OLD NATIONAL BANCORP

EMPLOYEE STOCK OWNERSHIP AND SAVINGS PLAN

(As Amended and Restated Generally
Effective as of January 1, 2014)

Krieg DeVault LLP
www.kriegdevault.com

ADOPTION OF THE
OLD NATIONAL BANCORP
EMPLOYEE STOCK OWNERSHIP AND SAVINGS PLAN

(As Amended and Restated Generally Effective as of January 1, 2014)

Pursuant to resolutions adopted by the Board of Directors of Old National Bancorp (the "Company") on January 23, 2014, the undersigned officers of the Company hereby adopt the Old National Bancorp Employee Stock Ownership and Savings Plan (As Amended and Restated Generally Effective as of January 1, 2014) on behalf of the Company, in the form attached hereto.

Dated this _____ day of January, 2014.

OLD NATIONAL BANCORP

By:_____
Jeffrey L. Knight, Corporate Secretary

ATTEST:

By: _____

Its: _____

TABLE OF CONTENTS

OLD NATIONAL BANCORP

EMPLOYEE STOCK OWNERSHIP AND SAVINGS PLAN

Article I

Introduction

Section 1.1 Purposes and History.

(a) **Purpose**. The Old National Bancorp Employee Stock Ownership and Savings Plan (the "Plan") is maintained by Old National Bancorp, (the "Company"), a "C" corporation. The Plan consists of the following two components: (i) a stock bonus plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") which is designed to invest primarily in "qualifying employer securities" (referred to herein as the "ESOP Component"); and (ii) a qualified cash or deferred arrangement described in Code Section 401(k), which is not primarily invested in Company Stock and which is therefore not an employee stock ownership plan (referred to herein as the "401(k) Component"). "Qualifying employer securities" means common stock issued by the Company, or by a corporation which is a member of the same controlled group (the "Issuer"), having a combination of voting power and dividend rights which equals or exceeds that class of common stock of the Issuer having the greatest voting power, and the class of common stock of the Issuer having the greatest dividend rights ("Company Stock").

The purposes of the Plan, as restated, are to enable eligible employees to: (i) provide for their future financial security by deferring a portion of their compensation and having those funds accumulate under the Plan; (ii) share in the growth and prosperity of the Company; (iii) accumulate capital for their future economic security; and (iv) acquire beneficial stock ownership interests in the Company. Contributions to the ESOP Component of the Plan will be invested primarily in qualifying employer securities. The ESOP Component of the Plan is intended to be an employee stock ownership plan ("ESOP") within the meaning of Code Section 4975(e)(7) and Section 407(d)(6) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The Plan is also designed to assist the Company in meeting some of its corporate finance objectives. Accordingly, it may be used to:

(i) Provide an entity which can purchase Company Stock from time to time from shareholders or directly from the Company; and, if such stock is purchased directly from the Company, to provide the Company with additional capital; and

(ii) Receive loans (or other extensions of credit) to finance the acquisition of Company Stock, with such loans (or credit) secured primarily by a commitment by the Company to make (subject to the limitations in Section 5.11) Company Contributions to the Trust in amounts sufficient to enable principal and interest on such loans to be repaid.

(b) **History**. The Plan was originally established by the Company effective January 1, 1953 (the "Original Effective Date") in the form of a profit sharing plan. As of December 31, 1997, the Plan was known as the Employees' Savings and Profit Sharing Plan of Old National Bancorp (the "Prior Plan"). The Plan was amended and restated as of January 1, 1998 as the Old National Bancorp Employee Stock Ownership Plan. In connection therewith, the rollover contribution, salary reduction and investment accounts of all Participants under the Prior Plan, and all allocations thereto for the Plan Year ended December 31, 1997, were spun off to a new plan, the Old National Bancorp Employees' Savings Plan (the "Savings Plan"), together with all "protected benefits," as described in Code Section 411(d)(6), with respect thereto. Effective as of January 1, 2005, the Plan was amended and restated in its entirety to reflect the merger of the Savings Plan (herein, the "401(k) Account") into the Plan. In connection therewith, the name of the Plan was changed to the Old National Bancorp Employee Stock Ownership and Savings Plan.

Section 1.2 Effective Date. The "Effective Date" of the Plan, as amended and restated, is January 1, 2014, unless otherwise specified in the Plan or required by applicable law. The provisions of the Plan as restated only apply to an individual employed by an Employer on or after the Effective Date. The rights and benefits, if any, of an employee whose employment with the Employers terminated before the Effective Date will be determined in accordance with the terms of the Plan as of the date of his termination; provided, however, that if a Participant's benefits were not fully distributed prior to the Effective Date, then the provisions of the Plan, as restated herein, will govern the subsequent investment and distribution of those benefits.

Section 1.3 Employers and Affiliates. Any Affiliate may adopt the Plan for the benefit of its employees with the Company's consent in accordance with Supplement D. For purposes of the Plan, "Affiliate" means the Company and any other corporation or trade or business whose employees are treated as being employed by the Company under Code Section 414(b), 414(c), 414(m) or 414(o). The Company and each other Affiliate that adopts the Plan are referred to as the "Employers" and sometimes individually as an "Employer."

Section 1.4 Plan Administration; Plan Year. The Plan is administered by the Company's Pension and Profit Sharing Committee (the "Committee"), as described in Article IX, on the basis of a "Plan Year," which is the 12-month period commencing on each January 1 and ending on the following December 31. Any notice or document required to be given to or filed with an Employer or the Committee will be properly given or filed if delivered or mailed, by registered mail, postage prepaid, to:

The Pension and Profit Sharing Committee
c/o Old National Bancorp
P.O. Box 718
Evansville, IN 47705

Section 1.5 Funding of Benefits. Funds contributed to the Plan will be held and invested in a trust (the "Trust") until distribution, by one or more trustees (the "Trustee") appointed by the Company, in accordance with the terms of one or more trust agreements (the "Trust Agreement") between the Company and the Trustee which implement and form a part of the Plan. The provisions of and benefits under the Plan are subject to the terms and provisions of the Trust Agreement.

Section 1.6 Examination of Documents. Copies of the Plan and Trust Agreement, and any amendments of either document, will be made available at the principal office of each Employer where they may be examined by any Participant or other person entitled to benefits under the Plan.

Section 1.7 Plan Supplements. The provisions of the Plan may be modified by supplements to the Plan. The terms and provisions of each supplement are a part of the Plan and supersede any other provisions of the Plan to the extent necessary to eliminate any inconsistencies between the supplement and any other Plan provisions.

Section 1.8 Definition References. The following terms are defined in the Plan in the following Sections:

Term	Plan Section
Account	5.1
Accounting Date	5.2
Accounting Period	5.2
Actual Deferral Percentage	C-4
Adverse Benefit Determination	A-3
Affiliate	1.3
After-Tax Contribution Account	5.1(b)(vii)
Aggregated Plan	B-5(a)
Alternate Payee	10.12
Annual Addition	5.11(b)
Annual Dollar Limitation	C-2(a)
Authorized Leave of Absence	2.5(d)
Automatic Compensation Deferral	3.1(c)
Beneficiary	8.6
Benefit Claim	A-1
Board	2.5(b)
Cash Dividends	5.12
Catch-Up Contributions	3.1(b)
Charter	9.1
Claimant	A-1

Article II

Participation and Service

Section 2.1 Eligibility to Participate. Every individual employed by an Employer is eligible to participate in the Plan, provided that:

(a) He has completed one month of service for an Affiliate measured from the date he completed his first Hour of Service (as determined under Section 2.5); and

(b) He is a Covered Employee. The term "Covered Employee" means an individual employed by an Employer and classified by the Employer as a common-law employee, except that term does not include: (i) an employee employed in a unit of employees subject to a collective bargaining agreement where retirement benefits were negotiated in good faith by an Employer and that unit's bargaining representative; or (ii) any individual who is not classified as an employee of an Employer for purposes of the Employer's payroll records (including, without limitation, any independent contractor, any leased employee or other individual employed by or through a temporary help firm, a technical help firm, employee leasing firm or professional employer organization), regardless of whether such individual is or is later determined to be a common-law employee of the Employer.

Section 2.2 Commencement of Participation. Subject to the conditions and limitations of the Plan, each Covered Employee who was a Participant on December 31, 2013, will continue as a Participant on and after January 1, 2014. Any other Covered Employee will become a "Participant" on the first day of any month (an "Entry Date") coincident with or next following the date he satisfies the eligibility requirements of Section 2.1 or, if later, the date the employee's employer becomes an Employer pursuant to Supplement D. If an employee satisfies the requirements of subsection 2.1(a) but is not a Covered Employee, he will become a Participant in the Plan on the date he becomes a Covered Employee.

Section 2.3 Duration of Participation. Subject to Section 2.4, an employee will continue as a Participant until the later of his termination of employment with all of the Affiliates or the complete distribution of his Plan benefits.

Section 2.4 Restricted Participation and Reemployment. A Participant who: (i) has ceased to be employed by an Employer but has not received a complete distribution of his Plan benefits; or (ii) remained in the employ of an Employer, but has ceased to be a Covered Employee will, upon either such event, become an "Inactive Participant." An Inactive Participant (including the Beneficiary of a deceased Participant) will be treated as a Participant for all purposes of the Plan, except as follows:

(a) An Inactive Participant is not permitted to defer any portion of his Compensation under Section 3.1, is not permitted to make Rollover Contributions under Section 4.7, and will not share in any Company Contributions under Section 4.2, Section 4.3 or Section 4.4.

(b) The Beneficiary of a deceased Participant cannot designate a Beneficiary under Section 8.6.

An Inactive Participant who has not terminated employment with all of the Affiliates will become a Participant upon his return to status as a Covered Employee. A Participant who has terminated employment with all of the Affiliates and who is subsequently reemployed by an Employer will become a Participant upon his reemployment as a Covered Employee. An employee who was not a Participant and who has terminated employment with all of the Affiliates and who is subsequently reemployed by an Employer will be treated as a new employee and will become a Participant upon satisfying the requirements of Section 2.1. An employee who satisfied the requirements of Section 2.1 but did not become a Participant under Section 2.2 will be treated as a former Participant eligible for active participation in accordance with the foregoing provisions of this Section.

Section 2.5 Service. The following terms and provisions apply in determining a Participant's service under the Plan:

(a) The term "Hour of Service" means each hour for which an employee is directly or indirectly paid or entitled to payment by an Affiliate for the performance of duties and for reasons other than the performance of duties (such as vacation, sickness, disability, back pay or Authorized Leave of Absence) determined and credited in accordance with Section 2530.200b-2 of the Department of Labor regulations which are incorporated herein by reference. No more than 501 Hours of Service will be credited under this Section for any computation period in which no duties are performed by the employee. Employees will be credited with Hours of Service on the basis of the "actual" method. For purposes of the Plan, the "actual" method means the determination of Hours of Service from records of hours worked and hours for which an Employer makes payment or for which payment is due from an Employer. Hours of Service by an individual considered to be an employee of an Affiliate under Code Section 414(n) or (o) will be treated as Hours of Service under this Section.

(b) If an Employer acquires an entity or division or other section of an entity under an arrangement whereby the acquired entity is not or ceases to be a separate entity and is merged into an Employer or becomes an Employer, any employees of the acquired entity will be considered as new employees of the Employer for eligibility purposes on the effective date of the acquisition and will become Participants in accordance with Section 2.1 and Section 2.2.

Notwithstanding the preceding sentence, the Board of Directors of the Company (the "Board") may, in its sole discretion, provide for recognition of employment (and, if desired, compensation) by the acquired entity prior to the effective date of the acquisition for purposes of eligibility, vesting and contributions. Recognition of employment under this Section will be evidenced by resolution of the Board and such other documentation and records as the Committee specifies. In the case of an individual whose employment is to be recognized under this Section, the

Committee may require from the individual or the acquired entity such evidence of employment as the Committee deems reasonable and proper.

(c) The term "One-Year Break in Service" means any Plan Year in which the employee is not credited with more than 500 Hours of Service.

(d) An Authorized Leave of Absence does not constitute a termination of employment. The Compensation Deferrals and Catch-Up Contributions of a Participant who is on a paid Authorized Leave of Absence will continue unless the Participant elects to have them discontinued during the leave of absence. For purposes of the Plan, an "Authorized Leave of Absence" means:

(i) An absence authorized by the Employer under its standard personnel practices applied uniformly to all similarly situated employees; and

(ii) An absence due to service in the Armed Forces of the United States described in any applicable statute granting reemployment rights to employees engaged in such service.

(e) Solely for purposes of determining whether a One-Year Break in Service has occurred, an individual who is absent from work on an unpaid basis for maternity or paternity reasons or whose absence is covered under the Family and Medical Leave Act will receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight Hours of Service per day of such absence.

For purposes of this Section, an absence from work for maternity or paternity reasons means an absence: (i) by reason of the pregnancy of the individual; (ii) by reason of a birth of a child of the individual; (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual; or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

The Hours of Service credited under this subsection will be credited: (i) in the computation period in which the absence begins if the crediting is necessary to prevent a One-Year Break in Service in that period; or (ii) in all other cases, in the following computation period.

No more than 501 Hours of Service will be credited under this subsection in any computation period. The Committee may require an employee to furnish any information the Committee may need to establish that the employee's absence was for one of the reasons specified above.

Section 2.6 Military Service. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u) and, in accordance with Code Section 401(a)(37), Beneficiaries of Participants who die while performing qualified military service are

entitled to any additional benefits they would have received had the Participant resumed employment and then died. Generally, an employee called to qualified military service for a period of more than 30 days is treated as having terminated employment and, except as otherwise provided in this Section, will be treated as having incurred a severance from employment for purposes of the Plan. However, to the extent provided in Code Section 414(u), a Participant receiving from the Employer differential wage payments, as defined in the Code, will be treated as an employee of the Employer except that such employee will be treated as having incurred a severance from employment solely for purposes of being able to withdraw his Compensation Deferral and Catch-Up Contributions from the Plan, regardless of whether he is entitled to a withdrawal pursuant to Section 8.9. If a Participant withdraws all or any portion of his Compensation Deferral and Catch-Up Contributions under this Section, his deferral election will be suspended in the same manner as provided in Section 3.7.

Section 2.7 Notice of Participation. The Committee will notify each Covered Employee of the date he becomes a Participant in the Plan and will furnish each Participant with a summary plan description and such other reports required by the applicable governmental rules and regulations.

Article III

Deferrals

Section 3.1 Deferrals.

(a) **Compensation Deferrals**. Each Participant may elect to defer from one to 100 percent (including partial percentages) of his Compensation each Plan Year. Any amount so deferred (referred to as "Compensation Deferrals") will be withheld from the Participant's Compensation and contributed to the Plan under Section 4.1.

(b) **Catch-Up Contributions**. All Participants who are eligible to make Compensation Deferral Contributions and who will have attained age 50 before the last day of the Plan Year may elect to make "Catch-Up Contributions" for such Plan Year in addition to Compensation Deferral Contributions in accordance with and subject to the limitations of Code Section 414(v). Catch-Up Contributions will not be taken into account for purposes of applying the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan will not be treated as failing to satisfy the provisions of the Plan which implement the requirements of Code Section 401(a)(4), 401(k)(3), 401(k)(12), 410(b) or 416, as applicable, by reason of the making of such Catch-Up Contributions.

(c) **Automatic Compensation Deferrals**. After receiving the prior notification provided for in subsection 3.1(d), any Covered Employee who is then eligible or subsequently becomes eligible under Article II to make Compensation Deferrals to the Plan but does not make a Compensation Deferral election, will automatically be deemed to have made an election to make Compensation Deferrals equal to three percent of his Compensation (an "Automatic Compensation Deferral"), and to have the amount so deferred withheld from such Compensation and contributed to the Plan by the Company under Section 4.1. This Automatic Compensation Deferral election provision becomes applicable as soon as practicable following the date such Participant becomes eligible to make Compensation Deferrals. The Employer will establish written procedures with regard to the implementation of Automatic Compensation Deferrals. An Automatic Compensation Deferral election will remain in effect with respect to each affected Participant for each successive payroll date prior to the effective date of an election by such Participant made under Section 3.3 to either discontinue his Compensation Deferrals, or to increase or decrease the rate of Compensation Deferrals.

(d) **Notice of Automatic Compensation Deferrals**. Prior to April 1, 2014, not less than 30 days nor more than 90 days before the date a Covered Employee becomes eligible to make the Compensation Deferral election as described in subsection 3.1(a), such Covered Employee will receive a notice that explains the Automatic Compensation Deferral deemed election and the employee's right not to have

Compensation Deferrals made to the Plan or to alter the amount of his Compensation Deferrals. Effective as of April 1, 2014, not less than 30 days nor more than 90 days before such date or, if later, the date a Covered Employee becomes eligible to make the Compensation Deferral election as described in subsection 3.1(a), such Covered Employee will receive a notice that explains the Automatic Compensation Deferral deemed election, the automatic increase in Compensation Deferrals described in subsection 3.1(e) and the employee's right not to have Compensation Deferrals made to the Plan or to alter the amount of his Compensation Deferrals. The notice will include the procedure for exercising that right and the timing for implementing any such election. The notice will also include a description of how contributions for which the Participant has not made an investment election will be invested. Participants will receive an annual notice not less than 30 days or more than 90 days before the beginning of each Plan Year which will contain the same information as described previously in this subsection.

(e) **Automatic Escalation of Automatic Compensation Deferrals**. In accordance with written procedures established by the Employer, beginning April 1, 2014, if a Participant is deemed to have elected an Automatic Compensation Deferral as provided in subsection 3.1(c) in one Plan Year, the Participant will automatically be treated the following Plan Year as having made an election to defer four percent of his Compensation. The Participant's Compensation Deferrals will continue to increase annually in one percent increments until the Participant's Compensation Deferral percentage is six percent of Compensation, unless the Participant affirmatively elects otherwise as provided in Section 3.4.

Section 3.2 Roth Contribution Elections. A Participant may elect, in accordance with Section 3.1 and this Section, to classify all or any portion of his Compensation Deferrals and Catch-Up Contributions as Roth Contributions. A "Roth Contribution" means a Compensation Deferral or Catch-Up Contribution made by an Employer to the Plan at the election of the Participant which is:

(a) Designated irrevocably by the Participant at the time of the election as a Roth Contribution;

(b) Treated by the Employer as includible in the Participant's income at the time the Participant would have received the Compensation if the Participant had not made the election; and

(c) Maintained by the Plan in a separate sub-account (the "Roth Contribution Account") under the Participant's Deferral Contribution Account as described in Section 5.1.

The election, once made, is irrevocable with respect to the Roth Contributions made under such election. A Participant may change his Compensation Deferral and Catch-Up Contribution election as provided in Sections 3.3, 3.4 and this Section; however, the characterization of the Roth Contributions withheld prior to the effective date of the change in election may not be

altered. Except as otherwise provided in the Plan, Roth Contributions will be treated as Compensation Deferrals and Catch-Up Contributions for all purposes of the Plan including the Annual Additions limitations of Section 5.13; the Annual Dollar Limitation provided for in Section C-2; the Actual Deferral Percentage Limitation described in Section C-4 and the determination of whether the Plan is a Top-Heavy Plan as provided in Supplement B.

Section 3.3 Changes in Rate of Deferrals. A Participant who has elected or is deemed to have elected to make Compensation Deferrals or Catch-Up Contributions may elect to increase or decrease the rate of his Compensation Deferrals or Catch-Up Contributions (or to suspend or resume deferrals) within the limits specified in Section 3.1 as often as administratively feasible, but not less frequently than quarterly.

Section 3.4 Deferral Elections. A Participant's Compensation Deferral and Catch-Up Contributions election will be effective until his termination of employment with all the Employers or until changed or discontinued in accordance with Section 3.3 and this Section 3.4. Compensation Deferrals and Catch-Up Contributions will normally be made through equal payroll deductions. The Committee may establish other nondiscriminatory methods for permitting Compensation Deferrals and Catch-Up Contributions. Any elections or notices that are to be made or given under this Article must be made at the time and in the manner established by the Committee. The Committee may also prescribe additional rules and procedures consistent with the foregoing which govern Compensation Deferral and Catch-Up Contributions elections.

Section 3.5 No Investment in Company Stock. Compensation Deferrals, Catch-Up Contributions and Compensation Deferral Contribution Accounts cannot be invested in Company Stock.

Section 3.6 No Use of Deferrals to Pay Loan. Compensation Deferrals, Catch-Up Contributions and Compensation Deferral Contribution Accounts cannot be used to pay a Loan.

Section 3.7 Limitation Due to Hardship Withdrawals. If a Participant receives a hardship withdrawal under Section 8.9, his Compensation Deferral and, if applicable, his Catch-Up Contribution election will be suspended as of the withdrawal date until the first day of the first calendar month which occurs at least six months after the withdrawal.

Article IV

Contributions

Section 4.1 Deferral Contributions. Subject to the conditions and limitations of this Article, Article V and Supplement C, each Employer will contribute an amount equal to the Compensation Deferrals made under Section 3.1 for each Plan Year by a Participant employed by that Employer to the Trustee in the name of the Participant (referred to as a "Compensation Deferral Contribution"). If all or any portion of a Participant's Compensation Deferrals for any Plan Year cannot be contributed due to the limitations or conditions of Section 4.5, Section 5.11 or Supplement C the amount that cannot be contributed will be paid to the Participant. If that amount has already been contributed, the excess contribution will be returned directly to the Participant in accordance with Section C-4. Subject to the provisions of Code Section 414(v), each Employer will contribute an amount equal to the Catch-Up Contributions made under Section 3.1 for each Plan Year by a Participant employed by that Employer to the Trustee in the name of the Participant.

Section 4.2 Safe Harbor Matching Contributions. Subject to the conditions and limitations of this Article, Article V and Supplement C, the Employers may contribute an amount designated as a "Safe Harbor Matching Contribution." A Safe Harbor Matching Contribution will be allocated in accordance with subsection 5.8(a) to Participants who had Compensation Deferral, Catch-Up or Roth Contributions made on their behalf by the Employer under this Plan for that Plan Year. The Safe Harbor Matching Contribution will be an amount necessary to match 100 percent of the Participant's Compensation Deferral and Catch-Up Contributions not exceeding six percent of Compensation.

At the election of the Employer, a Safe Harbor Matching Contribution with respect to Compensation Deferral Contributions may be allocated on a payroll-by-payroll basis, rather than an annual basis, without the need to make partial contributions at the end of the Plan Year (the "payroll period method"). If the payroll period method is used during a Plan Year, Safe Harbor Matching Contributions allocated with respect to Compensation Deferral Contributions made with respect to all payroll periods ending with or within a Plan Year quarter must be contributed to the Trust Fund by the last day of the following Plan Year quarter. Because the determination of whether an elective deferral is a Catch-Up Contribution is made as of the last day of the Plan Year, Safe Harbor Matching Contributions with respect to Catch-Up Contributions will be determined and contributed as of the last day of the Plan Year.

Safe Harbor Matching Contributions may be paid to the Trust in cash or in shares of Company Stock, as determined by the Board in its sole discretion. Cash contributions can be used by the Trustee, as directed by the Committee, to purchase whole shares of Company Stock directly from the Company, in the open market or both, as determined and directed by the Committee. Safe Harbor Matching Contributions may also be paid in cash in such amounts and at such times (subject to the limits of Section 5.11) as may be needed to provide the Trust with funds sufficient to pay when due any principal and interest required by a Loan.

Effective as of April 1, 2010, the Employers suspended making Safe Harbor Matching Contributions to the Plan until such time as the Employers determine.

Section 4.3 Matching Contributions Subject to the conditions and limitations of this Article, Article V and Supplement C, as of the last day of each Plan Year, the Employers may contribute to the Trustee an amount, determined by the Board in its sole discretion, designated as a "Matching Contribution." A Matching Contribution will be allocated in accordance with subsection 5.8(b) to Participants who had Compensation Deferral or Roth Contributions made on their behalf by the Employer for that Plan Year. Matching Contributions may be paid to the Trust in cash or in whole shares of Company Stock, as determined by the Board in its sole discretion. Matching Contributions paid in cash may be used by the Trustee, as directed by the Committee, to purchase whole shares of Company Stock directly from the Company, in the open market or both, as determined and directed by the Committee.

Matching Contributions may also be paid in cash in such amounts and at such times (subject to the limits of Section 5.11), as may be needed to provide the Trust with funds sufficient to pay when due any principal and interest required by a Loan.

Section 4.4 Profit Sharing Contributions. Subject to the conditions and limitations of this Article and Article V, each Plan Year an Employer may contribute to the Trustee an amount, determined by the Board in its sole discretion, designated as a "Profit Sharing Contribution." A Profit Sharing Contribution made by an Employer under this Section will be allocated in accordance with subsection 5.8(c).

Profit Sharing Contributions may be paid to the Trust in cash or in whole shares of Company Stock, as determined by the Committee in its sole discretion. Profit Sharing Contributions paid in cash may be used by the Trustee, as directed by the Committee, to purchase whole shares of Company Stock directly from the Company, in the open market or both, as determined and directed by the Committee. Profit Sharing Contributions may also be paid in cash in such amounts and at such times (subject to the limits of Section 5.11), as may be required to provide the Trust with funds sufficient to pay when due any principal and interest required by a Loan.

Section 4.5 Limitations on Contributions. An Employer's contributions made under Sections 4.1 through 4.4 for any taxable year of the Employer (that is, for a Plan Year that begins with or within that taxable year) may not, unless the Employer specifies otherwise, exceed an amount equal to the maximum amount deductible by the Employer on account of these contributions for federal income tax purposes for that taxable year.

Section 4.6 Payment of Contributions. Compensation Deferral and Catch-Up Contributions will be paid to the Trustee as soon as practicable after the date the Compensation Deferrals and Catch-Up Contributions would have been paid to the Participants but for their elections under Section 3.1.

Contributions to be made under Sections 4.2 through 4.4 ("Company Contributions") are to be paid to the Trustee no later than the date prescribed by law for filing the Employer's federal income tax return, including extensions. Unless otherwise determined by the Board in its sole discretion, any contributions paid with respect to a Plan Year under this Section will be considered to have been paid on the last day of that year, regardless of when actually paid to the Trustee.

As of the last day of the Plan Year, amounts in the Company Contributions Account, including amounts contributed after such last day, will be allocated to Participants' Accounts as provided in Article V. The "Company Contributions Account" is the account used to reflect Company Stock and other assets held by the Trustee derived from Profit Sharing Contributions to the Trust, prior to their allocation to the Participants' Accounts in accordance with the provisions of Article V and Article VI. The Company Contributions Account will not share in the net income (or loss) of the Trust, as described in Section 5.3.

Section 4.7 Rollover Contributions. Subject to rules and procedures established by the Committee, a Participant or Covered Employee, but not an Inactive Participant, may at any time contribute all or any part of an amount that is eligible for rollover to a qualified plan as determined under the applicable provisions of the Code (a "Rollover Contribution") if such Rollover Contribution is: (i) a direct rollover of an Eligible Rollover Distribution from a qualified plan described in Code Section 401(a) or 403(a) or an annuity contract described in Code Section 403(b), excluding after-tax employee contributions, (ii) a Participant contribution of an Eligible Rollover Distribution from a qualified plan described in Code Section 401(a) or 403(a) or an annuity contract described in Code Section 403(b), excluding after-tax employee contributions; or (iii) a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income. However, if the contribution is not a direct rollover from a plan described above, the contribution must be made within 60 days after the date the Participant receives that amount. A Rollover Contribution will be credited to an account established under Section 5.1 in the name of the Participant or the Covered Employee and any amount credited to that account will be fully vested and nonforfeitable at all times. Neither Rollover Contributions nor any part of a Participant's Rollover Contribution Account can be invested in Company Stock or used to pay principal or interest on a Loan.

Any Rollover Contribution that is being rolled from a Roth contribution account under a Code Section 401(k) plan or a Roth individual retirement account will be credited to a segregated account (the "Roth Rollover Account"), a sub-account of the Participant's Rollover Contribution Account, in accordance with the rules and procedures established by the Committee and the Roth Rollover Account will be subject to the same separate accounting requirements as provided in Section 5.1 with respect to Roth Contribution Accounts.

If an Employer acquires an entity or division or other section of an entity under an arrangement whereby the acquired entity is not or ceases to be a separate entity and is merged into an Employer or becomes an Employer under the Plan, the Board may, in its sole discretion, provide for the direct rollover of an outstanding participant loan held under the defined contribution plan maintained by or on behalf of the acquired entity with respect to Covered Employees under the Plan. Whether such loans will be allowed to be rolled into the Plan will be evidenced by a resolution of the Board or such other documentation and records as the Committee specifies. In the case of loan which is to be directly rolled over under this Section, the Committee may require from the distributing plan or entity such information with regard to the loan as the Committee deems reasonable and proper. No participant loan will be accepted under this provision if the acceptance of such loan would result in a prohibited transaction as defined under Code Section 4975(c) which is not otherwise exempt under Code Section 4975(d).

Section 4.8 Direct Transfers. At the direction of and in accordance with rules prescribed by the Committee, a Participant's or a Covered Employee's benefits under another plan which meets the requirements of Code Section 401(a) may be received by the Trustee from the trustee of that other plan. Any amount so received will be credited to an account established under Section 5.1 in the name of the Participant or Covered Employee and any amount credited to such an account will be fully vested and nonforfeitable at all times. No portion of any amount transferred to the Plan under this Section can be used to pay principal or interest on a Loan.

Section 4.9 Participant After-Tax Contributions. Except for Roth Contributions, Participants are not required or permitted to make after-tax contributions under the Plan.

Article V

Allocations to Participants

Section 5.1 Individual Accounts. The Committee will create and maintain an "Account" in the name of each Participant and, if applicable, Covered Employee, to reflect the credits and charges to be made to such Account under this Article, which will consist of the following:

(a) An "ESOP Account" which will consist of the Company Stock Account and the Other Investments Account as described below:

(i) A "Company Stock Account" which will consist of the following sub-accounts:

(A) A "Safe Harbor Matching Contribution-Stock Account" to reflect the Participant's allocable share of Company Stock, as provided in subsection 5.5(a);

(B) A "Matching Contribution-Stock Account" to reflect the Participant's allocable share of Company Stock, as provided in subsection 5.5(b);

(C) A "Profit Sharing Contribution-Stock Account" to reflect the Participant's allocable share of Company Stock, as provided in subsection 5.5(c);

(D) An "ESOP Dividend-Stock Account to reflect the Participant's share of Company Stock purchased with cash dividends as provided in subsection 5.5(d); and

(E) An "ESOP Prior Stock Account" to reflect the Participant's share of Company Stock allocated to the Participant's ESOP Diversification Account prior to October 1, 2006.

(ii) An "Other Investments Account" which will consist of the following sub-accounts:

(A) A "Safe Harbor Matching Contribution-Cash Account" to reflect the Participant's allocable share of Safe Harbor Matching Contributions made in cash and not used to purchase Company Stock, as provided in subsection 5.6(a);

(B) A "Matching Contribution-Cash Account" to reflect the Participant's allocable share of Matching Contributions made in cash and not used to purchase Company Stock, as provided in subsection 5.6(b);

(C) A "Profit Sharing Contribution-Cash Account" to reflect the Participant's allocable share of Profit Sharing Contributions made in cash and not used to purchase Company Stock, as provided in subsection 5.6(c); and

(D) A "ESOP Dividend-Cash Account" to reflect the Participant's allocable share of cash dividends not used to purchase Company Stock, as provided in subsection 5.6(d).

(b) A "401(k) Account" which will consist of the following sub-accounts:

(i) A "Compensation Deferral Contribution Account" to reflect the Participant's Compensation Deferral and Catch-Up Contributions, as provided in subsection 5.7(a), which is further divided into a "Pre-Tax Contribution Account" and a "Roth Contribution Account";

(ii) A "Safe Harbor Matching Contribution Account" to reflect the Participant's allocable share of Safe Harbor Matching Contributions made to the 401(k) Account, as provided in subsection 5.7(b);

(iii) A "Matching Contribution Account" to reflect the Participant's allocable share of Matching Contributions made to the 401(k) Account, as provided in subsection 5.7(c);

(iv) An "ESOP Diversification Account" to reflect amounts attributable to diversification elections made under Article XIV, as provided in subsection 5.7(d);

(v) A "Rollover Contribution Account" to reflect Rollover Contributions made by a Participant or Covered Employee, as provided in subsection 5.7(e);

(vi) A "Prior Plan Account" to reflect deferral, matching and profit sharing contributions transferred to the Plan as provided in subsection 5.7(f); and

(vii) An "After-Tax Contribution Account" to reflect after-tax employee contributions transferred to the Plan as provided in subsection 5.7(g).

(c) The Committee will also establish the suspense account referred to in Section 6.4 if a Loan is incurred by the Trust. The Committee will also maintain such other accounts or sub-accounts as it determines to be necessary for the proper administration of the Plan, including a "Direct Transfer Account" to reflect direct transfers made to the Plan under Section 4.8. The Committee will maintain records from which it can be determined the portion of each Other Investments Account which at any time is available to meet obligations under a Loan in accordance with Section 7.1 and the portion which is not so available. Unless the context indicates otherwise, references to a Participant's "Account" means all accounts maintained in his name under the Plan. The maintenance of these

accounts is only for accounting purposes, and no assets held under the Trust need be segregated to any account.

The Committee will create and maintain a "Roth Contribution Account" in the Participant's Compensation Deferral Contribution Account to reflect Compensation Deferral Contributions and Catch-Up Contributions designated as Roth Contributions made on behalf of the Participant and any gains, losses, withdrawals and other credits or charges made to such account and will maintain sufficient information to determine the extent to which any distribution from such account is a qualified distribution as described in Code Section 408A(d). The Roth Contribution Account will be distributable at the same time and in the same manner as a Participant's Compensation Deferral Contribution Account.

Section 5.2 Accounting Date. The term "Accounting Date" means each day on which the securities markets of the United States generally are in operation.

Section 5.3 Account Adjustments. The Committee may adopt accounting procedures for the purpose of making the allocations, valuations and adjustments to Participants' Accounts provided for in this Article.

(a) **ESOP Component**. Except as provided in Treasury Regulation Section 54.4975-11(d), (i) Company Stock acquired by the Plan will be accounted for as provided under Treasury Regulation Section 1.402(a)-1(b), (ii) allocations of Company Stock will be made separately for each class of stock, and (iii) the Committee will maintain adequate records of the cost basis of all shares of Company Stock allocated to each Participant's Company Stock Account. From time to time, the Committee may modify the accounting procedures for the purpose of achieving equitable and nondiscriminatory allocations among the ESOP Accounts of Participants in accordance with the general concepts of the Plan and the provisions of this Section. Valuations of Trust assets will be made at fair market value, except that Company Stock will be valued as described in Section 6.2.

The net income (or loss) of the Trust which is attributable to the portion of the Trust allocated to Participants' Other Investments Accounts will be allocated to each Participant's Other Investments Account, in the ratio which the adjusted balance of his Other Investments Account on the last day of the Accounting Period (reduced by the amount of any distributions, purchases of Company Stock, payments of principal and interest on a Loan and payments of expenses therefrom during the Accounting Period) bears to the sum of such balances for all Participants as of that date. Such determination will be made prior to the allocation of Company Contributions for the Plan Year ended on such Accounting Date.

For purposes of this Section, net income (or loss) of the Trust will not include: (i) contributions; (ii) Cash Dividends on Company Stock (unless otherwise provided in the Plan); or (iii) stock dividends on Company Stock. Cash Dividends on Company Stock will be allocated as provided in Section 5.12. Net

income (or loss) attributable to the Company Contributions Account will be allocated as set forth above as earnings on Other Investments Accounts and the Company Contributions Account will not share in the allocation of net income (or loss) of the Trust.

(b) **401(k) Component**. 401(k) Accounts will be adjusted by the Trustee, at the direction of the Committee, as of each Accounting Date in accordance with the following:

(i) Withdrawals. Any distributions or withdrawals will be debited from the applicable 401(k) Account(s) of affected Participants.

(ii) Adjustments.

(A) The net asset value of the securities and/or other assets allocated to 401(k) Accounts will be computed. This net asset value will be equal to the market price of the securities and other assets allocated to the 401(k) Accounts as of the close of business on the current Accounting Date.

(B) Following the computation of the net asset value for each Investment Fund, a gain or loss will be assigned to each 401(k) Account invested in the fund based on the net asset value of the Investment Fund on the previous Accounting Date.

(C) Any requests for transfers to be made to or from an Investment Fund by any Participant, Inactive Participant or Beneficiary received prior to the stated deadline on such Accounting Date will be made. In completing the valuation procedure described above, such adjustments in the amount credited to such 401(k) Account will be made on the Accounting Date to which the investment activity relates. It is intended that this Section operate to distribute among the Participants' 401(k) Accounts all income of the 401(k) Component and changes in the value of the 401(k) Component's assets.

(D) In addition to the provisions of this subsection 5.3(b)(ii), if a pooled Investment Fund is created as a designated fund for Participant investment election in the 401(k) Component, valuation of the pooled Investment Fund will be governed by the administrative services agreement for that pooled Investment Fund.

(iii) Crediting Contributions. Contributions will be credited to Participants' 401(k) Accounts as set forth in Section 5.4, or allocated as set forth in Section 5.8.

(iv) Deemed Date of Allocation. All credits or deductions made under this Article to Participants' 401(k) Accounts will, for all purposes other than

the allocation of income, be deemed to have been made no later than the last day of the Plan Year though actually determined thereafter. For any period in which one or more Investment Funds are maintained under Section 6.5, the foregoing provisions of this Section will be applied to the 401(k) Account balances invested in each Investment Fund and to any withdrawals or contributions to be allocated to an Investment Fund as if each Investment Fund were a separate trust fund. No credit to an Investment Fund will be taken into account under this Section until the Accounting Date the contribution was both paid to the Trustee and credited to the Investment Fund by the Investment Fund record keeper.

Section 5.4 Crediting of Deferral Contributions. Subject to the conditions and limitations of this Article and Supplement C, as of each Accounting Date, any Compensation Deferral and Catch-Up Contributions received by the Trustee on behalf of a Participant under Section 4.1 as of that Accounting Date, that are not returned to the Participant under Section 4.1, will be credited to that Participant's Compensation Deferral Contribution Account.

Section 5.5 Company Stock Accounts. Participants' Company Stock Accounts will be invested by the Trustee as directed by the Committee except as otherwise provided in Article XIV regarding diversification of Company Stock.

(a) **Safe Harbor Matching Contribution-Stock Account**. The Safe Harbor Matching Contribution-Stock Account will be credited with Company Stock (including fractional shares): (i) purchased by the Trustee with Safe Harbor Matching Contributions made in cash; (ii) contributed in kind by the Employers under Section 4.2; (iii) released from the suspense account referred to in Section 6.4 due to payments on a Loan with Safe Harbor Matching Contributions or the Participant's Safe Harbor Matching Contribution-Cash Account; and (iv) from stock dividends on Company Stock allocated to the Participant's Safe Harbor Matching Contribution-Stock Account;. Company Stock acquired by the Trust with the proceeds of a Loan will be allocated to the Safe Harbor Matching Contribution-Stock Accounts of Participants according to the method set forth in subsection 5.8(a), as the Company Stock is released from the suspense account provided for in Section 6.4.

(b) **Matching Contribution-Stock Account**. The Matching Contribution-Stock Account will be credited with Company Stock (including fractional shares): (i) purchased by the Trustee with Matching Contributions made in cash; (ii) contributed in kind by the Employers under Section 4.3; (iii) released from the suspense account referred to in Section 6.4 due to payments on a Loan with Matching Contributions or the Matching Contribution-Cash Account; and (iv) from stock dividends on Company Stock allocated to the Matching Contribution-Stock Account. Company Stock acquired by the Trust with the proceeds of a Loan will be allocated to the Matching Contribution-Stock Accounts of Participants according to the method set forth in subsection 5.8(b), as the Company Stock is released from the suspense account provided for in Section 6.4.

(c) **Profit Sharing Contribution-Stock Account**. The Profit Sharing Contribution-Stock Account will be credited with Company Stock (including fractional shares): (i) purchased by the Trustee with Profit Sharing Contributions made in cash; (ii) contributed in kind by the Employers under Section 4.4; (iii) released from the suspense account referred to in Section 6.4 due to payments on a Loan with Profit Sharing Contributions or the Participant's Profit Contribution-Cash Account; and (iv) from stock dividends on Company Stock allocated to the Participant's Profit Sharing Contribution-Stock Account. Company Stock acquired by the Trust with the proceeds of a Loan will be allocated to the Profit Sharing Contribution-Stock Accounts of Participants according to the method set forth in subsection 5.8(c), as the Company Stock is released from the suspense account provided for in Section 6.4.

(d) **ESOP Dividend-Stock Account**. The ESOP Dividend-Stock Account maintained for a Participant will be credited with a Participant's allocable share of Company Stock (including fractional shares) purchased by the Trustee with Cash Dividends paid on Company Stock allocated to the Participant's Account pursuant to Participant election under Section 5.12.

(e) **ESOP Prior Stock Account**. The ESOP Prior Stock Account maintained for a Participant will be credited with (i) Company Stock transferred from the Participant's ESOP Diversification Account effective as of October 1, 2006; and (ii) stock dividends on Company Stock allocated to the Participant's ESOP Prior Stock Account.

Section 5.6 Other Investments Accounts. Participants' Other Investments Accounts will be invested by the Trustee as directed by the Committee.

(a) **Safe Harbor Matching Contribution-Cash Account**. The Safe Harbor Matching Contribution-Cash Account will be credited (or debited) with: (i) the Participant's allocable share, determined under subsection 5.8(a), of Safe Harbor Matching Contributions made in cash and not yet used to purchase Company Stock or to make principal and interest payments on a Loan; and (ii) its allocable share of the net income (or loss) of the Trust (other than dividends on Company Stock).

(b) **Matching Contribution-Cash Account**. The Matching Contribution-Cash Account will be credited (or debited) with: (i) the Participant's allocable share, determined under subsection 5.8(b), of Matching Contributions made in cash and not used to purchase Company Stock or to make principal and interest payments on a Loan; and (ii) its allocable share of the net income (or loss) of the Trust (other than dividends on Company Stock).

(c) **Profit Sharing Contribution-Cash Account**. The Profit Sharing Contribution-Cash Account will be credited (or debited) with: (i) the Participant's allocable share, determined under subsection 5.8(c), of Profit Sharing Contributions made in cash and not used to purchase Company Stock or to make principal and interest

payments on a Loan; and (ii) its allocable share of the net income (or loss) of the Trust (other than dividends on Company Stock).

(d) **ESOP Dividend-Cash Account**. The ESOP Dividend-Cash Account maintained for a Participant will be credited (or debited) with (i) the Participant's allocable share of cash dividends on Company Stock which have not yet been used to purchase Company Stock pursuant to the Participant's election under Section 5.12; and (ii) its allocable share of the net income (or loss) of the Trust (other than dividends on Company Stock).

(e) **Use of Other Investments Accounts**. Each Other Investments Account will be debited for its share of any cash payments for the acquisition of Company Stock for the benefit of a Participant's Company Stock Account and for any payment of principal or interest on a Loan chargeable to his Other Investments Account; provided, however, that only the portion of such Other Investments Account which is available to meet obligations under a Loan will be used to pay principal or interest on a Loan.

Section 5.7 401(k) Accounts. Participants' 401(k) Accounts will be invested by the Trustee in Investment Funds as provided in Section 6.5 as if each Investment Fund were a separate trust fund. A Participant will direct the Trustee as to the investment of his 401(k) Account.

(a) **Compensation Deferral Contribution Account**. The Compensation Deferral Contribution Account will be credited (or debited) with: (i) the Participant's Compensation Deferral and Catch-Up Contributions; and (ii) its allocable share of the net income (or loss) of the Trust.

(b) **Safe Harbor Matching Contribution Account.** The Safe Harbor Matching Contribution Account will be credited (or debited) with: (i) the Participant's allocable share of Safe Harbor Matching Contributions made to the 401(k) Account; and (ii) its allocable share of the net income (or loss) of the Trust.

(c) **Matching Contribution Account**. The Matching Contribution Account will be credited (or debited) with: (i) the Participant's allocable share of Matching Contributions made to the 401(k) Account; and (ii) its allocable share of the net income (or loss) of the Trust.

(d) **ESOP Diversification Account**. The ESOP Diversification Account will be credited (or debited) with: (i) amounts transferred from the Qualified Participant's Company Stock Account in connection with the making by the Participant of diversification elections under Article XIV; and (ii) its allocable share of the net income (or loss) of the Trust.

(e) **Rollover Contribution Account**. The Rollover Contribution Account will be credited (or debited) with: (i) the Participant's or Covered Employee's Rollover Contributions; and (ii) its allocable share of the net income (or loss) of the Trust.

(f) **Prior Plan Account**. The Prior Plan Account maintained for each eligible Participant will be credited (or debited) with (i) the Participant's accounts transferred from a plan that was merged into the Plan; and (ii) its allocable share of the net income (or loss) of the Trust. The Prior Plan Account will contain a Prior Deferral Contribution Account, a Prior Matching Contribution Account, a Prior Discretionary Contribution Account, and such other subaccounts the Committee designates.

(g) **After-Tax Contribution Account**. The After-Tax Contribution Account maintained for each eligible Participant will be credited (or debited) with (i) the Participant's after-tax contributions and earnings transferred from the Prior Plan or a plan that was merged into the Plan; and (ii) its allocable share of the net income (or loss) of the Trust.

No portion of the 401(k) Component will be used to pay principal and interest on a Loan. All amounts allocated to a Participant's 401(k) Account will be invested by the Participant in the Investment Funds referred to in Section 6.5.

Section 5.8 Allocation of Company Contributions.

(a) **Safe Harbor Matching Contributions**. Subject to the conditions and limitations of this Article and Supplement C, the Company Stock released from the suspense account referred to in Section 6.4 or held in the Company Contributions Account attributable to Safe Harbor Matching Contributions, and Safe Harbor Matching Contributions, if any, which will not be invested in Company Stock, will be allocated, after the allocation of the net income (or loss) of the Trust for the Plan Year as provided in Section 5.3 to each Participant as of the last day of such Plan Year or such other Accounting Date determined by the Committee (even though receipt of the Safe Harbor Matching Contributions by the Trustee may take place before or after such Accounting Date). Such allocation will be made to the Safe Harbor Matching Contribution Accounts, Safe Harbor Matching Contribution-Stock Accounts or Safe Harbor Matching Contribution-Cash Accounts, as the case may be, of all Participants on a *pro rata* basis, according to the Compensation Deferral Contributions credited to the Participants under Section 5.4 for the Plan Year

(b) **Matching Contributions**. Subject to the limitations of this Article and Section C-6, the Company Stock released from the suspense account referred to in Section 6.4 or held in the Company Contributions Account attributable to Matching Contributions, and Matching Contributions, if any, which will not be invested in Company Stock, will be allocated, after the allocation of the net income (or loss) of the Trust for the Plan Year as provided in Section 5.3, to each Participant as of the last day of such Plan Year (even though receipt of the Matching Contributions by the Trustee may take place before or after the close of such Plan Year). Such allocation will be made to the Matching Contribution Accounts, Matching Contribution-Stock Accounts or Matching Contribution-Cash Accounts, as the case may be, of all Participants on a *pro rata* basis, according to the

Compensation Deferral Contributions credited to those Participants under Section 5.4 for that Plan Year. Notwithstanding the foregoing, the Employer may limit the Compensation Deferral Contributions to be used with respect to the Participants for allocation purposes by specifying that limit (in either dollar or percentage terms or both) prior to the end of the Plan Year for which the Matching Contributions are being made.

(c) **Profit Sharing Contributions**. Subject to the limitations of this Article, the Company Stock released from the suspense account referred to in Section 6.4 or held in the Company Contributions Account attributable to Profit Sharing Contributions, and Profit Sharing Contributions, if any, which will not be invested in Company Stock, will be allocated, after the allocation of the net income (or loss) of the Trust for the Plan Year as provided in Section 5.3, as of the last day of such Plan Year (even though receipt of the Profit Sharing Contributions by the Trustee may take place before or after the close of such Plan Year). Such allocation will be made to the Profit Sharing Contribution-Stock Accounts and Profit Sharing Contribution-Cash Accounts, as the case may be, of all Eligible Participants. The allocation will be made to each Eligible Participant's Account in the proportion that the Eligible Participant's Compensation for that Plan Year bears to the Compensation of all Eligible Participants for that year.

Section 5.9 Eligible Participants. An "Eligible Participant" means a Participant who is:

(a) Employed by an Employer (or on an Authorized Leave of Absence) on the last day of the Plan Year and who is credited with 1,000 or more Hours of Service for that year; or

(b) Employed by an Employer during the Plan Year who terminated his employment during that year on or after attaining his Normal Retirement Age, or due to his death or Total and Permanent Disability.

Section 5.10 Compensation. A Participant's "Compensation" for any Plan Year means the Participant's wages, salaries, fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income, including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, military differential pay and Compensation Deferral and Catch-Up Contributions made on his behalf that would have been reported as taxable income for that year but for his Compensation Deferral or Catch-Up Contribution election and the amount that was not reported as taxable income as a result of an election made by the Participant under a Code Section 125 plan or by reason of Code Section 132(f), and amounts paid within the later of (i) 2½ months following the Participant's termination of employment, or (ii) the end of the Plan Year in which the Participant terminated employment; provided, however, the amounts paid are regular compensation such as base pay, overtime or shift differentials, commissions, bonuses, accrued sick, vacation or PTO, or other similar payments that would have been paid to the Participant if he had continued his employment with the Employer. Compensation also includes

amounts received pursuant to an unfunded nonqualified deferred compensation plan if payment would have been made at the same time had the Participant remained employed and provided such amount is includible in the Participant's gross income. Payments under the preceding sentence must be paid by the later of (A) 2½ months following the Participant's termination of employment, or (B) the end of the Plan Year in which the Participant terminated employment.

Compensation does not include:

(a) contributions made by an Employer to a qualified plan to the extent that, before application of Code Section 415 to that plan, the contributions are not includible in the gross income of the Participant for the year in which contributed;

(b) employer contributions on behalf of an employee to a simplified pension plan;

(c) any distribution from a plan of deferred compensation, except that any amounts received by an employee pursuant to an unfunded non-qualified plan may be included in the year that such amounts are included in gross income;

(d) amounts realized from the exercise of a non-qualified stock option or from stock or property that is currently taxable under Code Section 83;

(e) amounts realized from the sale, exchange, or other disposition of stock acquired through the exercise of a qualified or incentive stock option;

(f) other amounts that receive special tax benefits, such as premiums for group term life insurance to the extent not included in gross income, or contributions made by an employer toward the purchase of an annuity contract described in Code Section 403(b);

(g) medical or disability benefits includible in gross income;

(h) moving expenses paid or reimbursed by the Company if not deductible;

(i) non-qualified stock options which are includible in gross income in the year granted;

(j) the amount of income includible in gross income as a result of an election described in Code Section 83(b); or

(k) fringe benefits (cash and non-cash), reimbursements or other expense allowances, moving expenses, deferred compensation and welfare benefits.

For purposes of allocating contributions under this Article, in the case of a Participant who enters the Plan on a date other than the first day of the Plan Year, such Participant's

Compensation will include only that Compensation paid to the Participant after becoming and while he is a Participant. In addition, a Participant's Compensation does not include any amount in excess of the Compensation Cap in effect for that year. The term "Compensation Cap" means the sum of: (i) $260,000; and (ii) any adjustments permitted under Code Section 401(a)(17)(B).

Section 5.11 Maximum Additions.

(a) Notwithstanding anything contained in the Plan to the contrary, except to the extent permitted under Section 3.1(b) and Code Section 414(v), if applicable, the Annual Addition made to a Participant's Account for any Plan Year will not exceed the lesser of $52,000 (as adjusted pursuant to Code Section 415(d)(1)(C)) or 100 percent of the Participant's Compensation without regard to the exclusion in subsection 5.10(k) ("415 Compensation").

(b) The term "Annual Addition" means the sum of the Compensation Deferral Contributions, Safe Harbor Matching Contributions, Matching Contributions, and Profit Sharing Contributions that are to be credited to a Participant's Account for a Plan Year. Except as provided in subsection 5.11(c), to the extent a contribution is made in the form of Company Stock, the amount of the Annual Addition will be calculated based on the fair market value of Company Stock, as determined under Section 6.2, as of the Accounting Date which coincides with the date as of which the Annual Addition is allocated. All defined contribution plans maintained by an Affiliate will be aggregated with this Plan for purposes of determining the limitation on Annual Additions. For purposes of the preceding sentence, the term Annual Addition will include any Employer contributions, employee contributions, forfeitures and allocations made on behalf of a Participant to an individual medical account, as defined in Code Section 415(l)(2), or to a separate post-retirement medical benefit account (if the Participant is a Key Employee under Code Section 419A(d)(3)) under a welfare benefit fund, as defined in Code Section 419(e). The compensation limit will not apply to any contribution for medical benefits after severance of employment (within the meaning of Code Section 401(h) or 419A(f)(2)) which is otherwise an Annual Addition.

(c) In any Plan Year in which there is a Loan in effect and the Employer makes contributions to the Plan for purposes of making payments of principal and interest on the Loan which are due that year, the amount of Annual Additions relating to such contributions will be calculated on the basis of whichever of the following methods results in a lesser Annual Addition to the Participant: (i) on the actual amount of contributions credited to the Participant's Account for the year; or (ii) on the amount of contributions credited to the Participant's Other Investments Account and 401(k) Account with respect to amounts invested in assets other than Company Stock and on the basis of the fair market value of Company Stock released from the suspense account and credited to the Participant's Company Stock Account for the Plan Year, valued as determined under Section 6.2, as of the Accounting Date which coincides with the date as of which the Annual Addition is allocated; provided, however, the amount of the Annual Additions relating to allocations of shares of Company Stock which are

not acquired by the Plan with the proceeds of a Loan will be calculated solely on the basis of the fair market value of such shares.

Notwithstanding the other provisions of this Section, if no more than one-third of the Company Contributions for a Plan Year which are deductible as principal or interest payments on a Loan pursuant to the provisions of Code Section 404(a)(9), are allocated to Highly Compensated Employees, the limitations imposed by this Section will not apply to Company Contributions which are deductible as interest payments on a Loan under Code Section 404(a)(9)(B) and charged against a Participant's Account.

The term "Highly Compensated Employee" means an individual described in Code Section 414(q), which includes an employee who: (i) at any time during the current or the preceding Plan Year, was a five-percent owner of an Affiliate; or (ii) during the preceding Plan Year, received 415 Compensation from Affiliates in excess of $115,000 (as adjusted under Code Section 414(q)(1)) and was in the top 20 percent of the employees when ranked on the basis of compensation paid during such year.

Section 5.12 Cash Dividends on Company Stock. As determined by the Committee, cash dividends received by the Trustee on Company Stock ("Cash Dividends") held by the Plan may be utilized in the following manner:

(a) **Elective Participant Dividend Payments.** Each Participant who has Company Stock allocated to his Company Stock Account as of the record date of a Cash Dividend payable on Company Stock, may elect, as provided in subsection (b), to have such Cash Dividend either paid to the Plan and reinvested in additional shares of Company Stock or paid in cash to the Participant; provided, however, that any cash payment must be paid directly to the Participant or paid to the Plan and distributed in cash by the Plan to the Participant not later than 90 days after the close of the Plan Year in which the dividend is paid.

(b) **Dividend Reinvestment Elections.** The election available to each Participant under subsection (a) may be made in the manner designated by the Committee. Once made, an election will be effective as of the record dates for Cash Dividends which occur after the election is made and will continue in effect until revoked or changed by the Participant. A revocation or new election may be made at any time and will be effective for any Cash Dividend with a record date that occurs after the election is filed. If a Participant does not make an election as provided in this subsection, he will be deemed to have elected to have the dividends reinvested in Company Stock.

(c) **Trustee Acquisition of Company Stock for Purposes of Reinvestment.** As directed by the Committee, the shares of Company Stock to be credited to a Participant's Company Stock Account in accordance with a dividend reinvestment election made under subsection (b) will be:

(i) purchased by the Trustee on the open market; or

(ii) acquired from Company Stock held in Company Stock Accounts which are being liquidated for the purpose of making distributions to Inactive Participants and/or diversification elections under Article XIV.

Shares of Company Stock purchased on the open market will be purchased through an independent agent appointed by the Trustee. The independent agent will determine, in its sole discretion, the day and time of the purchase, the purchase price paid, and the number of shares to be purchased. If an insufficient number of shares is available for purchase in the open market, the Trustee will hold the dividends in cash until sufficient shares are available. The purchase price will include any applicable brokerage fees or commissions. Shares acquired from the Company Stock Accounts of Participants will be valued based on the closing price of Company Stock as reported on the New York Stock Exchange ("NYSE") for the Accounting Date which immediately precedes the day the acquisition is made.

(d) **Allocation of Company Stock Attributable to Cash Dividends**.

(i) All shares of Company Stock acquired under subsection (c) will be credited to the Company Stock Account of each Participant who has elected to have Cash Dividends reinvested as provided in subsection (b). The price to be utilized in crediting shares of Company Stock to a Company Stock Account will be determined by the Committee as follows:

(A) If all shares were acquired by the Trustee in the open market, the per share price will be the weighted average purchase price of all shares acquired during the relevant "purchase period" plus any applicable brokerage fees or commissions. For purposes of this subsection, the purchase period is the period beginning on the payment date of the dividend and ending on the day on which the Cash Dividend is fully utilized to acquire shares of Company Stock.

(B) If all shares were acquired from Company Stock Accounts, the per share price will be the closing price, as reported on the NYSE, of Company Stock on the Accounting Date which immediately precedes the day the acquisition is made.

(C) If the shares were purchased in the open market and acquired from Company Stock Accounts, the per share price will be the weighted average price of all shares acquired according to the two pricing methods specified in (A) and (B) above.

(ii) After the Committee determines the share price, as specified in subsection 5.12(d)(i), the number of shares of Company Stock to be credited to each electing Participant's Company Stock Account will be the number of

whole and fractional shares that represent 100 percent of the Cash Dividend attributable to the Company Stock allocated to the Participant's Account. Such shares of Company Stock will be credited to the Participant's corresponding Company Stock Account as soon as administratively practicable following the relevant purchase period.

(e) **Distribution to Participants**. If the Participant so elects, as provided in subsection (a), the Cash Dividends attributable to the shares allocated to the Participant's Company Stock Account will be distributed on a current basis in a nondiscriminatory manner; provided, however, that any current payment determined by the Committee to be paid to such Participant in cash must be paid either directly to the Participant or to the Plan and distributed in cash by the Plan to the Participant not later than 90 days after the close of the Plan Year in which the Cash Dividend is paid. Any payment of Cash Dividends to a Participant that is made under this subsection will be accounted for as if the Participant was the direct owner of such shares and such payment will not be treated as a distribution under the Plan. Provided, however, that a Participant will receive Cash Dividends only with respect to shares of Company Stock allocated to his Company Stock Account as of the record date of such dividends. Dividends paid with respect to Company Stock that has not been allocated to a Participant's Company Stock Account as of a record date will be allocated in the same proportion as Cash Dividends on allocated shares.

(f) **Shareholder Communications**. The Committee will provide or make available to each Participant who is eligible to make an election under subsection (a) with:

(i) copies of all shareholder communications, including quarterly reports, annual reports and notices of shareholder meetings; and

(ii) such other information as the Committee determines to be appropriate.

Section 5.13 Statements to Participants. At least as frequently as required by applicable law, the Committee will furnish each Participant with statements reflecting the status of the Participant's Account and containing such other information as required under ERISA Section 105.

Article VI

Investment of Trust Assets

Section 6.1 Investments. The Trust will be invested by the Trustee as provided in the Trust Agreement. The Trust, other than assets allocated to the 401(k) Component, will be invested primarily in Company Stock. The Trust may be used to acquire shares of Company Stock from Company shareholders (including former Participants) or from the Company. Except to the extent otherwise provided in the Trust Agreement and in Section 6.5, all investments will be made by the Trustee at the direction of the Committee; provided, however, that the Committee will have the authority to delegate all or any part of its investment discretion to the Trustee or to an investment manager, in the Trust Agreement, in the case of the Trustee, or a written instrument in the case of an investment manager which, to be effective and binding upon the investment manager, must be accepted in writing by the investment manager. The Committee may determine that the entire Trust, other than the 401(k) Component, be invested and held in Company Stock. Notwithstanding the foregoing, in no event will the Trust hold shares of Company Stock if and to the extent such investment would violate any provision of ERISA or the Code or is otherwise determined to be imprudent by the Committee or Trustee.

Section 6.2 Purchase of Company Stock. All purchases of Company Stock by the Trust will be made at a price, or at prices, which, in the judgment of the Committee and Trustee, do not exceed the fair market value of such Company Stock. The Plan may not obligate itself to acquire Company Stock from a particular holder of Company Stock at an indefinite time determined upon the happening of an event such as the death of the holder. The determination of fair market value of Company Stock for all purposes under the Plan will be made by the Trustee, based on the price of Company Stock prevailing on the NYSE or other national securities exchange which is registered under Section 6 of Securities Exchange Act of 1934.

If Company Stock is not readily tradable on an established securities market within the meaning of Treasury Regulation Section 1.401(a)(35)-1(f)(5), with respect to activities carried on by the Plan, all valuations of Company Stock will be made by an independent appraiser meeting requirements similar to those contained in the Treasury Regulations promulgated under Code Section 170(a)(1). All such appraisals will satisfy the requirements of the Department of Labor Regulations promulgated under ERISA Section 3(18).

Section 6.3 Sale of Company Stock. The Committee may direct the Trustee to sell or resell shares of Company Stock to any person, including the Company, provided that any such sales to any disqualified person, as defined in Code Section 4975(e)(2), or any party in interest, as defined in ERISA Section 3(14), including the Company, will be made at no less than the fair market value thereof on the date of such purchase or sale, as determined under Section 6.2, and no commission is charged with respect to such transaction. Any such transaction will be made in conformance with ERISA Section 408(e) and the Department of Labor Regulations promulgated thereunder. Such sales to the Company may be made by the Trustee to satisfy the Plan's need for liquidity under Section 8.5 regarding payment of a Participant's benefit and Section 14.1, regarding the diversification of a Participant's Company Stock Account. All sales of Company Stock (except Company Stock held in the suspense account referred to in Section 6.4 or the

Company Contributions Account) by the Trustee will be charged *pro rata* to the corresponding Participants' Company Stock Accounts.

Section 6.4 Suspense Account. Company Stock purchased with the proceeds of a Loan will be held in a suspense account pending release and reallocation to Company Stock Accounts as the Loan is paid. Company Stock purchased with amounts allocated to Participants' Other Investments Accounts will immediately upon purchase be credited *pro rata* to the corresponding Participants' Company Stock Accounts.

Section 6.5 Investment Funds for the 401(k) Component. The Trust will include one or more "Investment Funds" established by the Trustee at the direction of the Committee. Each Participant will direct the Trustee as to the manner in which his 401(k) Account is to be invested among the Investment Funds. The Committee will adopt rules concerning the investment of amounts for which it receives no election and inform Participants of those rules from time to time. A Participant may also direct the Trustee to have amounts in his 401(k) Account that are invested in an Investment Fund transferred to another Investment Fund or Funds. A Participant's direction to invest his 401(k) Account, to change the investment of future contributions or to transfer amounts from one Investment Fund to another will be made in accordance with any rules established by the Committee in accordance with this Section in the manner provided by the Committee for that purpose.

Article VII

ESOP Loans

Section 7.1 Loans.

(a) The Trustee may incur a Loan only as directed by the Committee. The term "Loan," as described in this Article, means any loan, extension of credit or purchase money transaction to the Trustee which is made or guaranteed by a disqualified person (within the meaning of Code Section 4975(e)(2)), including, but not limited to, a direct loan of cash, a purchase money transaction, an assumption of an obligation of the Trustee, an unsecured guarantee or the use of assets of a disqualified person (within the meaning of Code Section 4975(e)(2)) as collateral for a loan. Any such Loan will be used primarily for the benefit of Participants and their Beneficiaries.

(b) At the time the Loan is made, the interest rate and the price of Company Stock to be acquired with the Loan proceeds cannot be such that Plan assets might be drained off. The proceeds, if any, of any such Loan will be used, within a reasonable time after the Loan is obtained, only to purchase Company Stock, repay the Loan, or repay any prior Loan. Any such Loan will provide for no more than a reasonable rate of interest (as determined under Treasury Regulation Section 54.4975-7(b)(7)) and must be without recourse against the Plan. The number of years to maturity under the Loan must be definitely ascertainable at all times. No Loan may be payable at the demand of any person, except in the case of default. In the event of a default on the Loan, any Plan assets transferred in satisfaction of the Loan cannot exceed the amount of the default. If the lender is a disqualified person, the Loan can provide for a transfer of Plan assets only upon and to the extent of the failure of the Plan to meet the repayment schedule of the Loan. The only assets of the Plan that may be given as collateral on a Loan are shares of Company Stock acquired with the proceeds of the Loan and shares of Company Stock that were used as collateral on a prior Loan repaid with the proceeds of the current Loan. Such Company Stock so pledged will be placed in the suspense account provided for in Section 6.4. No person entitled to payment under a Loan will have recourse against Trust assets other than such collateral, contributions (other than contributions of Company Stock) that are available under the Plan to meet obligations under the Loan, and earnings attributable to such collateral and the investment of such contributions.

(c) Subject to the limitations of Code Section 404, all Company Contributions paid during the Plan Year in which a Loan is made (whether before or after the date the proceeds of the Loan are received), all Company Contributions paid thereafter until the Loan has been repaid in full, all earnings from the investment of such Company Contributions, and all Cash Dividends on Company Stock acquired with the proceeds of the Loan will be available to meet obligations under the Loan as such obligations accrue, or prior to the time such obligations accrue, unless otherwise provided by the Company at the time any such contribution is made or,

with respect to Cash Dividends, unless otherwise determined by the Committee in its discretion. The payments made with respect to the Loan by the Trustee during a Plan Year will not exceed an amount equal to the sum of Company Contributions, Cash Dividends and earnings received during or prior to the year, less payments made in prior years.

(d) Any pledge of Company Stock must provide for the release of shares from collateral upon the payment of any portion of the Loan. Shares allocated to a Participant's Account may not be pledged as collateral for a Loan. The number of shares to be released will be determined by the Committee under whichever of the following two methods is permissible based upon the terms of the Loan:

(i) If the Loan provides annual payments of principal and interest at a cumulative rate that is not less rapid at any time than level annual payments of principal and interest over ten years, then for each Plan Year during the duration of the Loan, the number of shares of Company Stock released from such pledge will equal the number of encumbered securities held immediately before release for the current Plan Year multiplied by a fraction. The numerator of the fraction is the principal paid for such Plan Year. The denominator of the fraction is the sum of the numerator plus the principal to be paid for all future years. Such years will be determined without taking into account any possible extension or renewal periods. If the collateral includes more than one class of Company Stock, the number of shares of each class to be released for a Plan Year must be determined by applying the same fraction to each class. To the extent that the net proceeds received by the Plan in respect of any Loan exceed the stated principal amount of the Loan, that portion of any interest payment that would be deemed to be a repayment of principal under standard loan amortization tables will be treated as principal paid or principal to be paid, as the case may be, for purposes of the above calculation. This subsection will not be applicable to a Loan from the time that, by reason of a renewal, extension or refinancing, the sum of the expired duration of the Loan, the renewal period, the extension period and the duration of a new Loan exceeds ten years.

(ii) If the Loan does not satisfy the conditions stated in subsection 7.1(d)(i), or if the Committee so chooses, then for each Plan Year during the duration of the Loan, the number of shares of Company Stock released from such pledge will equal the number of encumbered securities held immediately before release for the current Plan Year multiplied by a fraction. The numerator of the fraction is the sum of principal and interest paid for such Plan Year. The denominator of the fraction is the sum of the numerator plus the principal and interest to be paid for all future years. Such years will be determined without taking into account any possible extensions or renewal periods. If interest on any Loan is variable, the interest to be paid in future years under the Loan will be computed by using the interest rate applicable as of the end of the Plan Year. If the collateral includes more

than one class of Company Stock, the number of shares of each class to be released for a Plan Year must be determined by applying the same fraction to each class.

(iii) Should a Loan initially satisfying the conditions stated in subsection 7.1(d)(i) at some subsequent date cease to satisfy the conditions of such subsection, by reason of a renewal, extension, or refinancing of the Loan, then subsection 7.1(d)(ii) will be applied in determining the shares released upon payment of any principal or interest after such date.

Section 7.2 Loan Payments.

(a) Payments of principal and interest on any Loan during a Plan Year may be made by the Trustee (as directed by the Committee) from:

(i) Company Contributions to the Trust made to meet the Plan's obligation under a Loan (other than contributions of Company Stock) and from any earnings attributable to Company Stock held as collateral for a Loan and investments of such Company Contributions (both received during or prior to the Plan Year);

(ii) Amounts allocated to Participants' Other Investments Accounts, to the extent allowable under subsection 5.12(e);

(iii) The proceeds of a subsequent Loan made to repay a prior Loan; and

(iv) Cash Dividends on Company Stock acquired with the proceeds of the Loan to the extent not distributed to Participants under Section 5.12 or allocated as income of the Plan under Section 5.3.

(b) Company Stock released by reason of the payment of principal or interest on a Loan from amounts allocated to Participants' Other Investments Accounts or the Company Contributions Account will immediately upon payment be allocated as set forth in Article V to the corresponding Participants' Company Stock Accounts or the Company Contributions Account.

(c) The Company will contribute to the Trust sufficient amounts to enable the Trust to pay principal and interest on any such Loans as they come due; provided, however, that no such contribution will exceed the limitations contained in Section 5.11. In the event that such contributions, by reason of the limitations in Section 5.11, are insufficient to enable the Trust to pay principal and interest on such Loan as it is due, then upon the Trustee's request, the Company will:

(i) Make a Loan to the Trust in sufficient amounts to meet such principal and interest payments. Such new Loan will also meet all requirements of this Article and will be subordinated to the prior Loan. Company Stock released from the pledge of the prior Loan will be pledged as collateral to secure the new Loan. Such Company Stock will be released from this new

pledge and allocated to the Accounts of the Participants in accordance with applicable provisions of the Plan;

(ii) Purchase any Company Stock pledged as collateral in an amount necessary to provide the Trustee with sufficient funds to meet the principal and interest repayments. Any such sale by the Plan will meet the requirements of ERISA Section 408(e) and the Department of Labor Regulations promulgated thereunder; or

(iii) Any combination of the foregoing; provided, however, that the Company will not, pursuant to the provisions of this subsection, do, fail to do, or cause to be done any act or thing which would result in a disqualification of the Plan as an employee stock ownership plan under the Code.

(d) Notwithstanding any amendment to or termination of the Plan which causes it to cease to qualify as an ESOP, or any repayment of a Loan, no shares of Company Stock acquired with the proceeds of a Loan obtained by the Trust to purchase Company Stock may be subject to a put, call or other option, or buy-sell or similar arrangement while such shares are held by and when distributed by the Plan.

Article VIII

Distribution of Benefits

Section 8.1 Retirement or Disability. If a Participant's employment with all of the Affiliates terminates on or after the date the Participant has attained age 65 (his "Normal Retirement Age"), or if his employment terminates because of his Total and Permanent Disability, the Participant will be entitled to receive the entire amount credited to his Account, distributable in accordance with this Article.

For purposes of the Plan, a Participant will be deemed to have incurred a "Total and Permanent Disability" if the Participant has a disability as determined either: (i) for purposes of the Federal Social Security Act which qualifies the Participant for permanent disability insurance payments in accordance with that act, or (ii) under the Employer's long-term disability plan. A minimal level of earnings in restricted activity during any period of disability will not disqualify a Participant from receiving disability benefits for such period if the disabled Participant receives disability benefits under the Social Security Act for the same period.

Section 8.2 Death. If a Participant's employment with all of the Affiliates terminates because of his death, the entire amount in his Account will be paid to his Beneficiary in accordance with this Article after receipt by the Committee of acceptable proof of death.

Section 8.3 Resignation or Dismissal. If a Participant's employment with all of the Affiliates terminates prior to his Normal Retirement Age and for any reason other than his death or Total and Permanent Disability, the Participant will be entitled to receive the entire amount in his Account, determined as of the Accounting Date coincident with or immediately preceding the date of distribution. Participants who terminated employment prior to January 1, 2006 were vested in accordance with the vesting schedule in effect on their date of termination.

Section 8.4 Payment of Benefits. The balance of a Participant's Account that is distributable under Section 8.1, Section 8.2 or Section 8.3 will be paid in the manner provided in Section 8.5. Pursuant to Section 5.2, the balance of a Participant's Account will be determined as of the applicable Accounting Date which coincides with or immediately precedes the Participant's distribution date. Unless the distribution is deferred pursuant to subsection 8.4(c) below, payment will be made as provided in this Section, but in no event later than 60 days after the latest of: (i) the end of the Plan Year in which his termination occurs; (ii) the end of the Plan Year in which the Participant attains Normal Retirement Age; or (iii) the date on which the amount of the payment can be ascertained by the Committee. If the Participant is reemployed by an Employer before payment is made under this Section, no payment will be made until the Participant terminates employment again and is eligible for a distribution under Section 8.1, Section 8.2 or Section 8.3.

(a) **Participant's Account Does Not Exceed $5,000**. If the Participant's Account does not exceed $5,000, his Account will be distributed as soon as administratively practicable following the Participant's termination of employment.

If the Participant's Account balance exceeds $1,000 and he does not elect to have the distribution paid to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee. If the benefit is payable to the Participant's Surviving Spouse or Beneficiary or to an Alternate Payee, the benefit will be paid directly to the Surviving Spouse, Beneficiary or Alternate Payee.

(b) **Participant's Account Exceeds $5,000.** Unless distribution is deferred by the Participant, if the Participant's Account exceeds $5,000 on the date payment is to be made, his Account will be distributed as soon as administratively practicable following the Participant's termination of employment, provided the Participant requests such distribution. A participant may defer distribution until the time required in subsection 8.4(c) by making a written request to defer or by failing to request an earlier distribution

(c) **Required Beginning Date**. Distribution of a single sum payment to a Participant who has terminated employment may not be deferred beyond April 1 of the calendar year that follows the calendar year in which he attains age 70½, pursuant to Section 8.11. Participants who are "five-percent owners" of an Affiliate (as defined in Code Section 416) at any time during the Plan Year ending with or within the calendar year in which they attain age 70½ must receive or begin to receive payment of their Accounts by that April 1 date, regardless of employment status.

(d) **Participant Consent Requirements**. A Participant's consent under this Section to receive a distribution must be made at least 30 days after (but no more than 180 days after) he receives distribution information provided by the Committee. The 30-day election period may be waived by the Participant (so that benefit payment may be made as soon as practicable following receipt of the information) if the Committee has clearly informed the Participant that he has at least 30 days to consider the timing of his benefit payment.

Section 8.5 Form of Payment. Subject to the provisions of Section 8.6, payment of a Participant's Account that is distributable under Section 8.4 will be made to or for the benefit of the Participant, or in the event of his death, to or for the benefit of his Beneficiary, in a single sum.

Section 8.6 Designation of Beneficiary. Each Participant from time to time may designate any person or persons (who may be designated contingently or successively and who may be an entity other than a natural person) as his "Beneficiary" to whom his Plan benefits will be paid if he dies before he receives all his benefits, in accordance with the following:

(a) The Account of a Participant who is married at the time of his death and dies before any benefit payments have been made or who is married on the date benefit payments commence and dies before the complete distribution of his benefits (a "Married Participant"), will be distributed to the Married Participant's

Surviving Spouse unless the Married Participant has designated another person or persons as his Beneficiary and the Surviving Spouse has consented to the designation as provided in subsection 8.6(b).

(b) A Surviving Spouse's consent under this Section will be effective only if:

(i) The Married Participant designates another Beneficiary and that designation cannot be changed without the Surviving Spouse's consent (unless the original consent expressly permits a change to be made without the Surviving Spouse's subsequent consent);

(ii) The Surviving Spouse consents to the designation in a writing witnessed by a Notary Public or Committee member; and

(iii) The consent acknowledges the effect of the Married Participant's designation.

(c) A Married Participant's "Surviving Spouse" is the person to whom the Married Participant was married on the day of his death.

(d) Each Beneficiary designation filed with the Committee will cancel all previously filed Beneficiary designations. The revocation of a Beneficiary designation, no matter how effected, will not require the consent of any designated Beneficiary, except where spousal consent is required.

(e) Subject to subsection 8.6(b), if any Participant is unmarried and fails to designate a Beneficiary in the manner provided above, or if the designated Beneficiary does not survive the Participant, the Committee will direct the Trustee to distribute the Participant's benefits to the Participant's estate. If the Beneficiary survives the Participant, but dies before the complete distribution of the Participant's benefits, the Committee will direct the Trustee to distribute the balance of such Participant's benefits to the Beneficiary's estate. If no estate is established, the benefit will be paid according to the appropriate state's intestate laws.

Section 8.7 **Property Distributed**. Distribution of a Participant's ESOP Account will be made in cash or in Company Stock in the following manner: at least 30 days before the date specified by the Committee for distribution, the Participant entitled to such distribution will be notified in writing by the Committee of his right to demand that all of his ESOP Account be distributed in whole shares of Company Stock, except for cash in lieu of fractional shares. At any time within the period specified in the preceding sentence, the Participant may notify the Committee in writing of his demand that all of the distribution be made in whole shares of Company Stock. If the Participant exercises such right of demand, the balance of his Other Investments Account, to the extent necessary to comply with such demand, will be used to acquire whole shares of Company Stock for distribution at the fair market value (as determined in the manner set forth in Section 6.2, as of the date specified in Treasury Regulation Section 54.4975-11(d)(5)) with the value of fractional shares distributed in cash.

In the absence of a proper or timely exercise by the Participant of his rights as set forth in this Section, distribution of a Participant's vested ESOP Account will be made in whole shares of Company Stock, with fractional shares distributed in cash, or solely cash, or a combination thereof, as determined by the Committee in its sole discretion.

Notwithstanding the provisions of this Section, a Participant has no right to specify that his benefit will be distributed in the form of Company Stock to the extent the Participant has diversified the investment of his Company Stock Account as provided in Article XIV.

Section 8.8 Direct Rollovers. Notwithstanding any provision of the Plan to the contrary, a Distributee may elect, at the times and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. Upon completion of a transfer under this Section, all rights of the Participant to any benefit under the Plan will cease.

(a) The term "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include the following:

(i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more;

(ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9); and

(iii) Any distribution to the extent paid from the Participant's Account as a "hardship withdrawal" under Section 8.9 of the Plan.

(b) The term "Eligible Retirement Plan" means any of the following that accepts the Distributee's Eligible Rollover Distribution:

(i) An individual retirement account described in Code Section 408(a);

(ii) An individual retirement annuity described in Code Section 408(b);

(iii) An annuity plan described in Code Section 403(a);

(iv) A qualified trust described in Code Section 401(a);

(v) An annuity contract described in Code Section 403(b);

(vi) An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state and which accepts the Distributee's

Eligible Rollover Distribution and agrees to separately account for amounts transferred into such plan from this Plan; and

(vii) A Roth individual retirement account described in Code Section 408A.

(c) The term "Distributee" means an employee or former employee. In addition, the employee's or former employee's Surviving Spouse and the employee's or former employee's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

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

(e) If the Participant's Beneficiary is an individual who is other than the Participant's Surviving Spouse or the Participant's spouse or former spouse who is an Alternate Payee under a Qualified Domestic Relations Order, such Beneficiary may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid in a direct Trustee-to-trustee rollover to an individual retirement account or individual retirement annuity, which is established for the purpose of receiving the distribution on behalf of the Beneficiary, which individual retirement account or individual retirement annuity will be treated as an inherited individual retirement account or individual retirement annuity within the meaning of Code Section 408(d)(3)(C). For purposes of this subsection, the definition of "Distributee" is expanded to include the non-spousal Beneficiary for purposes of determining if the distribution is an Eligible Rollover Distribution.

(f) A Participant may elect to make a Direct Rollover of all or a portion of his Roth Contribution Account or Roth Rollover Account as provided in this Section; however, for purposes of this subsection, an "Eligible Retirement Plan" means another designated Roth 401(k) or 403(b) account, or Roth individual retirement account maintained by the Participant.

Section 8.9 In-Service Withdrawals.

A Participant may withdraw part or all of his vested Account prior to his termination of employment in accordance with the following:

(a) With regard to his 401(k) Account, a Participant may withdraw:

(i) Part or all of his After-Tax Contribution Account.

(ii) All of his 401(k) Account on or after attaining age 59½.

(iii) For purposes of a hardship withdrawal as described in subsection (iv) below, part or all of the contributions (without earnings) allocated to his Compensation Deferral and Prior Deferral Contribution Accounts and part

or all of his Rollover Contribution, Prior Matching Contribution and Prior Discretionary Contribution Accounts. Amounts will be withdrawn from the contributions and Accounts in the following order: Compensation Deferral Contributions, Rollover Contribution Account, Prior Matching Contribution Account, Prior Discretionary Contribution Account and Prior Deferral Contributions.

(iv) A withdrawal on account of hardship described under subsection (iii) will be permitted only to the extent:

(A) The Participant has withdrawn the maximum amount permitted under subsections (i) and (ii) above and has obtained the maximum loan permitted under Section 8.10 as of that same date.

(B) The withdrawal is made to meet an immediate and heavy financial need arising from: (1) medical expenses incurred or to be incurred by the Participant, his spouse or his dependents; (2) the Participant's purchase (excluding mortgage payments) of a principal residence; (3) post-secondary tuition expenses, related educational fees and room and board expenses incurred or to be incurred by the Participant, his spouse or his dependents for the next 12 months; (4) eviction or foreclosure proceedings against the Participant in connection with his principal residence or the mortgage on that residence; (5) burial or funeral expenses for the Participant's parent, spouse, children or dependents; or (6) expenses for the repair of damage to the Participant's principal residence. The amount of the financial need may include any amount necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

(C) The Participant withdraws only the amount necessary to satisfy the financial need described in subsection 8.9(a)(iv)(B). The Committee may require a statement to that effect on a form established by the Committee before permitting a withdrawal under this subsection.

(v) A withdrawal may be made as of any date provided that: (A) the Participant has submitted a written request with the Committee at least 30 days prior to the withdrawal on a form authorized by the Committee for that purpose; and (B) no other withdrawal has been made by the Participant during the 12-month period preceding the withdrawal.

(vi) If a withdrawal is made under subsection (iii), above, the Participant's Compensation Deferrals will be limited in accordance with Section 3.7. In addition, no elective contributions may be made on behalf of the Participant under any other plan maintained by an Employer as prescribed by Treasury Regulation Section 1.401(k)-1(d)(2)(iv)(B)(4).

(b) With regard to his ESOP Account:

(i) If a Participant is actively employed by an Employer and has attained age 59½, he may elect to withdraw 100 percent of his Company Stock and Other Investments Account balances. All applications for such a withdrawal will be filed on such forms as the Committee provides. Any such withdrawal will be made not more frequently than one time during any Plan Year.

(ii) The amount available for withdrawal under this Section will be not less than 100 percent of the Participant's Company Stock and Other Investments Accounts determined as of the Accounting Date which coincides with or immediately precedes the date of withdrawal.

Withdrawals made in accordance with this Section may not be repaid.

Section 8.10 Participant Loans. The Trustee may loan a portion of the Trust to a Participant at the Committee's direction in accordance with the provisions of Supplement E.

Section 8.11 Time and Form of Payment of Minimum Required Distributions.

(a) This Section has been included in the Plan to comply with the limitations imposed by Code Section 401(a)(9) and will not be construed as providing for a form of benefit not otherwise provided under the Plan.

(b) The Participant's entire Account will be distributed to the Participant no later than the Participant's required beginning date as specified in subsection 8.4(c).

(c) If the Participant dies before distribution is made, the Participant's entire Account will be distributed no later than as follows:

(i) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary (that is the individual who is designated as the primary Beneficiary under Section 8.6 and is the designated Beneficiary under Code Section 401(a)(9) and the regulations thereunder), distribution to the Surviving Spouse will be made by December 31 of the calendar year which immediately follows the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's Surviving Spouse is not the Participant's sole designated primary Beneficiary, distribution to the designated Beneficiary will be made by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) For purposes of calculating the minimum distribution on the death of a Participant for purposes of this Article, whether the Participant has a designated Beneficiary will be determined as of September 30 of the year

which follows the year of the Participant's death. If a designated Beneficiary disclaims his Plan benefit or has received his entire Plan benefit prior to such September 30, he will not be considered a designated Beneficiary as of such date. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's Surviving Spouse is the Participant's sole designated primary Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this subsection, other than subsection 8.11(c)(i), will apply as if the Surviving Spouse were the Participant.

For purposes of this subsection, unless subsection 8.11(c)(iv) applies, distributions are considered to begin on the Participant's required beginning date. If subsection 8.11(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under subsection 8.11(c)(i).

Article IX

Funding and Plan Administration

Section 9.1 Funding Policy. The funding policy for the Plan will be prepared and approved by the Committee from time to time pursuant to the Committee Charter adopted effective as of July 27, 2006 ("Charter"), as required by ERISA and will be consistent with the objectives of the Plan and the requirements of ERISA.

Section 9.2 Committee. The Committee will act as the Plan administrator and as the Plan's agent for service of legal process and will perform the day-to-day administration of the Plan as provided in this Article and the Charter. The responsibilities and procedures of the Committee and rules regarding the appointment, resignation and removal of Committee members are found in the Charter.

Section 9.3 Facility of Payment. Whenever, in the Committee's opinion, a person entitled to receive any payment under the Plan is under a legal disability or incapacitated in any way so as to be unable to manage his financial affairs, the Committee may direct the Trustee to make payments to his legal representative or to a relative or friend of such person for his benefit, or to apply the payment for the benefit of the person in a manner the Committee considers appropriate. Any benefit payment made in accordance with this Section will constitute a complete discharge of any liability for the making of such payment under the Plan.

Section 9.4 Missing Participants and Beneficiaries. Each Participant must file his and his Beneficiary's post office address (and any change of address) with the Committee. Any communication sent to a Participant or Beneficiary at the address last filed with the Committee, or at the address shown on the Employer's records if no address was filed with the Committee, will be binding on the Participant and Beneficiary for all purposes of the Plan. Except as provided below, neither the Committee nor an Employer is required to search for or locate a Participant or Beneficiary. Notwithstanding the foregoing, if: (i) payment of a "small benefit" as described in subsection 8.4(a) is to be made to the Participant or Beneficiary; or (ii) payment is to be made due to the Participant's attainment of Normal Retirement Age (or at age 62 if later) and the address on file with the Committee is not a current address, the Committee will make reasonable efforts to locate the missing Participant or Beneficiary. If, after a reasonable search, the Committee is unable to locate the Participant or Beneficiary, the Participant's or Beneficiary's Account will be forfeited and reallocated to other Participants in a manner similar to Profit Sharing Contributions as provided in subsection 5.8(c). If the Participant or Beneficiary subsequently contacts the Committee to request payment of his Account under the Plan, the Committee will pay the Participant or Beneficiary the balance of his Account determined as of the date of the forfeiture, using any income of the Trust fund to be credited as of that date under Section 5.3 or may require the Participant's Employer to make a special Employer contribution, as determined by the Company, to the extent needed to reinstate the required amount. Alternatively, if the benefit is a small benefit and the individual retirement account provider used by the Plan for rollover of small benefits as described in subsection 8.4(a) is willing to accept a rollover for a missing Participant or Beneficiary, the Account will be rolled to an individual retirement account, as provided in subsection 8.4(a).

Section 9.5 Claims and Review Procedures. While a Participant or Beneficiary need not file a claim to receive a benefit under the Plan, such a person may submit a written claim to the Committee or seek a review of the Committee's benefit determination. The Committee will afford the Participant or Beneficiary a full and fair review of such a request as provided in Supplement A.

Section 9.6 Plan Expenses. All usual and reasonable expenses of the Plan, including expenses incurred by the Committee, may be paid in whole or in part by the Employers (in the proportion determined by the Company), and any expenses not paid by the Employers may be paid by the Trustee out of the principal or income of the Trust. To the extent expenses are paid by the Trustee from the Trust, the Committee may allocate those expenses to an individual Participant's Account in accordance with nondiscriminatory rules established by the Committee and communicated to Participants. Any member of the Committee who is an employee of an Affiliate may not receive compensation with respect to his services for the Committee. The payment of Plan and Trust fees and expenses will include the reimbursement of the Company or Committee for fees and expenses paid by the Company on behalf of the Plan and Trust which are properly payable by the Plan and Trust. Fees and expenses will include, without limitation, the following:

(a) Trustee and custodial fees.

(b) Plan administration and record-keeping fees, including (i) allocating contributions, forfeitures and earnings, and (ii) making distributions.

(c) Discrimination and other testing required by the Code.

(d) Preparation and distribution of Participant account statements.

(e) Financial advisory and valuation services, including periodic valuation updates.

(f) Employee communication services, including publications, materials and meetings.

(g) Required forms and filings, including (i) Forms 5500 and all related schedules, and (ii) Forms 1099R.

(h) Preparation of annual plan audit.

(i) ERISA bond premiums.

(j) ERISA fiduciary liability insurance premiums (other than that portion of the premiums attributable to the policies' non-recourse provisions which will be paid by the Company).

(k) Legal fees, including fees associated with (i) claims for benefits, (ii) interpretation of Plan and Trust provisions, (iii) amendments to the Plan and Trust necessary to retain the Plan's qualification under Code Section 401(a) and as an "employee stock ownership plan" as described in Code Section 4975(e)(7), (iv) the legal

status of the Plan and Trust, and (v) Internal Revenue Service determination letter filings.

(l) Reimbursement of the Company for the (i) direct costs it incurs in connection with the administration of the Plan, and (ii) payment by the Company, in the first instance, of the fees and expenses described in subparagraphs (a) through (k) and (m).

(m) Such other fees and expenses associated with the administration of the Plan which the Company and the Trustee determined to be properly payable from the Trust.

The Committee and the Trustee may adopt written procedures for payment from the Trust of the fees and expenses associated with the administration of the Plan and Trust.

Section 9.7 Fiduciary Responsibilities. A fiduciary with respect to the Plan or Trust will discharge his fiduciary duties solely in the interest of Participants and their Beneficiaries with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. It is intended under the Plan and Trust that a fiduciary will be responsible only for the proper exercise of its own fiduciary duties and obligations to the extent not properly allocated or delegated to other persons.

Article X

Miscellaneous

Section 10.1 Non-Guarantee of Employment. Nothing contained in the Plan may be construed as a contract of employment between an Employer and any employee, or as a right to be engaged or continued in the employment of an Employer, or as a limitation of the right of an Employer to discharge any of its employees, with or without cause.

Section 10.2 Rights to Trust Assets. No employee or Beneficiary has any right to, or interest in, any assets of the Trust, except as provided from time to time under the Plan. Benefits payable under the Plan to any person are to be paid solely out of the assets of the Trust and the liability of the Committee, the Employers and the Trustee to make a benefit payment is limited to the Trust assets available for that purpose.

Section 10.3 Nonalienation of Benefits. Except as may be required by the tax withholding provisions of a federal, state or municipal tax act or pursuant to a qualified domestic relations order (as that term is defined in Code Section 414(p)) or pursuant to a judgment or settlement described in Code Section 401(a)(13)(C), benefits payable under the Plan are not subject in any manner to sale, transfer, assignment, pledge, encumbrance, garnishment, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to sell, transfer, assign, pledge, encumber, or otherwise dispose of any right to benefits payable hereunder will be void. The Trust will not be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Section 10.4 Applicable State Law. To the extent not superseded by the laws of the United States, this Plan will be administered and construed and its validity determined under the laws of the State of Indiana, without regard to that state's choice of law principles.

Section 10.5 Illegal or Invalid Provisions. In the event any provision of the Plan is held illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if such illegal or invalid provision had never been inserted herein.

Section 10.6 Gender and Number. Words in the masculine gender are to be construed to include the feminine gender in all cases where appropriate and words in the singular or plural are to be construed as being in the plural or singular where appropriate.

Section 10.7 Execution in Counterparts. The Plan may be executed in any number of counterparts each of which will be deemed to be an original. All the counterparts will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

Section 10.8 Waiver of Notice. Any notice required under the Plan may be waived by the party entitled to such notice.

Section 10.9 Action by the Employers. Any action required or permitted to be taken by an Employer under the Plan or Trust must be by resolution of its board of directors, by a duly authorized committee of its board of directors or by a person or persons duly authorized by its board of directors or such committee.

Section 10.10 Indemnification. To the extent permitted by law, the Employers will indemnify each current and former employee or director of an Employer and each current and former Committee member against any and all liability or claim of liability (to the extent not indemnified in the first instance under any liability insurance contract or other indemnification agreement) which the person incurs on account of any act or failure to act in connection with the good faith administration of the Plan, including all expenses incurred in the person's defense if the Employers fail to provide a defense after having been requested to do so in writing. The right to indemnification under this Section is conditioned upon the person notifying the Company of the claim of liability within 30 days of the notice of that claim and offering the Company the right to participate in and control the settlement and defense of the claim.

Section 10.11 Non-Guarantee of Funds. None of the Committee, the Trustee, nor the Employers in any way guarantee the Trust from loss or depreciation.

Section 10.12 Qualified Domestic Relations Orders. Notwithstanding the provisions of Article VIII, payments from a Participant's Account may be made (to the extent vested under Section 8.3) to an "Alternate Payee" under a "Qualified Domestic Relations Order" (as those terms are defined under Code Section 414(p)) prior to the Participant's retirement or other termination of employment. As soon as practicable following the Committee's determination that a domestic relations order constitutes a Qualified Domestic Relations Order, that portion of the Participant's Account awarded to the Alternate Payee pursuant to such order will be transferred to an account maintained under the Plan on behalf of the Alternate Payee. Nothing contained in the Plan will prevent the Trustee, in accordance with the direction of the Committee, from complying with the provisions of a Qualified Domestic Relations Order.

Section 10.13 Federal and State Securities Law Compliance.

(a) Each Participant or Beneficiary may be required by the Committee, prior to the transfer of Company Stock to such Participant or Beneficiary, to execute and deliver an agreement, in form and substance acceptable to the Committee, certifying such person's intent to hold such Company Stock and containing such other representations and agreements relating to the Company Stock as the Committee may reasonably request;

(b) The Committee will take all necessary steps to comply with any applicable registration or other requirements of federal or state securities laws from which no exemption is available; and

(c) Stock certificates distributed to Participants may bear such legends concerning restrictions imposed by federal or state securities laws, and concerning other restrictions and rights under the Plan, as the Committee in its discretion may determine.

Article XI

Amendment and Termination

Section 11.1 Amendment. The Company reserves the right to amend the Plan from time to time in its sole discretion, provided the amendment:

(a) Except as provided in Section 12.3, does not cause any part of the Trust fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants or their Beneficiaries;

(b) Does not eliminate or reduce a Participant's accrued benefit; and

(c) Does not increase the duties, powers or liabilities of the Trustee without its written consent.

Section 11.2 Termination. While the Employers expect and intend to continue the Plan, the Company reserves the right to terminate the Plan with respect to all Employers at any time in its sole discretion. In addition, the Plan will terminate with respect to an individual Employer: (i) by resolution of the Employer's board of directors, provided that 30 days' advance written notice is given to the Committee and the Company; (ii) upon the dissolution, merger, consolidation or reorganization of the Employer or the sale by the Employer of all or substantially all of its assets (unless a successor is substituted for the Employer under Section 12.1); or (iii) upon the Employer's complete discontinuance of contributions. A partial termination of the Plan may occur with respect to a group of Participants on any date specified by the Committee or required by law.

Section 11.3 Termination Procedures. The date of a termination or partial termination (a "Plan Termination Date") will constitute a special Accounting Date under Section 5.2. If, as of the Plan Termination Date, a Loan is outstanding, the shares of Company Stock held in the suspense account referred to in Section 6.4 as of such date and pledged as collateral for such Loan will be applied by the Trustee solely to discharge the Loan. The Account balances of affected Participants and Beneficiaries, as adjusted, will be fully vested and nonforfeitable as of the Plan Termination Date and will be distributed in a single sum or will continue to be administered as part of the Trust, as determined by the Committee. Notwithstanding the foregoing, no distribution of Compensation Deferrals or Safe Harbor Matching Contributions will be made under this Section if an Affiliate (determined at the time of the termination) maintains a "successor plan" as that term is defined under Code Section 401(k)(2)(B)(i)(II) and the final regulations issued under that section. All provisions of the Plan which are not inconsistent with this Article will continue in effect, including all the powers and duties of the Committee, the Company and the Trustee, until a complete distribution of the Trust has been made.

Section 11.4 Limitation on Amendment or Termination. Notwithstanding the provisions of Section 11.1 and Section 11.2, to the extent required by the terms of any Loan, the Company will not terminate the ESOP Component of the Plan, or make any amendment to the ESOP Component of the Plan while any Loan remains outstanding and unpaid in whole or in

part, without the prior written consent to any such termination or amendment by all holders and guarantors, if any, of the Plan's obligations under the Loan. Where any holder or guarantor has a representative on the Board, such prior written consent will not be required if the representative approves the amendment.

Article XII

Successors, Mergers and Plan Assets

Section 12.1 Successors. In the event of the dissolution, merger, consolidation or reorganization of an Employer or the sale by an Employer of all or substantially all of its assets, provision may be made with the consent of the Company by which the Plan and Trust will be continued by the Employer's successor; and, in that event, the successor will be substituted for the Employer under the Plan. Upon the substitution, the successor will assume all Plan liabilities and will assume all of the powers, duties and responsibilities of that Employer.

Section 12.2 Plan Mergers, Consolidations and Transfers. The Plan will not, in whole or in part, be merged or consolidated with or have its assets or liabilities transferred to any other plan, unless each Participant would be entitled to receive a benefit immediately after the merger, consolidation or transfer (if the Plan terminated on that date) equal to or greater than the benefit he would have been entitled to immediately before the merger, consolidation or transfer (if the Plan terminated on that date).

Section 12.3 Plan Assets. The Employers will have no right, title or interest in any assets of the Trust, nor may any assets of the Trust be returned to an Employer, directly or indirectly, except:

(a) A contribution made by a mistake of fact, provided that the contribution is returned to the Employer within one year of the original contribution date.

(b) The portion of a contribution that is disallowed as an expense for federal income tax purposes, provided that such amount is returned to the Employer within one year of the disallowance.

Any amount returned under subsection 12.3(a) or subsection 12.3(b) must first be reduced by any amount previously distributed from the Trust and then by any Trust losses allocable to that amount, and in no event may the return of the contribution under those subsections cause any Participant's Account balance to be less than the Account balance he would have been credited with had the contribution not been made.

Article XIII

Voting Company Stock

Section 13.1 Matters Which Require Pass Through of Voting Rights. Each Participant or Beneficiary will be entitled to direct the Trustee as to the manner in which voting rights of shares of Company Stock allocated to his Company Stock Account as of the record date are to be exercised with respect to all matters as to which such shares are entitled to be voted

Section 13.2 Confidential Procedure for Passing Through Voting Rights. The Committee will, at least 30 days prior to each meeting of holders of Company Stock, provide each Participant or Beneficiary entitled under Section 13.1 to direct the voting of Company Stock with notice of such meeting and of those matters which, at the time of the mailing of such notice, are subject to direction by a Participant, as set forth in Section 13.1, and are expected to be presented at such meeting for action by holders of Company Stock, together with an appropriate form on which the Participant can direct the Trustee, in confidence, as to the manner of voting on such matters. If instructions on such matters are not received by the Trustee at least ten business days prior to such meeting, then pursuant to Section 13.3, the Committee will instruct the Trustee to vote the shares of Company Stock with respect to which no such instructions were received.

Section 13.3 Committee Direction of Trustee. The Committee will direct the Trustee as to the manner of voting any Company Stock (i) allocated to a Company Stock Account of a Participant with respect to such matters as to which no voting instructions have been timely received, (ii) contributed to the Trust but not yet allocated to Participants' Company Stock Accounts, and (iii) held in the suspense account described in Section 6.4. The Committee will direct the Trustee to vote the shares of Company Stock specified in this Section in the same proportion and in the same manner as the shares allocated to Company Stock Accounts with respect to which timely and proper instructions by Participants have been received. The Trustee will vote all shares as directed by the Committee pursuant to this Section and by Participants pursuant to Section 13.2, subject to the fiduciary obligations imposed on it by ERISA.

Article XIV

Diversification of Investment in Company Stock

Section 14.1 Election by Qualified Participant. A Participant may direct the Committee at any time to diversify up to 100 percent of the Company Stock allocated to his ESOP Account. The shares of Company Stock to which the diversification relates will be sold in the open market or purchased by the Company at the fair market value as determined under Section 6.2, and the proceeds will be transferred to the Participant's ESOP Diversification Account.

Supplement A

Claims and Review Procedures

Section A-1 Procedures Governing the Filing of Benefit Claims. All Benefit Claims must be filed on the appropriate claim forms available from the Committee or in accordance with the procedures established by the Committee for claim purposes. The term "Benefit Claim" means a request for a Plan benefit or benefits, made by a Claimant or by an authorized representative of a Claimant, that complies with the Plan's procedures for making benefit claims. The term "Claimant" means a Participant, an Inactive Participant, a Surviving Spouse of a Participant, a Beneficiary, or an Alternate Payee, who is claiming entitlement to the payment of any benefit payable under the Plan.

Section A-2 Notification of Benefit Determinations. The Committee will notify a Claimant, in accordance with Section A-3, of the Plan's benefit determination within a reasonable period of time after receipt of a Benefit Claim, but not later than 90 days after receipt of the Benefit Claim by the Plan. If special circumstances require an extension of time for processing the Benefit Claim, the Committee will notify the Claimant of the extension prior to the termination of the initial period described above. The notice will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to make the benefit determination. In no event will the extension exceed a period of 90 days from the end of the initial period.

Section A-3 Manner And Content of Notification of Benefit Determinations. All notices given by the Committee will be given to a Claimant, or to his authorized representative, in a manner that satisfies the standards of 29 CFR 2520.104b-1(b) as appropriate with respect to the particular material required to be furnished or made available to that individual. The Committee may provide a Claimant with either a written or an electronic notice of the Plan's benefit determination. Any electronic notification will comply with the standards imposed by 29 CFR 2520.104b-1(c)(1)(i), (iii) and (iv). In the case of an Adverse Benefit Determination, the notice will set forth, in a manner calculated to be understood by the Claimant:

(a) The specific reasons for the adverse determination;

(b) Reference to the specific Plan provisions (including any internal rules, guidelines, protocols, criteria, etc.) on which the determination is based;

(c) A description of any additional material or information necessary for the Claimant to complete the claim and an explanation of why such material or information is necessary; and

(d) A description of the Plan's review procedures and the time limits applicable to such procedures.

The term "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, any benefit payable under the Plan.

Section A-4 Appeal of Adverse Benefit Determinations. A Claimant who receives an Adverse Benefit Determination and desires a review of that determination must file, or his authorized representative must file on his behalf, a written request for a review of the Adverse Benefit Determination, not later than 60 days after receiving the determination.

The written request for a review must be filed with the Committee. Upon receiving the written request for review, the Committee will advise the Claimant, or his authorized representative, in writing that:

(a) The Claimant, or his authorized representative, may submit written comments, documents, records and any other information relating to the claim for benefits; and

(b) The Claimant will be provided, upon request of the Claimant or his authorized representative, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Benefit Claim, without regard to whether those documents, records and information were considered or relied upon in making the Adverse Benefit Determination that is the subject of the appeal.

Section A-5 Benefit Determination on Review. All appeals by a Claimant of an Adverse Benefit Determination will receive a full and fair review by an appropriate named fiduciary of the Plan.

Section A-6 Notification of Benefit Determination on Review. The Committee will notify a Claimant, in accordance with Section A-7, of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after the Plan's receipt of the Claimant's request for review of an Adverse Benefit Determination. If, however, special circumstances require an extension of time for processing the review by the named fiduciary, the Claimant will be notified, prior to the termination of the initial 60-day period, of the special circumstances requiring the extension and the date by which the Plan expects to render the Plan's benefit determination on review, which will not be later than 120 days after receipt of a request for review; provided, however, in the case of a Plan with a Committee or other group designated as the appropriate named fiduciary that holds regularly scheduled meetings at least quarterly, the time limit of this Section will be modified in accordance with 29 CFR 2560.503-1(i)(1)(ii) or 29 CFR 2560.503-1(i)(3)(ii), whichever is applicable.

Section A-7 Manner and Content of Notification of Benefit Determination on Review. The Committee will provide a Claimant with notification of its benefit determination on review in a method described in Section A-3. In the case of an Adverse Benefit Determination on review, the notification must set forth, in a manner calculated to be understood by the Claimant:

(a) The specific reasons for the adverse determination on review;

(b) Reference to the specific Plan provisions (including any internal rules, guidelines, protocols, criteria, etc.) on which the benefit determination on review is based; and

(c) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Benefit Claim, without regard to whether those records were considered or relied upon in making the Adverse Benefit Determination on review, including any reports, and the identities, of any experts whose advice was obtained.

Supplement B

Top-Heavy Provisions

Section B-1 Application. The purpose of this Supplement is to satisfy the requirements of Code Section 416. Consequently, the provisions of Section B-6 will apply for each Plan Year the Plan is determined to be a "Top-Heavy Plan" under Section B-2.

Section B-2 Top-Heavy Plan. Subject to the provisions of Section B-5, the Plan will be a Top-Heavy Plan for a Plan Year if on that Plan Year's Determination Date the sum of the Account balances of Participants who are Key Employees exceeds 60 percent of the sum of the Account balances of all Participants. For purposes of the preceding sentence, the "Determination Date" for a Plan Year means the last day of the preceding Plan Year.

Section B-3 Key Employees. For purposes of this Supplement:

(a) The term "Key Employee" means, any employee or former employee (including a deceased employee) of an Affiliate who, at any time during the Plan Year that includes the Determination Date, was:

(i) An officer of an Affiliate having 415 Compensation greater than $170,000 (as adjusted under Code Section 416(i)(1));

(ii) A five-percent owner of an Affiliate; or

(iii) A one-percent owner of an Affiliate having 415 Compensation of more than $150,000.

For purposes of determining an individual's ownership in an Affiliate under this subsection, the rules of Code Sections 414(b), (c) and (m) will be disregarded.

(b) The term "Non-Key Employee" means any employee who is not a Key Employee.

The terms "Key Employee" and "Non-Key Employee" include the Beneficiaries of such employees, respectively.

Section B-4 Determination of Account Balances. For purposes of determining Participants' Account balances as of any Determination Date under Section B-2, the following rules apply:

(a) A Participant's Account balance will be increased by any amounts distributed to the Participant or his Beneficiary during the one-year period ending on the Determination Date due to the severance from employment, death or Total and Permanent Disability of the Participant. In the case of a distribution made for any other reason, "five-year period" will be substituted for "one-year period" in the preceding sentence.

(b) Notwithstanding subsection B-4(a), the Account balance of a Participant who has not performed any services for an Affiliate during the one-year period ending on the Determination Date will be disregarded.

(c) The Account balance of a Non-Key Employee who was a Key Employee with respect to any prior Plan Year will be disregarded.

(d) A Participant's Account balance will be decreased by any amount rolled over into the Plan if the rollover was initiated by the Participant and the amount came from a plan other than a plan maintained by an Affiliate.

Section B-5 Aggregation of Plans. The Plan will be a Top-Heavy Plan under Section B-2 if it is part of a Top-Heavy Group for that Plan Year.

(a) **Top-Heavy Group**. The term "Top-Heavy Group" means each plan maintained by an Affiliate in which a Key Employee participates and each other plan which enables such a plan to meet the requirements of Code Section 401(a)(4) or 410 (either type of plan is referred to below as an "Aggregated Plan") where, as of a Determination Date, the sum of:

(i) The total of the account balances of Key Employees under any defined contribution plan that constitutes an Aggregated Plan; and

(ii) The present value of the cumulative accrued benefits of Key Employees under any defined benefit plan that constitutes an Aggregated Plan,

exceeds 60 percent of a similar sum determined for all employees.

(b) **Additional Plans**. The Company may treat any other plan it or any other Affiliate maintains as an Aggregated Plan under subsection B-5(a), provided that the Aggregated Plans would in combination with that plan or plans continue to meet the requirements of Code Sections 401(a)(4) and 410. If the Aggregated Plans which include this Plan do not comprise a Top-Heavy Group, this Plan will not be a Top-Heavy Plan under Section B-2.

(c) **Other Rules**. The rules of Section B-4 will apply to determine the Account balances of employees under this Section (and the term "Accrued Benefit" will be substituted for the term "Account balance" to determine benefits under a defined benefit plan). Any plan (including a terminated plan) that was maintained by an Affiliate within the five-year period ending on the Determination Date will be treated as an Aggregated Plan if it is otherwise described in subsection B-5(a).

Section B-6 Minimum Benefit. For any Plan Year in which the Plan is determined to be a Top-Heavy Plan, the contributions allocated under Section 4.2 through Section 4.4 to the Account of any Participant who is a Non-Key Employee may not be less than an amount equal to three percent (or, if lesser, the highest contribution percentage rate of any Key Employee for that year) of the Participant's 415 Compensation. For purposes of determining a Key Employee's contribution percentage rate under the preceding sentence, amounts contributed under Section

4.1 (other than Catch-Up Contributions) for that individual will be counted. A Participant will be entitled to receive an allocation under this Section if he is employed by an Employer on the last day of the Plan Year regardless of the number of Hours of Service he accrued in that year. If the Company or an Affiliate maintains a defined benefit plan that is part of a Top-Heavy Group for any Plan Year under Section B-5, any Non-Key Employee who participates under both this Plan and the defined benefit plan will be entitled to the minimum benefit under the defined benefit plan. Notwithstanding the foregoing, if an Affiliate maintains any other plan, the minimum benefit required under this Section will be adjusted in accordance with regulations issued under Code Section 416(f) to prevent an inappropriate duplication or omission of required minimum benefits or contributions. In this regard, if the other plan is a money purchase pension plan, the minimum benefit will be provided under that plan.

Supplement C

Limitations on Compensation Deferral and Matching Contributions

Section C-1 Purpose. The purpose of this Supplement is to satisfy the requirements of Code Sections 401(k), 401(m) and 402(g). Consequently, the Compensation Deferral Contributions and Matching Contributions made on behalf of a Participant will be limited each year in accordance with the following provisions.

Section C-2 Annual Dollar Limitation on Compensation Deferral Contributions. Notwithstanding any other Plan provision:

(a) No Participant will be permitted to have Elective Deferrals under this Plan, or any other qualified plan maintained by an Affiliate in any calendar year, in excess of the dollar limitation contained in Code Section 402(g) in effect for the calendar year, except to the extent permitted under subsection 3.1(b) and Code Section 414(v) (the "Annual Dollar Limitation"). If a Participant's Compensation Deferral Contributions exceed the Annual Dollar Limitation in effect for any calendar year, the excess deferrals (plus the Trust earnings or minus the Trust losses attributable to the excess deferrals for the taxable year in which the excess deferrals were made) will be distributed to the Participant by April 15 of the next calendar year.

(b) If a Participant's Elective Deferrals exceed the Annual Dollar Limitation (or, if greater, the amount determined under Code Sections 402(g)(4) and 402(g)(8)) in effect for any calendar year, the Participant may notify the Committee in writing of the excess and may elect to treat all or a portion of his Compensation Deferrals under this Plan, to the extent of the excess, as an excess Elective Deferral. If this notice is received by the Committee prior to March 1 of the calendar year following the calendar year in which the excess Elective Deferrals were made, the Committee may, in its sole discretion and without regard to any other provision of the Plan, direct the Trustee to distribute the amount designated by the Participant as excess Elective Deferrals (plus any Trust earnings or minus any Trust losses attributable to that amount for the taxable year in which the excess Elective Deferrals were made) prior to April 15 of that same year.

(c) The term "Elective Deferral" means the sum of any contributions made on behalf of a Participant by any entity (including any Compensation Deferral Contributions made under this Plan but excluding any Catch-Up Contributions made to this Plan or any other plan described below) for a calendar year:

(i) Under a qualified cash or deferred arrangement (as defined in Code Section 401(k)) to the extent not includible in the Participant's gross income for that calendar year under Code Section 402(e)(3) (determined without regard to Code Section 402(g));

(ii) Under a simplified employee pension plan to the extent not includible in the Participant's gross income for that calendar year under Code Section 402(h)(1)(B) (determined without regard to Code Section 402(g));

(iii) Applied toward the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement (within the meaning of Code Sections 3121(a)(5)(D) and 402(g)(3) and any regulations issued under those Sections); or

(iv) Under a simple retirement account established under Code Section 408(p)(2)(A)(i).

Section C-3 Actual Deferral Percentage Test Safe Harbor Provisions. The Plan is treated as satisfying the Actual Deferral Percentage test under Code Section 401(k)(3)(A)(ii) and Treasury Regulation Section 1.401(k)-2(a) for the Plan Year, if the following conditions are met:

(a) For the entire Plan Year the Employer contributes to the Plan a Safe Harbor Matching Contribution which is allocated and credited to the Safe Harbor Matching Contribution Accounts of all Participants in the amount provided for in Section 4.2;

(b) Safe Harbor Matching Contributions contributed on behalf of Participants are nonforfeitable within the meaning of Treasury Regulation Section 1.401(k)-1(c);

(c) Safe Harbor Matching Contributions contributed on behalf of Participants are subject to the withdrawal restrictions of Code Section 401(k)(2)(B) and Treasury Regulation Section 1.401(k)-1(d); and

(d) Each Participant for the Plan Year receives a written notice that satisfies the following requirements:

(i) The notice is sufficiently accurate and comprehensive to inform the Participant of the Participant's rights and obligations under the Plan;

(ii) The notice is written in a manner calculated to be understood by the average Participant; and

(iii) At least 30 days (and no more than 90 days) before the beginning of each Plan Year (or prior to a Participant's Entry Date, if later), the notice is given to Participants for that Plan Year specifically stating that the Employer will make a Safe Harbor Matching Contribution for the Plan Year**.**

For purposes of subsection (d) the notice is considered sufficiently accurate and comprehensive if the notice accurately describes: (i) the Safe Harbor Matching Contribution formula including the fully vested nature of such contributions; (ii) any other contributions under the Plan (including discretionary Matching Contributions) and the conditions under which such contributions are made; (iii) the type and amount of Compensation that may be deferred under

the Plan; (iv) how to elect to make Compensation Deferral Contributions and Catch-Up Contributions under the Plan; (v) the periods available under the Plan for making Compensation Deferral Contributions and Catch-Up Contributions; (vi) withdrawal and vesting provisions applicable to all contributions under the Plan; and (vii) contact information for Participants to obtain additional information about the Plan. The Plan will satisfy the content requirement for the notice without providing the information in (ii) and (iii) above provided that the notice cross-references relevant portions of a summary plan description previously or currently provided to the Participant.

Effective as of April 1, 2010, the Employers suspended making Safe Harbor Matching Contributions to the Plan and, as result, the Plan is subject to the Actual Deferral Percentage and Contribution Percentage limitations set forth in Sections C-4 and C-6, respectively, effective as of January 1, 2010.

Section C-4 Percentage Limitation on Compensation Deferral Contributions. Notwithstanding any other Plan provision, the Actual Deferral Percentage for Participants who are Highly Compensated Employees (as defined in Section 5.11) for any Plan Year may not exceed the greater of:

(a) 125 percent of the Actual Deferral Percentage for all other Participants for that same Plan Year; or

(b) The lesser of:

(i) 200 percent of the Actual Deferral Percentage for all other Participants for that same Plan Year, or

(ii) The Actual Deferral Percentage for all other Participants for that same Plan Year plus two percentage points.

The "Actual Deferral Percentage" for a specified group of Participants for any Plan Year means the average of the ratios, determined individually for each Participant in the group, of (A) to (B) where:

(A) Equals the sum of the Compensation Deferral Contributions made under Section 4.1 for the Participant with respect to that Plan Year which are treated as Compensation Deferral Contributions; and

(B) Equals the Participant's 415 Compensation (as determined under Section 5.10) for that Plan Year.

To insure compliance with the limitation described above (the "Percentage Limitation"), the Committee may limit prospective Compensation Deferrals of Participants under Section 3.1 at any time during the Plan Year. If the Committee determines that the Compensation Deferral Contributions made on behalf of the Highly Compensated Employees exceed the Percentage Limitation for any Plan Year, the excess contributions will be calculated by reducing the Actual Deferral Percentage of the Highly Compensated Employee with the highest Actual Deferral Percentage first. If the Actual Deferral Percentage test is not yet passed, the process is repeated

with the remaining Highly Compensated Employees until the test is satisfied. Once the total amount of excess contributions is determined, the excess contributions will be distributed to the Highly Compensated Employees in the order of their actual contribution amounts (including all contributions treated as deferrals for the Actual Deferral Percentage test), beginning with the highest deferral amount, to the extent necessary to distribute all excess contributions. The distributions of excess contributions will include any Trust earnings or losses attributable to the excess contributions for the Plan Year for which the excess contributions were made. Any Matching Contributions which are attributable to excess contributions that are distributed under this Section will be forfeited and used to reduce future Matching Contributions. The excess to be distributed under this Section will be reduced by any Excess Deferrals to be returned to the Participant with respect to that same Plan Year under Section C-2. A distribution under the preceding sentence will generally be made within two and one-half months after the end of that Plan Year, but in no event later than the last day of the Plan Year that follows the Plan Year in which the excess occurred.

If a Participant has made Roth Contributions during the Plan Year, and if all or any portion of the Participant's Compensation Deferrals, plus earnings, are required to be distributed under the provisions of Section C-4 or C-6, unless a Participant elects otherwise under rules established by the Committee, any distribution of an excess Compensation Deferral Contribution will be made first from the funds contributed during the Plan Year which were not designated as Roth Contributions and then from the funds contributed during the Plan Year which were designated as Roth Contributions for that Plan Year. Any earnings on the excess contributions will be distributed from the accounts from which the deferrals were distributed.

Section C-5 Contribution Percentage Test Safe Harbor Provisions. The Plan is treated as satisfying the Contribution Percentage test under Code Section 401(m)(2) and Treasury Regulation Section 1.401(m)-2(a) with respect to Matching Contributions for the Plan Year if the following conditions are met:

(a) The Employer makes a Safe Harbor Matching Contribution to the Plan for that Plan Year and meets the notice requirement of subsection C-3(d); and

(b) The Employer contributes to the Trustee an amount, if any, designated as a "Matching Contribution" which: (i) does not match Compensation in excess of six percent of 415 Compensation; (ii) does not increase as the rate of Compensation Deferrals increase; and (iii) at any rate of Compensation Deferrals, the rate of Matching Contributions with respect to any Highly Compensated Employee is no greater than the rate of Matching Contributions that would apply to a non-Highly Compensated Employee who is eligible to receive a Matching Contribution and who has the same rate of Compensation Deferrals. In addition, discretionary Matching Contributions may not exceed four percent of 415 Compensation.

Effective as of April 1, 2010, the Employers suspended making Safe Harbor Matching Contributions to the Plan and thus the Plan is subject to the Actual Deferral Percentage and Contribution Percentage limitations set forth in Sections C-4 and C-6, respectively, effective as of January 1, 2010.

Section C-6 Limitation on Matching Contributions. Notwithstanding any other Plan provision, the Contribution Percentage for Participants who are Highly Compensated Employees for any Plan Year may not exceed the greater of:

(a) 125 percent of the Contribution Percentage for all other Participants for that same Plan Year; or

(b) The lesser of:

(i) 200 percent of the Contribution Percentage for all other Participants for that same Plan Year, or

(ii) The Contribution Percentage for all other Participants for that same Plan Year plus two percentage points.

The "Contribution Percentage" for a specified group of Participants for any Plan Year means the average of the ratios, determined individually for each Participant in the group, of (A) to (B) where:

(A) Equals the sum of the Matching Contributions to be made on behalf of the Participant under Section 4.3 for that Plan Year; and

(B) Equals the Participant's 415 Compensation (as determined under Section 5.10) for that Plan Year.

For purposes of determining the Contribution Percentage under the preceding sentence, all or part of the Compensation Deferral and/or Discretionary Contributions made or to be made for the Plan Year being tested with respect to any or all Participants may be included in the computation of the percentage; provided that the requirements of Treasury Regulation Section 1.401(m)-2(a)(6) are satisfied. If the Committee determines that the total Matching Contributions to be allocated to, or in fact made, on behalf of a Highly Compensated Employee would exceed the amount permitted under the Contribution Percentage limitation for any Plan Year, the excess Matching Contributions will be calculated by reducing the Actual Contribution Percentage of the Highly Compensated Employee with the highest Actual Contribution Percentage first. If the Actual Contribution Percentage test is not yet passed, the process is repeated until the test is satisfied. Once the total amount of excess Matching Contributions are determined, the excess contributions that cannot be allocated to the Highly Compensated Employees' Accounts will be calculated in the order of their actual contribution amounts (including all contributions treated as Matching Contributions for the Actual Contribution Percentage test), beginning with the highest contribution amount, to the extent necessary to eliminate all excess contributions. If any excess Matching Contributions have already been deposited in a Highly Compensated Employee's Account, they will be distributed to the Highly Compensated Employees according to the procedures described above. The reduction of excess contributions already deposited will include any Trust earnings or losses attributable to the excess contributions for the Plan Year for which the excess contributions were made. The reduction generally will be made within two and one-half months after the end of the Plan Year in which the excess occurred, but in no event later than the last day of the Plan Year that follows that Plan Year.

If Compensation Deferral Contributions and Matching Contributions are made with respect to the same Plan Year, the Company may elect to treat all or part of the Compensation Deferrals made under Section 4.1 as Matching Contributions under Section 4.3 for purposes of applying the limitation of Section C-6, as provided in the regulations issued under Code Sections 401(k) and 401(m).

Section C-7 Aggregation of Plans. For purposes of applying the Annual Dollar Limitation of Section C-2, all Elective Deferrals (other than Catch-Up Contributions) made under any plan maintained by an Affiliate will be aggregated with the Compensation Deferral Contributions made under this Plan. For purposes of applying the Percentage Limitation of Section C-4, and the Contribution Percentage limitation of Section C-6, all plans maintained by the Affiliates (under which Elective Deferrals are made) that are treated as one plan for purposes of Code Section 401(a)(4) or 410(b) will be treated as one plan in accordance with Code Sections 401(k)(3) and 401(m)(2)(B) and any final regulations issued under those sections. In addition, if any Highly Compensated Employee is a participant in any other plan maintained by an Affiliate that permits Elective Deferrals, that plan will be aggregated with this Plan for purposes of the foregoing limitations. When determining the Matching Contribution Percentage for any Highly Compensated Employee who participates in more than one plan, matching contributions made within the 12-month period of the plan being tested are considered without regard to the plan year of the other plans.

Supplement D

Participation by and Withdrawal of Affiliates

Section D-1 Participation by Affiliate. Each Affiliate will adopt the Plan for the benefit of its employees and become an Employer pursuant to the merger or purchase agreement between the Company and Affiliate.

Section D-2 Withdrawal of Affiliate. When an Employer ceases to be an Affiliate, the Employer's participation in the Plan will terminate effective as of the day preceding the date on which the Employer ceases to be an Affiliate (the "Former Affiliate"). The Accounts of all Participants who are employed by the Former Affiliate on the effective date of the transaction, as set forth in the definitive agreement related to such transaction, which results in the cessation of the Former Affiliate's participation in the Plan (the "Transaction Date") will become 100% vested and nonforfeitable on the Transaction Date. Except as otherwise agreed in writing by the Company and the Former Affiliate, the Accounts of Participants who are employed by the Former Affiliate on the Transaction Date or were employed by the Former Affiliate immediately prior to their termination of employment with all of the Affiliates (the "Former Participants") will be distributed as soon as administratively practicable following the Transaction Date as provided in Section D-3 or Section D-4.

Section D-3 Former Affiliate Establishes a Defined Contribution Plan. If the Former Affiliate establishes a defined contribution plan intended to qualify for favorable income tax treatment under Code Section 401(a) for its employees within a reasonable period following the Transaction Date, subject to the provisions of Section 12.2, the Trustee will transfer, deliver and assign the Trust assets allocable to the Former Participants of such Former Affiliate, either in cash or in kind, as set forth in the definitive agreement, to the trustee of the related trust established by the Former Affiliate in connection with its establishment of such qualified defined contribution plan; provided, however, that no such transfer will be made if it would result in the elimination or reduction of any Code Section 411(d)(6) protected benefits. In order for the provisions of this subsection to be applicable, the Former Affiliate must notify the Company and the Trustee of the establishment of its qualified defined contribution plan immediately following its establishment.

Section D-4 Former Affiliate Does Not Establish a Defined Contribution Plan. If the Former Affiliate does not establish a qualified defined contribution plan for its employees within a reasonable period following the Transaction Date, the Accounts of Former Participants will be distributed in a lump sum distribution as defined in Treasury Regulation 1.401(k)-1(d)(5) as soon as administratively practicable following the Transaction Date.

Section D-5 Transfer of Employment Between Employers. If an employee who is a Participant transfers employment from one Employer to another Employer, such employee will continue to participate in the Plan without interruption. The Participant's Compensation Deferral Contributions and Catch-Up Contributions and any allocation of Company Contributions attributable thereto will be based on Compensation which is paid by each Employer during the Participant's employment with that Employer.

Section D-6 Company Action Binding on Other Employers. As long as the Company is the sponsor of the Plan, it is empowered to act for any other Employer in all matters relating to the Plan.

Section D-7 Purpose. The provisions of this Supplement D will supersede the provisions of the Plan (except such provisions as impose conditions or limitations required by applicable law) to the extent necessary to eliminate any inconsistency between the Plan and this Supplement D.

Supplement E

Participant Loans

Section E-1 Purpose. The Trustee may loan a portion of the Trust to a Participant from the Participant's 401(k) Account at the Committee's direction in accordance with the terms of this Supplement E and the written loan policy established by the Committee.

Section E-2 Application. To obtain a loan, a Participant must file an application with the Committee in the manner designated by the Committee. Only three applications may be filed in any 12-month period.

Section E-3 Loan Amounts. Loans may only be made from the 401(k) Account (excluding the ESOP Diversification Account). The minimum amount of any loan is $1,000. The maximum amount for any loan (when added to the outstanding balance of all other loans made to the Participant from any qualified plan maintained by an Affiliate) is the lesser of:

(a) $50,000, reduced by the excess (if any) of:

(i) The highest outstanding loan balance during the one-year period ending on the day before the date the loan is made, over

(ii) The outstanding loan balance on the date the loan is made; or

(b) 50 percent of the amount the Participant would be entitled to from his 401(k) Account (excluding his ESOP Diversification Account) if he terminated his employment with the Affiliates on the date of the loan.

Section E-4 Loan Provisions. Each loan must:

(a) Be evidenced by a written note which bears interest at a reasonable rate determined by the Committee pursuant to the loan policy;

(b) Be repaid in substantially equal installments, not less frequently than quarterly as specified in the loan policy, over a period specified in the written note not to exceed five years (except that a loan used by the Participant to acquire or construct his principal residence may be repaid over a period not to exceed ten years);

(c) Be secured by the Participant's 401(k) Account (excluding his ESOP Diversification Account); and

(d) Evidence the Participant's pledge of his Account as security for the loan.

Section E-5 Default. In the event the Participant fails to make a loan payment when due, the unpaid balance of the loan (including any accrued interest) will become due and payable immediately without demand or notice. The Committee, in its sole discretion, and at its option,

may then demand payment of the balance due under the preceding sentence. The Participant will also be required to pay any reasonable costs incurred by the Committee to collect any amount due and payable under this Supplement. Neither a delay nor omission by the Committee exercising any right or remedy or a single or partial exercise of a right or remedy will operate as a waiver of that right or remedy or will preclude the further exercise of that or any other right or remedy.

Section E-6 Other Requirements and Procedures. The application and grant of any loan will be subject to such additional rules as may be established by the Committee under the loan policy and communicated to Participants in writing, subject to the following:

(a) A loan to a Participant will be made from that Participant's 401(k) Account and will be treated as an investment of the 401(k) Account. Consequently, the loan balance will be treated as if it were a separate Investment Fund under Section 6.5, with interest payments treated as earnings to be credited to the Participant's 401(k) Account under Section 5.3.

(b) If any portion of a loan (including any accrued interest) is unpaid at the time the Participant or his Beneficiary is to receive a distribution under Article VIII, the Participant's Account will be reduced prior to the distribution by the lesser of: (i) the outstanding loan balance (including any accrued but unpaid interest); or (ii) the amount of the distribution to be made. Notwithstanding the foregoing, a Participant who has terminated employment may roll over an outstanding loan to a qualified plan of another employer, provided the qualified plan will accept the rollover.

(c) Loan repayments will be suspended under the Plan during qualifying military service as permitted under Code Section 414(u).