRA.

(4) "qualified military service" means service in the uniformed services by an individual if the individual has reemployment rights under USERRA.

(5) "service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in the uniformed services, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which an individual is absent from his

position of employment for the purpose of an examination to determine the individual's fitness to perform any such duty, and a period for which an individual is absent from employment for the purpose of performing funeral honors duty as authorized by USERRA.

(6) "uniformed services" means the U.S. Armed Services, the Army National Guard or the Air National Guard, the commissioned corps of the Public Health Service and any other category designated by the United States President in time of war or national emergency.

Section 7.06 Marriage. For purposes of the Plan, the "spouse" of a Participant means the individual to whom the Participant has been and is lawfully married in a state that recognizes the marriage, even if the law of the state in which the Participant and spouse currently are domiciled does not recognize the validity of the marriage due to the fact that the Participant and spouse are of the same sex.

ARTICLE 8

PROVISIONS RELATING TO FUNDING, PLAN ADMINISTRATION AND FIDUCIARIES

Section 8.01 Establishment and Maintenance of Fund. Upon the adoption of the Plan by the Employer, there shall be established a Fund, in the form of a trust fund with the Trustee. All contributions shall be paid to the Fund. The Fund shall be invested in such investments as are permissible under applicable law. Except as required under the Code, the benefits of the Plan shall be only such as can be provided by the assets of the Fund, and there shall be no liability or obligation on the part of the Employer, other than as provided in the Adoption Agreement, to make any contributions or payments to establish or maintain the Plan, whether in the event of termination of the Plan or otherwise. No liability for the payment of benefits under the Plan shall be imposed on the Employer or on the officers or employees of the Employer.

Section 8.02 General Assignment of Responsibilities. Except as provided more specifically by other provisions of the BENCOR Plan, the following shall be the assigned responsibilities of each party indicated:

(a) BENCOR. BENCOR is the sponsor of the BENCOR Plan and, as such, is responsible for maintaining and updating this Basic Plan Document 01 and the Adoption Agreement to comply with the provisions of applicable law specified in Section 1.03 and for keeping current its Pre-approved Plan Opinion Letter from the Internal Revenue Service. It shall be the responsibility of BENCOR to assist the Employer in implementation of the Plan and respond to Employer inquiries concerning general operation of the Plan. BENCOR shall select the Administrator, the Trustee and the Investment Provider, and may change any such selection from time to time by providing notice to the Employer.

(b) Investment Provider. The Investment Provider, which shall be selected by BENCOR, is responsible for the management and investment of that portion of the Fund assigned to it through use of various investment accounts and products offered by the Investment Provider and selected by the Employer, or in the case of Participant directed Accounts, by Participants.

(c) Trustee. The Trustee, which shall be selected by BENCOR, shall receive all contributions made under the Plan and deposit those contributions in the Fund. The Trustee shall invest the principal and earnings of the Fund among a money market or similar fund established and maintained by it and various investment products offered and managed by the Investment Provider and selected by the Employer, or in the case of Participant directed Accounts, by Participants. The Trustee shall prepare and render an accounting of the Fund as of the last day of each Plan Year and may render such interim accountings as appropriate. The Trustee shall not be required to render accounts to

individual Participants but only to the Administrator, which may submit such reports of the Fund to the Employer and to Participants from time to time. The Trustee also shall process and make all distributions to Participants and Beneficiaries in accordance with proper instructions from the Administrator and the Employer and shall pay expenses of the Fund and of the Plan and any applicable taxes from assets of the Fund, pursuant to established procedures, unless the expenses or taxes are paid directly by the Employer by specific prearrangement.

(d) Administrator. The Administrator, which shall be selected by BENCOR, shall assist the Employer in completion of the Adoption Agreement and, upon the Employer's request, shall obtain for the Employer a determination from the Internal Revenue Service on the tax-qualified status of the Plan, if applicable. The Administrator shall be responsible for the preparation of periodic accountings with respect to the Plan, including the allocation of contributions to the Fund and earnings on Fund investments, and for the maintenance of individual Account records for each Participant. Pursuant to that responsibility, the Administrator shall render a financial report of the Fund to the Employer at least annually and shall provide to the Employer individual statements of account for each Participant as of the close of each Plan Year or more frequently as required by law. In consultation with the Employer, the Administrator also shall provide direction to the Trustee for payment of all Plan benefits. The Administrator shall complete and file annual reports for the Plan with the Internal Revenue Service, if required by law, and shall report for tax purposes all distributions from the Plan to appropriate state, federal and local taxing authorities, and to Participants and Beneficiaries, if required by applicable law.

(e) Employer. The Employer shall sign the Adoption Agreement and such other documents and forms as are necessary or appropriate to implement the Plan and may seek any additional approval of the Plan's tax-qualified status from the Internal Revenue Service, if desired, beyond that allowing the Employer reliance on BENCOR's pre-approval. The Employer shall make all determinations of Employees who are eligible for participation in the Plan under the eligibility requirements selected by the Employer in the Adoption Agreement and as specified by the Plan and shall be responsible for communicating from time to time the names and other relevant information with respect to such eligible Employees to the Administrator. The Employer shall be responsible for remitting to the Trustee on a timely basis all contributions due under the Plan.

Section 8.03 Resignation or Removal of Administrator, Trustee or Investment Provider. The provisions of this section shall be subject to any overriding contractual requirements by or among the parties. The Administrator, the Trustee or the Investment Provider may resign by delivering a written resignation to BENCOR; such resignation shall take effect on the date provided therein, but not before the sixtieth day after a successor shall have been selected by BENCOR and shall have accepted its appointment, unless BENCOR waives such sixty-day period. The Administrator, the Trustee or Investment

Provider may be removed by BENCOR at any time, upon written notice to the party being removed; such notice of removal shall be effective on the date specified therein, but not before the sixtieth day after delivery to the removed party, unless such notice period is waived by the removed party.

Section 8.04 Expenses. The reasonable expenses relating to the Plan (including such compensation for the Plan's service providers as may be agreed to in writing from time to time by the Employer) shall be paid by and deducted from the assets of the Plan.

Section 8.05 Special Limitations. Notwithstanding other provisions of the BENCOR Plan, the following provisions shall govern the relationship between the Investment Provider and the Trustee and Administrator, Employees, Participants and Beneficiaries:

(a) The Investment Provider shall not be deemed to be a party to the Plan for any purpose other than as expressly provided by the terms hereof, nor shall the Investment Provider be responsible for the Plan's validity.

(b) The Investment Provider shall not be considered a fiduciary with respect to the Plan.

(c) The Investment Provider shall not be required to question any action of the Employer or Administrator or, where applicable, the Trustee; nor shall the Investment Provider be responsible to see that any such action is authorized by the terms of the Plan.

(d) The Investment Provider may rely on any instrument executed by the Employer, Administrator, Trustee, Employee, Participant or Beneficiary as conclusive evidence of any of the matters mentioned in the Plan with respect to which they may act, and the Investment Provider shall be fully protected in taking, permitting or omitting any action on the faith thereof and shall incur no liability or responsibility for so doing.

(e) The Investment Provider shall not be required to take any action under the Plan concerning any investment, if such action would be contrary to the terms of such investment, any state or federal law, or the rules of the NASD or the applicable securities exchange.

(f) Until notice of any amendment of the Plan, termination of the Plan, or change in any appointment has been received by the Investment Provider at its principal office, the Investment Provider shall be fully protected in assuming that the Plan has not been amended or terminated and in dealing with any party according to the latest information received by the Investment Provider at its principal office.

Section 8.06 Claims Procedure.

(a) Initial Claims. The Employer shall make all determinations as to the right of any person to receive a distribution and as to other matters affecting benefits. Each Employee, Participant, Beneficiary or other person (collectively referred to as "claimant") shall have the right to submit a claim with respect to any benefit sought under the Plan, or with respect to the claimant's eligibility, vesting or other factor affecting benefits, either personally or through a representative duly authorized in writing. All claims shall be submitted in writing to the Employer and shall be accompanied by such information and documentation as the Employer determines is required to make a ruling on the claim. Upon receipt of a claim, the Employer shall consider the claim and shall render a decision within a reasonable period of time. A failure of the Employer to render a decision within a reasonable period of time shall be deemed to be a denial of the claim.

(b) Limitation on Claims Procedure. Any claim under this claims procedure must be submitted within twelve months from the earlier of (1) the date on which the claimant learned of facts sufficient to enable him/her to formulate such claim, or (2) the date on which the claimant reasonably should have been expected to learn of facts sufficient to enable him/her to formulate such claim.

(c) Review of Denied Claims. A claimant whose claim for benefits has been wholly or partially denied by the Employer may request, within 90 days following the date of such denial, a review of such denial. The request for review must be in writing and must be delivered to the Employer within the specified 90-day period. The request should set forth the reasons why the claimant believes the denial of his/her claim is incorrect. The claimant shall be entitled to submit such issues or comments, in writing or otherwise, as he/she shall consider relevant to a determination of his/her claim and may include a request for a hearing in person before the Employer. Prior to submitting his/her request, the claimant shall be entitled to review such documents as the Employer shall agree are pertinent to his/her claim. The claimant may, at all stages of review, be represented by counsel, legal or otherwise, of his/her choice, provided that the fees and expenses of such counsel shall be borne by the claimant. All requests for review shall be promptly resolved. The Employer's decision with respect to any such review shall be set forth in writing and shall be mailed to the claimant within a reasonable period of time following receipt by the Employer of the claimant's request. If no decision or review is rendered within a reasonable period of time, the claimant's appeal shall be deemed denied and the Employer's original denial of the claim affirmed.

(d) Finality of Decisions. The decision of the Employer upon review of any claim under paragraph (c) above shall be binding upon the claimant, his/her heirs and assigns, and all other persons claiming by, through or under him.

Section 8.07 Special Ruling. In order to resolve problems concerning the Plan and to apply the Plan in unusual factual circumstances, the Administrator, in addition to being empowered to make rules of general application, also may, at the request of the Employer, make special rulings. Such special rulings shall be in writing on a form to be developed by the Administrator. In making its rulings, the Administrator may consult with legal, accounting, actuarial, investment and other counsel or advisers. Once made, special rulings shall be applied uniformly, except that the Administrator shall not be bound by such rulings in future cases unless the factual situation of a case is identical to that involved in the special ruling. Special rulings shall be made in accordance with all applicable law and in accordance with the Plan. It is not intended that the special ruling procedure will be a frequently used device, but that it should be followed only in extraordinary situations. The Administrator always shall have the final decision as to whether resort is made to this special ruling feature.

Section 8.08 Reliance. The Employer, Administrator, Trustee, Investment Provider and BENCOR each may rely upon any direction, information or action of the other as being proper under the Plan and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that the Employer, Administrator, Trustee, Investment Provider and BENCOR each shall be responsible for the proper exercise of its own respective powers, duties, responsibilities and obligations under the Plan and shall not be responsible for any act or failure to act of any other, and none of them guarantees the Plan assets in any manner against investment loss or depreciation of asset value.

Section 8.09 Employment of Advisers. The Employer, Administrator, Trustee, Investment Provider and BENCOR shall have the authority to employ such legal, accounting, actuarial, and financial counsel and advisers, as they shall deem necessary in connection with the performance of their duties under the Plan, and to act in accordance with the advice of such counsel and advisers. Except as otherwise provided in the Plan, the fees and expenses of such counsel and advisers shall be paid by the respective party who retained the counsel or adviser, except that, upon approval of the Employer, such fees and expenses may be paid out of Plan assets as the Employer shall deem appropriate.

ARTICLE 9

AMENDMENT AND TERMINATION

Section 9.01 Amendment of the Plan.

(a) Right To Amend. Both the Employer and BENCOR reserve the right to amend the Plan. Amendments by the Employer shall be limited to changes in selections made in the Adoption Agreement and shall be effected by execution of a new Adoption Agreement, except the Employer also may make amendments by adoption of sample or model amendments (including interim or discretionary amendments related to changes in qualification requirements) that by law will not cause the Plan to be considered identical to the pre-approved plan. Amendments may be made by BENCOR in either the BENCOR Plan or in the Adoption Agreement terms, provided that: (1) no such amendment shall alter or amend any of the elections or specifications set forth by the Employer in the Adoption Agreement except as provided by paragraph (b) below; and (2) any amendment made by BENCOR, except as provided by paragraph (b) below, shall not be deemed adopted or be binding upon the Employer until approved in writing by the Employer. BENCOR shall seek approval of amendments adopted by it from the Internal Revenue Service, if necessary, to maintain the approved status of the BENCOR Plan.

(b) Amendments Required by Law.

(1) BENCOR will amend the BENCOR Plan and/or the Adoption Agreement on behalf of the Employer for any changes required by the Code, Treasury Regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments (but only if their adoption will not cause the Plan to be individually designed), and for correction of prior approved plans. These amendments will be applied to all employers that have adopted the BENCOR Plan.

(2) BENCOR will no longer have the authority to amend the Plan on behalf of the Employer as of either: (A) the date the Service requires the Employer to file Form 5300 as an individually designed plan as a result of an Employer amendment to the Plan to incorporate a type of plan or provision not allowable in the IRS Pre-approved Plan program, as described in Rev. Proc. 2017-41, or (B) as of the date the Plan otherwise is considered to be an individually designed plan due to the nature and extent of the amendments. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, BENCOR's authority to amend the Plan on behalf of the Employer is conditioned on the Plan receiving a favorable determination letter.

(3) BENCOR will maintain, or have maintained on its behalf, a record of the employers that have adopted the BENCOR Plan and will make reasonable and diligent efforts to ensure that employers have received and are aware of all Plan amendments and that such employers adopt new documents when necessary. This paragraph (b) supersedes other provisions of the Plan to the extent those provisions are inconsistent with this paragraph.

(c) Operation of Amendments. Except as may be specifically provided otherwise in the Plan, or in any amendment to the Plan, each amendment to the Plan shall operate prospectively only from the effective date of the amendment, and the rights and obligations of an Employee, Participant, or Beneficiary of a Participant, who retires, becomes disabled, dies or otherwise terminates employment with the Employer prior to the effective date of any amendment, shall be determined without regard to such amendment, on the basis of the Plan terms in effect on the date of retirement, disability, death, or other termination of employment.

(d) Prohibition against Reversion of Assets. Except as provided in the Code and applicable regulations, no amendment shall cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants and their Beneficiaries.

Section 9.02 Termination of the Plan.

(a) Termination. Although it is intended that the Plan shall be permanent, the Employer reserves and shall have the right at any time to terminate or partially terminate the Plan, by delivering to BENCOR written notice of such termination, but only upon the condition that action is taken as shall render it impossible, except as specifically provided in Article 3, for any part of the Plan assets to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. If the Plan is terminated, the Employer shall direct the Trustee to distribute the assets remaining in the Fund to Participants and their Beneficiaries as soon as administratively feasible. In the event of the dissolution, merger, consolidation or reorganization of the Employer, the Plan shall terminate, and the Plan assets shall be liquidated unless the Plan is continued by a successor to the Employer in accordance with Section 9.03(b).

(b) Termination and Transfer to New Plan. If the Employer notifies BENCOR in writing (1) that it has established another plan providing comparable benefits to this Plan, (2) that such other plan meets the requirements of Code Section 401(a) that are applicable to governmental plans, and (3) that the Employer intends to discontinue contributions under this Plan due to the liabilities created under the new plan, then, upon further written direction from the Employer, the Fund shall be liquidated and the proceeds transferred to such newly created plan. Subsequently, this Plan shall cease to

have any effect with respect to Participants employed by the Employer and their Beneficiaries, and the rights of the parties shall be determined under the new plan.

(c) Rights upon Termination. If the Plan should be terminated or partially terminated, if the Employer completely discontinues contributions, or if a receiver of the Employer is appointed, or if the Plan should be wholly or partially terminated for any other reason, the Accounts of all Participants as then appearing upon the records of the Administrator (other than Accounts of former Employees who have terminated employment and who have incurred a Break in Service), or in the case of partial termination, the Accounts of affected Participants, shall become fully vested to the extent not already vested in accordance with the regular Plan terms, the amounts carried in said Accounts shall be revalued and adjusted as previously provided in the Plan, and said Accounts (after payment of expenses properly chargeable to the Fund and allocated among the Accounts) shall be distributed as soon as administratively feasible to affected Participants and Beneficiaries or transferred to a new plan as provided in paragraph (b) above. Whether a partial termination of the Plan has occurred under any circumstances shall be determined by the Administrator using guidance provided by Rev. Rul. 2007-43.

(d) Manner of Distribution. To the extent that no discrimination in value results, any distribution or transfer after termination of the Plan may be made, in whole or in part, in cash or in nontransferable annuity contracts. All non-cash distributions and transfers shall be valued at current fair market value.

Section 9.03 Predecessor and Successor Employers.

(a) Predecessor Employer. Employment with a predecessor employer shall be considered service with the Employer under this Plan to the extent required by the Code. Provided, however, that where such employment with a predecessor employer is not required by the Code to be considered service with the Employer, the Employer, in its discretion, nevertheless, may grant credit for such service under such uniform and non-discriminatory rules as may be established from time to time by the Employer.

(b) Successor Employer. In the event of any merger or consolidation of the Plan with, or transfer in whole or in part of the assets and liabilities of the Plan to, another plan of deferred compensation maintained or to be established for the benefit of all or some of the Participants of this Plan, the assets of the Plan applicable to such Participants shall be transferred to the other plan only if: (1) each Participant would (if either this Plan or the other plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had been terminated); (2) resolutions of the governing body of the Employer under this Plan, and of the governing body of any new or successor employer of the affected Participants, shall authorize such transfer of assets; and, in the case of the new or

successor employer of the affected Participants, its resolutions shall include an assumption of liabilities with respect to such Participants' inclusion in the new employer's plan; (3) such other plan is qualified under Code Sections 401(a) and 501(a); and (4) the change in sponsorship of the Plan is in connection with a transfer of business assets or operations of the Employer to the new sponsor.

Section 9.04 Notice. The Employer and affected Participants shall be given notice by the Administrator of any amendments to, any merger, consolidation, division or termination of the Plan or any transfer of Plan assets to another plan.

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 10.01 Payments for the Benefit of Payee. In the event that the Employer finds that any person to whom a benefit is payable under the terms of the Plan is unable to care for his/her affairs because of illness or accident, is otherwise mentally or physically incompetent, or is unable to give a valid receipt, the Employer, upon receipt of a durable power of attorney that complies with applicable state law or letters of authority of a guardian or conservator appointed by a court of competent jurisdiction, may direct the Trustee to make the payments becoming due to such person to another individual for such person's benefit, without responsibility on the part of the Employer or the Trustee to follow the application of such payment. Any such payment shall be a payment for the account of such person and shall operate as a complete discharge of all parties from any liability under the Plan.

Section 10.02 Employer's Rights. While the Employer believes in the benefits, policies and procedures described in the Plan, the language used in the Plan is not intended to create, nor is it to be construed to constitute, a contract of employment between the Employer and any of its Employees. Subject to any collective bargaining agreement, the Employer retains all its rights to discipline or discharge Employees or to exercise its rights as to incidents and tenure of employment. Employees retain the right to terminate their employment at any time and for any reason, and the Employer retains a similar right.

Section 10.03 Addresses and Mailing of Notices and Checks. Each recipient of benefits from the Plan shall be responsible for furnishing the Employer with his/her address, and the Employer in turn shall communicate such information to the Administrator. Any notices required or permitted to be given under the Plan shall be deemed given if directed to such address and mailed by regular United States mail. If any check mailed by regular United States mail to such address is returned, mailing of checks will be suspended until a correct address is furnished by the intended recipient.

Section 10.04 Action by Employer. Unless otherwise provided in the Plan, whenever the Employer under the terms of the Plan is permitted or required to do or perform any act, such act shall be done by the authority of the Employer's governing body, or by such employee of the Employer who may be duly authorized by the Employer's governing body.

Section 10.05 Construction.

(a) Gender; Singular and Plural Words. Wherever any words are used in the Plan in the masculine gender, they shall be construed as though they also were used in the feminine gender in all cases where they would so apply, and wherever any words are used in the Plan in the singular form, they shall be construed as though they also were used in the plural form in all cases where they would so apply.

(b) Headings. Headings of articles, sections and paragraphs of this instrument are inserted for convenience of reference. They constitute no part of the Plan and are not to be considered in the construction of the Plan.

(c) Savings Clause. If any provisions of the Plan shall be for any reason invalid or unenforceable, the remaining provisions nevertheless shall be carried into effect.

ARTICLE 11

DEFINITIONS

Section 11.01 "Account" means the interest of a Participant in the Plan's assets as determined as of each Accounting Date and as reflected in the records maintained by the Plan. Where appropriate, a Participant's Account also means the subaccounts that may be established to identify and track contributions of a specific character, which may be mere bookkeeping entries or individually or collectively segregated funds, as determined by the Administrator and the Trustee.

Section 11.02 "Accounting Date" means the last day of each Plan Year and any other date on which the Plan assets are valued and allocations to Accounts are made pursuant to Article 4.

Section 11.03 "Administrator" means the organization specifically designated from time to time by BENCOR to carry out the administrative functions specified in the Plan.

Section 11.04 "Adoption Agreement" means the agreement executed by the Employer for purposes of adoption of the BENCOR Plan and election of alternative provisions offered by the adoption agreement.

Section 11.05 "BENCOR" means BENCOR, Inc.

Section 11.06 "Beneficiary" means the beneficiary or beneficiaries of the Participant under the Plan as designated pursuant to Section 5.03(c).

Section 11.07 "Break in Service" means a Break in Service as described under Section 7.01(b).

Section 11.08 "Code" means the Internal Revenue Code of 1986, as amended.

Section 11.09 "Compensation" means the amount calculated for each Participant in accordance with Part 2(b) of the Adoption Agreement, except that compensation of any Participant for any Plan Year shall be disregarded for purposes specified in Treasury Regulations issued under Code Section 401(a)(17) to the extent it exceeds the cost-of-living adjusted dollar amount determined for the year in accordance with Section 7.03(b)(3)(G). The cost-of-living adjusted dollar amount in effect for any calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

Section 11.10 "Effective Date" means the date that the terms of this Plan first become effective with respect to the Employer, or the subsequent effective date of the Plan's amendment and restatement, as set forth in Part 1 of the Adoption Agreement.

Section 11.11 "Employee" means any common-law employee of the Employer.

Section 11.12 "Employer" means the governmental entity, which is a state government or a political subdivision or any agency or instrumentality of either of the foregoing, and which has adopted the Plan in accordance with the Adoption Agreement.

Section 11.13 "Fund" means the trust fund established pursuant to Article 8 for the purpose of holding and investing contributions made under the Plan, and out of which distributions are made pursuant to Article 6, and subject to the trust agreement and/or any other required documents and forms, including a custodial account or contract described in Code Section 401(f) and Treasury Regulation 1.401(f)-1 and treated under each as a qualified trust.

Section 11.14 "Group Annuity Contract" means any group annuity contract held by the Trustee and in which contributions under the Plan may be invested for the benefit of Participants.

Section 11.15 "Highly Compensated Employee" means any employee who for the preceding year had annual compensation (as defined in Section 7.03(b)(3)) from the Employer in excess of $120,000 (as adjusted after 2017 by the Secretary of Treasury). A Non-Highly Compensated Employee means any employee who is not a Highly Compensated Employee.

Section 11.16 "Investment Provider" means the entity or entities selected by BENCOR and providing the investment products in which contributions under the Plan may be invested for the benefit of Participants.

Section 11.17 "Normal Retirement Age" means the age and, if applicable, at least the number of years of participation, as set forth in Part 2(e) of the Adoption Agreement.

Section 11.18 "Participant" means an Employee who has met the eligibility requirements specified in Part 3 of the Adoption Agreement, who has commenced participation in the Plan in accordance with Article 2, and whose participation has not terminated under the other applicable provisions of the Plan.

Section 11.19 "Plan" means the retirement plan of the Employer as described in this instrument, the Adoption Agreement, and any subsequent amendments.

Section 11.20 "**Plan Year**" means the annual period defined in Part 2(a) of the Adoption Agreement.

Section 11.21 "**Trust Agreement**" means the separate written agreement, declaration and/or other forms and documents under which the Fund is maintained as executed by BENCOR and the Trustee. By execution of the Adoption Agreement, the Employer agrees to the terms of the Trust Agreement, and the Trustee shall be fully protected in taking, permitting or omitting any action in accordance with the terms of the Trust Agreement and shall incur no liability or responsibility for carrying out such actions as directed by the Employer or otherwise executing its responsibilities in accordance with the terms of the Trust Agreement. In the event of any conflict between the terms of the Plan and the Trust Agreement, the terms of the Plan shall control.

Section 11.22 "**Trustee**" means the party duly selected and appointed from time to time by BENCOR and currently serving as trustee under the Trust Agreement, including a person (such as a custodian) meeting the requirements of, holding the assets of the Plan pursuant to, and treated as the trustee under, Code Section 401(f) and Treasury Regulation 1.401(f)-1.

Section 11.23 "**Year of Service**" means a Year of Service as described in Section 7.01.

BENCOR, INC.

Dated: August 17, 2021

By: _____
Hugh B. Bishop, President

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(09/12/2019)
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