TradeUP Securities

Application Booklet

Profit Sharing Plan

TradeUP Securities Inc. in partnership with

Delaware Charter Guarantee & Trust Company
d/b/a Principal Trust Company

This booklet contains:

Privacy Notice | Instructions | Plan Sponsor Service Agreement

Adoption Agreement | Trust Agreement | Plan Amendments | Participant Forms

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Principal Trust Company

A member of

Principal Financial Group

Mailing Address:
P.O. Box 8963
Wilmington, DE 19899-8963
800-209-9010 Fax: 302-999-9554

Privacy Notice

This Notice is provided on behalf of Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company.

Protecting Your Privacy

This Notice is required by law. It tells how we handle personal information. This Notice applies to:

- People, including IRA account holders, personal trust clients, grantors, beneficiaries, remaindermen, who own or apply for our products or services for personal use
- Employee benefit plan participants and beneficiaries

In this Notice, "you" refers to only these people. The Notice does not apply to an employer plan sponsor.

We Protect Information We Collect About You

We follow strict standards to safeguard personal information. These standards include limiting access to data and regularly testing our security technology.

How We Collect Information

We collect data about you as we do business with you. Some of the sources of this data are as follows:

- **Information we obtain when you apply or enroll for products or services.** You may provide facts such as your name, address, Social Security number, and employment data.
- **Information we obtain from others.** This may include market value data about your account and similar data.
- **Information we obtain through our transactions and experience with you.** This includes investment records and account values.
- **Information we obtain through the Internet.** This includes data from online forms you complete. It also includes data we receive when you visit our website.

How We Share Information With Others

In the course of doing business we may share data with others. This could include personal information about you or about former customers, plan participants or beneficiaries. Personal information may be shared with others for the following purposes:

- in response to a subpoena,
- to prevent fraud,
- to comply with inquiries from government agencies or other regulators, or
- for other legal purposes.

We also may share personal information about you or former customers:

- with others that service your accounts, or that perform services on our behalf,
- with others with your consent, at your request or as allowed by law.

Accuracy of Information

We strive for accurate records. Please tell us if you receive any incorrect materials from us. We will make the appropriate changes.

More Information

You can write to us if you have questions about our Privacy Notice:

Privacy Officer, P.O. Box 8963, Wilmington, DE 19899-8963.

Receipt of this notice does not mean your application has been accepted.

We may change our privacy practices at times. We will give you a revised notice when required by law.

Our privacy practices comply with all applicable laws.

If a state's privacy laws are more restrictive than those stated in this Notice, we comply with those laws.

Your agent, broker, registered representative, consultant or advisor may have a different privacy policy.

Instructions for Establishing Your Profit Sharing Plan

Consult With Your Attorney

Carefully read the enclosed information. If you are starting your own plan or are seriously considering doing so, please consult with your attorney and tax advisor.

What is Required of an Employer to Establish a Plan?

When you decide to start your profit sharing plan ("plan"), complete the:

- Principal Trust Company Trust Agreement for Self Directed Accounts (Attachment A of the Basic Defined Contribution Plan)
- Service Agreement for Money Purchase Pension and Profit Sharing Plans
- Adoption Agreement
- Qualified Plan Participant Information Form
- Beneficiary Designation Form (needed for each plan participant)

Print a copy of the Basic Defined Contribution Plan Document to retain for your records. A copy of the plan document is located on our website (www.principaltrust.com).

Forward these documents, with the exception of the Basic Defined Contribution Plan, to Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company (Principal Trust) for approval. When Principal Trust has received these documents, along with your acceptance fee check payable to Principal Trust, they will be reviewed for compliance with existing underwriting guidelines. If accepted, Principal Trust will execute the Service Agreement and Trust Agreement and return a copy to you for your records. Also, see the Employer's Administrative Guide.

Paying by check authorizes Principal Trust to send the information from your check electronically to your bank for payment. You will not receive your original check back from your financial institution. For security reasons we will destroy your original check, but we will keep an electronic image of the check for recordkeeping purposes.

Employers Administrative Guide

Initial Requirements

Plan Qualification

This prototype plan has received a favorable opinion letter issued by the National Office of Internal Revenue Service as being qualified under Section 401(a) of the Internal Revenue Code (Principal Trust's opinion letter). This means that employers and employees who are covered by this plan receive favorable tax treatment for their contributions to the plan. To maintain the tax qualification, an employer must follow all terms of the plan document.

An employer who adopts this prototype plan and maintains or has ever maintained another plan cannot rely solely on Principal Trust's opinion letter but must apply with Internal Revenue Service (IRS) for a separate determination to ensure continued qualification of the plan by the IRS.

Employers who are restating their current profit sharing plan or money purchase plan to this prototype plan may not necessarily have to seek a favorable determination letter. Please consult with, and follow the advice of, your legal and/or tax advisor on whether you need to seek a favorable determination letter for your plan.

To apply for a determination letter, complete and file IRS Form 5307 and any required attachments.

An applicant for a determination letter must provide notice to all interested parties, in accordance with IRS Regulations. Send this notice to each employee who qualifies as an interested party or post it in a conspicuous place accessible to all employees no later than 10 days and no earlier than 24 days before the date of the determination letter application.

Employee Announcement

Notify employees of the establishment of the plan upon adoption.

Summary Plan Description (SPD)

An employer that employs individuals other than a spouse or partners must provide a Summary Plan Description to participants within 120 days after adoption of the plan.

Bonding

In accordance with Title 1, part 4 of the Employee Retirement Income Security Act of 1974 (ERISA), every administrator, officer, and employee of any plan who handles funds or other property of such plan must be bonded. Since the employer or plan administrator handles funds of the plan, they must be bonded. The bond protects the plan against loss by reason of acts of fraud or dishonesty on the part of the administrator, officer, or employee directly or through connivance with others. This bond must be in a form or a type approved by the Department of Labor (DOL). Each plan official must be bonded in an amount equal to at least 10 percent of plan assets handled in the prior year. The maximum bond amount required by the DOL is $500,000 ($1,000,000 for plans that hold employer securities). The bond shall not be less than $1,000. Additional coverage may be necessary for certain plans covering fewer than 100 participants to be exempt from the audit requirement for plan years beginning after April 17, 2001. Consult with your attorney in order to avoid a penalty.

> ***Note:*** *The annual Department of Labor Form 5500 filing requests the name of the insurer of this bond and the amount covered. A plan covering only an owner-employer and a spouse or partners is exempt from this bonding requirement.*

Annual Requirements

Internal Revenue Service (IRS) Form 5500 or 5500-EZ

The employer is responsible for filing a Form 5500 series Annual Report to the Department of Labor (DOL) each year. A plan covering only an owner-employer and spouse or partners and their spouses and having no more than $250,000 in plan assets as of the end of the plan year may be exempt from the 5500 Annual Reporting for that year. Consult with your attorney or tax advisor to determine whether your plan meets this exemption.

File with the DOL within 210 days after Plan Year end. The IRS may assess a late filing fee of $25 per day up to a maximum of $15,000. The DOL may assess penalties of up to $1,100 per day. The DOL penalty would not apply to plans that qualify for Form 5500-EZ. The requirement to file a Form 5500 series continues until a plan has completely distributed all plan assets.

Department of Labor Summary Annual Report (SAR)

Distribute to participants by the later of nine months after the close of the plan year or two months after an extension to file the Form 5500 report has expired.

Periodic Requirements

Summary Plan Description (SPD)

Distribute to new participants within 90 days of a participant's date of entry or when a beneficiary first begins to receive benefits. The SPD must be updated every 5th plan year, if there were plan amendments; otherwise every 10th plan year.

Summary of Material Modifications (SMM)

Distribute the SMM when plan amendments have been adopted that materially affect the information in the SPD. Distribute to all participants and beneficiaries receiving benefits within 210 days after the close of the plan year in which the material modification was adopted. Not required if SPD is distributed by this deadline.

Establishing Employee Accounts

By law, employees must be notified about their eligibility to participate in this plan. Individual accounts for each participant should be opened with the investment firm designated on the Qualified Plan Participant Information Form. The investment firm must have a service agreement with Principal Trust.

The accounts should be titled as follows:

DELAWARE CHARTER GUARANTEE & TRUST COMPANY, TTEE

Name of Employer: Profit Sharing Plan

FBO: Name of Employee

P.O. Box 8963 / Wilmington, DE 19899-8963

A monthly investment firm statement must be sent to Principal Trust, the employer and/or, if applicable, each participant.

Principal Trust's Tax ID Number must appear on the investment account, not the employer's or the participant's social security number. Our Tax ID Number is 51-0099493.

Mailing Instructions

Send to: TradeUP Securities Inc., 101 Eisenhower Parkway, Roseland, NJ 07068

Funding Your Plan

Contributions

If you decide to make a discretionary Profit Sharing contribution to your plan, you must adopt a resolution by the earlier of your fiscal year end or the plan year end to specify the amount of contributions to be made to the plan for that year.

Total contributions cannot exceed the lesser of 100% of participant compensation ("earned income" if self-employed) or $49,000, as indexed, per participant.

Contributions and Investments

Checks must be made payable to Principal Trust but may be delivered to the investment firm for deposit to the plan. You must provide investment directions directly to the investment firm. Investment confirmations will be sent to the employer and/or participant(s) and the trustee by the investment firm. When plan contributions are made, allocations to each eligible participant's self-directed account are required.

It is the responsibility of the employer and/or participant to direct the investment of their contributions. Principal Trust does not provide investment advice or endorse any investment vehicle that the employer, participant, or investment firm select. Principal Trust is not responsible for the performance of Plan investments, nor does Principal Trust supervise or control the activities of the investment advisor chosen by the employer and/or participants.

Transferring an Existing Account

The Transfer-In Authorization Form must be completed and forwarded to Principal Trust for processing. You may contact your brokerage firm for a copy or download one from our website (www.principaltrust.com). Please make sure that you list all assets and attach the most current statement supporting those assets.

Ongoing Administration

The Employer is the Plan Administrator. Your plan is governed by the selections you choose in the Adoption Agreement, by the terms of the Plan Document, and the rules outlined by ERISA, the Department of Labor (DOL), and the Internal Revenue Service (IRS). Print and read the plan document. This will aid you in understanding your responsibilities in operating the plan properly.

Completing Profit Sharing Plan Adoption Agreement

Before You Begin: Items K(2), O(3), R(1), S(2) and T do not need to be completed.

Item A – New or Amended Plan	
If the plan is…	**Then…**
A new plan	Check the first box.
A restatement of an existing qualified plan or a transfer plan	Check the second box and fill in the Effective Date of the restatement. Note: The Restatement Date cannot be earlier than January 1, 2008.
An amendment to an existing plan	Check the third box and fill in the amendment Effective Date.
Item B – The Terms We, Us, And Our	
Fill in the legal name of the Employer.	
Item C – The Plan Name	
This is generally the name of the Employer followed by the type of plan.	
Item D – Original Effective Date	
If the plan is…	**Then…**
A new plan	Enter the date the Plan will be effective (usually the first day of the Plan Year).
An amendment or restatement of an existing plan or a transfer plan	Enter the Effective Date of the original plan.
Item E – Employer Tax Identification Number (TIN)	
If…	**Then…**
The Employer has a Federal TIN	Enter the TIN in the blank.
The Employer does not have a Federal TIN	They must apply for one and complete this section before submitting the Adoption Agreement.
Item F – The Three Digit Plan Number	
This is the three digit number assigned to the Plan. If this is the first plan the Employer has set up, the number is generally 001.	
Item G – The Yearly Date	
If…	**Then…**
This is a new plan or an existing plan and the Yearly Date is not changing	Enter the first day, month, and year of the Plan Year in the first blank.
This is an amendment to an existing plan and the Yearly Date is changing	Enter the original Yearly Date in the second blank and the new date in the first blank.
Item H – The Fiscal Year	
If the Fiscal Year is…	**Then…**
The same as the Plan Year	Enter the month and last day of the Plan Year.
Not the same as the Plan Year	Enter the month and last day of the Employer's taxable year.

Item I – Predecessor Employer and Prior Employer

If the Employer wants to give credit for service with a prior Employer(s), enter the exact legal name(s) of the prior Employer(s) in this section. **Example:** An Employer may want to give credit for service with a prior Employer if they purchased or merged with another company.

Item J – Eligible Employee

If…	Then…
Employees covered by a collective bargaining agreement will be excluded	Check Box J(1).
Nonresident aliens with no U.S. income will be excluded	Check Box J(2).
No Employees will be excluded	Go to Item K.

Item K(1) – Entry Requirements (Service)

If…	Then…
An Employee does not have to complete any service before entry into the Plan	Check Box K(1)(a).
An Employee must complete a service period before entry into the Plan	Check Box K(1)(b) and check either Box K(b)(i) or K(b)(ii). Note: If Box K(b)(ii) is selected, vesting in Section P must be 100%.

Item K(3) – Age Requirement

If…	Then…
An Employee can enter the Plan at any age	Check Box K(3)(a).
An Employee must be a minimum age to enter the Plan	Enter the age in (K)(3)(b). Note: The age can not be greater than 21.

Item L(1) – Employer Contributions

If…	Then…
The Employer wants to make a contribution for any Employee who was an Active Participant at any time during the Allocation Year	Go to L(2). **Note:** Participants who were active during the Plan Year but retired, died, or became disabled will receive a contribution.
The Employer wants to make a contribution only for those who were Active Participants at any time during the Allocation Year AND either worked on the last day of the Plan Year OR completed more than 500 hours of service during the Accrual Service Period ending on or before the last day of the Plan Year	Check Box L(1)(a)

Item L(2) – Formula

If…	Then…
The Employer does not want to take into account contributions made to Social Security	Check Box L(2)(a).
The Employer does want to take into account contributions made to Social Security	Check Box L(2)(b). If the Employer wants the Integration level to be the Taxable Wage Base, skip to Item M. If not, complete box L(2)(b)(i) with an amount less than the Taxable Wage Base OR complete L(2)(b)(ii) with a percentage greater than 19 or less than 100.

Item M – Rollover Contributions

If…	Then…
Employees will be able to roll money into the Plan Employees will not be able to roll money into the Plan	Skip this section. Check the box.

Item N(2)– Contribution Modifications Limitation Year and Compensation	
If…	**Then…**
W-2 wages will be used as compensation	Go to Item N(3).
The Plan will use the §415 definition of compensation	Check the box in N(2)(a).
Item N(3) – Multiple Defined Contribution Plans	
If…	**Then…**
The Employer wants to limit annual additions according to the Principal Trust document	Go to Item N(4).
The Employer wants to limit annual additions by a different method	Check box N(3)(a) and describe the method in the blank space.
Item N(4) – Contribution Modifications, Multiple Plans	
If…	**Then…**
The Employer has another plan that also covers Participants in this Plan	Check the box and enter how minimum contributions will be made in any year the plan is Top-heavy.
Item O(1) – Trust Agreement	
If…	**Then…**
Principal Trust will be the Trustee of the Plan	Go to Item O(2).
Another entity will be the Trustee of the Plan	Contact Principal Trust Company to determine if this is an option for your Plan.
Item O(2) – Investment Direction	
The Participants will direct their own investments	Go to Item O(4).
The Plan will direct the Participant investments	Check box O(2)(a).
Item O(4) – Life Insurance	
Life Insurance will not be permitted	Go to Item P.
Life Insurance will be permitted	Check box O(4)(a).
Item P – Vesting Percentage	
Select one of the vesting schedules provided. Fill in the percentages if Schedule 4 is selected.	
Item Q – Vesting Service (Complete only if contributions are not immediately 100% vested)	
If…	**Then…**
Service performed before the Effective Date of the Plan will *not* count toward Vesting	Check box Q(1).
Service performed before the Effective Date of the Plan *will* count toward Vesting	Go to Item Q(2).
If…	**Then…**
Service performed before the age of 18 will not be counted toward Vesting	Check box Q(2).
Service performed before the age of 18 will be counted toward Vesting	Go to Item R.

Item R – Withdrawal Benefits	
If…	**Then…**
Participants will be allowed to withdraw vested employer contributions any time after reaching age 59 ½	Check box R(2).
Participants will not be allowed to withdraw vested employer contributions after reaching age 59 ½	Go to Item S.
Item S – Retirement and the Start of Benefits	
If…	**Then…**
Normal Retirement Age will be age 65	Go to Item U.
Normal Retirement Age will be less than age 65	Enter an age less than 65.
Normal Retirement Age will be less than age 65 AND years of service after the Participant entered the Plan will be required	Enter an age up to age 65 AND a number of years, up to 5.
Item U – Execution	
The person signing the document for the Employer must enter their title, sign, and date the document.	

Schedule of Standard Pension & Profit Sharing Trustee Fees Effective January 1, 2008

Your Trustee fees depend on the Brokerage Firm who services your account, please check with the firm for all applicable fees. If you transfer your account to another Brokerage Firm, you will need to obtain a new fee schedule.

Acceptance Fee	
Opening of the plan Submission of Adoption Agreement	$ 100
Service charge if acceptance fee does not accompany application	$ 25
Plan Amendments	$ 100

Annual Fees	
Annual Plan Fee Annual fees are charged on a calendar year basis and are not pro-rated. There is no percentage charge based on cumulative assets	$ 100
Each additional participant	$ 75
Late payment or directive to debit your account for Trustee fees (after 30 days)	$ 10
Assets held outside the brokerage account	$ 75
Investment holding fee	$ 15

Annual Plan Administration Services (Optional)	
Preparation of Form 5500-EZ (check requirements)	$ 150
Includes one participant, each additional participant	$ 25
Preparation of Form 5500 (Includes Form 5500, Plan Income Statement, Summary Annual Report)	$ 300
Includes one participant, each additional participant	$ 25
Late payment or directive to debit your account for Trustee fees (after 30 days)	$ 10

Fees for Disbursement from Trust	
Partial distribution Includes refund/reallocation of excess $30 maximum per calendar year	$ 15

Other Charges	
Plan Transfer or termination in addition to annual fees	$ 100
Per participant termination fee	$ 75
Change in brokerage firm	$ 15
Loan Acceptance Fee	$ 125
Annual Loan Administration	$ 125
Transaction requiring trustee processing No charge for buys and sells in the brokerage account	$ 25
Processing on terminated Plan or Participant Processing of checks or securities after the plan or participant account has been closed more than 6 months	$ 50
Reissue of check over 6 months old	$ 30
Returned check	$ 25
Additional managed account	$ 75

Other Charges (continued)	
Investment review	$ 150
Research of transaction over 6 months old per hour (minimum ½ hour)	$ 80
Affidavit of loss (plus investment firm fees)	$ 50
Never funded account, after one year (per participant)	$ 50
Reinstatement of closed plan (Plan and per participant)	$ 50
Forms 2439 filing	$ 50
Preparing and signing Form 990-T	$ 150
Signing Form 990-T only	$ 25
Outgoing wire processing	$ 25
Special services not otherwise provided above	As agreed

In the event the fees become delinquent and it becomes necessary to collect the balance through the services of a collection agency, you will be held responsible for their fees.

Trust Agreement for Self-Directed Accounts Attachment A

The following Trust is established to be used in connection with Principal Trust Company Basic Defined Contribution Plan #02 and Basic Savings Plan #01 adopted by the Employer. Unless the context of this Trust Agreement clearly indicates otherwise, the terms defined in Section 1.02 of the Plan entered into by the Employer, of which this Trust Agreement forms a part shall, when used herein, have the same meaning as in the Plan.

Section 1 – Appointment of Trustee and Trust Fund

1.1 Trust

The Employer hereby appoints the individual(s) employed by the Employer, a Bank or Trust company listed in Section 8 of this Trust Agreement as Trustee(s) for the Plan (hereafter, "Trustee") and accepted by the Trustee in writing. The Employer hereby establishes with the Trustee a trust Account or Accounts on behalf of the Plan consisting of such sums of money and such other property acceptable to the Trustee as shall from time to time be contributed, paid or delivered to the Trustee pursuant to this Trust Agreement at the address specified by the Trustee. All such money and property, all investments and reinvestments made therewith and proceeds thereof, less any payments or distributions made by the Trustee pursuant to the terms of this Trust Agreement, are referred to herein as the "Trust". The Trust shall be held by the Trustee in accordance with the express provisions of this Trust Agreement and the requirements of law.

1.2 Delegation of Authority

The Trustee may delegate to a custodian or other agent the custodianship of all or part of the assets of the Trust. The Trustee may arrange for the delegation by the Trustee to the Employer or any agent of the Employer, hereafter "Agent", of any powers or functions of the Trustee hereunder other than the custody of the Trust assets. The Trustee shall not be responsible for any act or omission of such person or persons arising from any such delegation, except to the extent provided in Section 4.8.

1.3 Limitations of Trustee's Duties

a) With respect to its duties hereunder, the Trustee is a non-discretionary trustee and shall have no duty to: (i) determine or enforce payment of any contribution due under the Plan; (ii) inquire into the accuracy of or monitor the timing of any contribution to the Trust; (iii) determine the adequacy of the funding policy adopted by the Employer to meet its obligations under the Plan; (iv) look into the propriety of any investment or distribution made under the Plan; (v) locate missing Participants, (vi) determine the reasonableness of any fees to be paid from the Trust, (vii) in the event of the Employer's bankruptcy or insolvency, take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets, and (viii) ensure the qualification of the Plan under the Code. The Trustee shall not be deemed to be the Plan Administrator, the Plan Sponsor or a Named Fiduciary of the Plan as defined in sections 3(16)(A), 3(16)(B) and 402(a)(2), respectively, of ERISA.

b) Any direction, instruction, or notice to the Trustee by a Participant, the Employer, the Plan Administrator, the Investment Manager, the Named Fiduciary, the Insurer, or other person pursuant to any of the provisions of this Plan and trust shall be in writing and delivered by regular mail, and shall be effective only upon actual receipt. Any direction, instruction, or notice from the Trustee to the Employer, a Participant, Plan Administrator, Named Fiduciary, Investment Manager, the Insurer, or other person pursuant to any of the provisions of the Plan and this Trust shall be considered effective when the Trustee mails it to the last address of the intended recipient which is contained in the Trustee's records. The Employer and the Trustee may agree in writing that any such direction, instruction, or notice may be given by alternative methods, including facsimile transmission, telephone, or electronic transmission to any e-mail address, fax, or telephone number and shall, with regard to such alternate means of giving any such direction, instruction, or notice, provide for the use of identifying numbers or procedures that must be followed with regard to the giving of any such direction, instruction, or notice. The Employer shall inform the Plan Administrator, Named Fiduciary, Participants, and any Investment Manager of such agreed upon alternative methods. The Trustee shall not be under any duty or obligation to act on any notice, instruction, or direction received in a form other than those agreed upon between the Employer, Plan Administrator or Named Fiduciary and the Trustee. The Trustee may absolutely rely upon any and all such directions, instructions, or notices reasonably believed by it to be genuine and shall be fully protected in acting in accordance therewith. The Employer agrees to indemnify and hold the Trustee harmless against any loss, cost, claim damage, expense, and liability (including reasonable attorney's fees) and other costs it may incur in acting upon such notice, instructions, or directions. Except for the Trustee's own gross negligence, the Trustee shall incur no liability for any act or failure to act pursuant to this Trust Agreement, unless a higher standard of care is imposed by ERISA.

c) The Trustee is not liable for the acts or omissions of any Named Fiduciary, Investment Manager, the Employer, the Plan Administrator, or the Insurer, nor is the Trustee under any obligation to invest or otherwise manage any asset of the Plan which is subject to the management of a properly appointed Investment Manager. A Named Fiduciary and any properly appointed Investment Manager may execute a letter of agreement as a part of this Plan delineating the duties, responsibilities, fee structure, and liabilities of the Investment Manager with respect to any part of the Trust Fund under the control of the Investment Manager.

d) The Trustee may assume that the Employer, the Named Fiduciary, the Plan Administrator, the Insurer, and the Investment Manager are appropriately discharging their duties under the Plan and this Trust Agreement unless and until it is notified to the contrary in writing by any person known to the Trustee to be a Participant in the Plan, the Employer, or a governmental agency with jurisdiction. In the event the Trustee receives said written notice, then the Trustee shall take any actions it deems appropriate, including, if the Trustee so desires, applying to a court of competent jurisdiction and/or Federal regulatory authorities for guidance with respect to disposition of the Trust Fund.

e) The Trustee shall have no responsibility for the management and control of the Trust Fund beyond implementation of instructions, notice, or directions received by the Trustee in accordance with this Trust Agreement, it being contemplated that all Plan assets will be under the control or direction of the Insurer or a properly appointed Investment Manager, or subject to Participant, Employer, Plan Administrator, or Named Fiduciary direction. The Trustee shall not be responsible for reviewing reports provided by the Insurer or any Investment Manager. The Trustee will be under no duty of inquiry or review with regard to any direction, instruction, or notice that it may receive in accordance with this Trust Agreement except as set forth in Section 4.1.

f) The duties and responsibilities of the Trustee shall be limited to those set forth in this Trust Agreement and nothing contained in this Trust Agreement shall be deemed, either expressly or by implication, to impose any additional duties, powers, or responsibilities on the Trustee.

1.4 – Section 404(c) Compliance

The Trustee shall have no duty or responsibility to review any aspect of the Plan or its administration relating to compliance with ERISA Section 404(c).

Section 2 – Accounts

2.1 Establishing Accounts

Subject to Section 1.1, the Trustee shall open and maintain a Trust account for the Plan. Upon receipt of written instructions from the Employer, the Trustee also shall maintain such Participant Accounts as the Employer may direct. The Trustee may also, upon written instructions from the Employer or its Agent, open and maintain such other accounts as may be appropriate to aid in the administration of the Plan. The Employer shall give written instructions to the Trustee specifying the Participants' Accounts to which contributions and forfeitures are to be credited, and the amounts of such contributions and forfeitures which are to be credited.

2.2 Charges Against Accounts

Upon receipt of written instructions from the Employer, the Trustee shall charge:

a) the appropriate Account of an Employer or Participant for any withdrawals, distributions or the disposition of any Forfeiture made according to the terms of the Plan; and

b) any reasonable fees, taxes and expenses as determined by the Employer, which may be charged against the Trust Fund.

Section 3 – Investment of Trust Assets

3.1 Investment of Trust Assets

The Trustee shall not have any discretion, and is specifically prohibited from having or exercising any discretion, with respect to the investment of Trust assets. Except as provided in Section 3.3 (Participant Directed Investments) hereof, the Employer or its Agent shall be responsible for giving the Trustee written directions as to the investment and disposition of the Trust assets. Assets of the Trust may be invested in securities obtainable through an investment or brokerage firm (or any stockbroker selected by the Employer) either "over the counter" or on a nationally recognized exchange, life insurance, endowment, Annuity Contracts, mutual funds, bonds, debentures, notes, mortgages or other securities or other real or personal property which is administratively acceptable to the Trustee. A decision by the Trustee that an investment is not administratively acceptable shall not constitute a determination by the Trustee of the prudence or advisability of the investment nor shall it constitute investment advice on the part of the Trustee.

3.2 Written Instruction

The term "Employer", as used throughout this Trust Agreement includes any duly authorized designee of the Employer, such as a Plan Administrator, Named Fiduciary or Investment Manager or any individual having apparent authority as such. If written instructions are not received by the Trustee, or if such instructions are received but are deemed by the

Trustee to be unclear, upon notice to the Employer, the Trustee may elect to hold all or part of any such contribution in cash, without liability for rising security prices or distributions made, pending receipt by it from the Employer of written instructions or other clarification.

If any contributions received by the Trustee from the Employer are less than any minimum which a directed investment requires, the Trustee may hold the specified portion of such contributions in cash, without interest, until such time as the proper amount has been contributed so that the directed investment may be made. The Trustee shall receive all directions or instructions in writing.

3.3 Participant Directed Investments

When so instructed by the Employer, the Trustee shall invest all or any portion of the Participant's Account as directed by such Participant. Such directed investment shall be accounted for separately for each Participant. The Employer shall have the duty to select and monitor all investment options made available to Participants under the Plan. The Employer shall ensure that all Participants who are entitled to direct the investment of assets in their Accounts previously received or receive a copy of all material describing such investment options that is required by law. Delivery of investment directions by the Employer in accordance with the instructions of a Participant or by the Participant directly to the Trustee shall entitle the Trustee to assume that the Participant has received all such descriptive material. Each Participant who directs the investment of his or her Accounts shall be solely and absolutely responsible for the investment or reinvestment of any such directed Plan investment held on his or her behalf in the Trust, and, except as otherwise provided herein, the Trustee shall not question any such direction, review any securities or other such assets, or make suggestions with respect to the investment, reinvestment, retention or disposition of any such assets. The Trustee shall not have any liability or responsibility for diversification of such assets or for any loss to or depreciation of such assets because of the purchase, retention or sale of assets in accordance with a Participant's direction. The Participant shall have sole responsibility for the overall diversification, liquidity and prudence of the investments of his or her Account. If a Participant fails to direct the investments of his or her Account, the Trustee shall invest the Participant's Account in accordance with the written directions of the Employer.

3.4 Employer Directed Investments

The Employer or its Agent, by written direction to the Trustee, is authorized to designate all or a portion of the Trust assets of which the Employer will direct investments, and the Trustee may segregate such assets into one or more separate accounts or administer the Trust as one Account. In the event the Employer shall employ or appoint an Investment Manager to direct the Trustee with respect to a portion of the Trust, the Employer will notify the Trustee in writing of the appointment of the Investment Manager, including his or her name and address. Whether or not the Trust is segregated into separate accounts, the Trustee shall invest such portion of the Trust as directed by the Employer or its duly appointed Investment Manager. The Trustee shall have no duty to question any action or direction of the Employer or Investment Manager or any failure of the Employer or Investment Manager to give directions, or to review the securities or other investments which are held pursuant to the Employer's or Investment Manager's direction or to make suggestions to the Employer or Investment Manager as to the investment, reinvestment, retention or disposition of any such assets.

The Trustee shall not have any liability or responsibility for diversification of such assets, or for any loss to or depreciation of such assets because of the purchase, retention or sale of assets in accordance with the Employer's or Investment Manager's direction. The Employer shall have responsibility for the overall diversification of the Trust.

3.5 Trustee's Liability with Respect to Employer or Participant Directed Accounts

The Trustee shall not be liable for, and the Employer will indemnify and hold harmless the Trustee (including its employees, affiliates, representatives and agents) from and against, any liability or expense (including counsel fees) because of: (a) any investment action taken or omitted by the Trustee in accordance with any direction of the Employer, Agent, Investment Manager or a Participant, or (b) any investment inaction in the absence of investment directions or clarification of investment directions from the Employer, Agent, Investment Manager or a Participant.

3.6 Investment Procedures

Notwithstanding any other provision of this Trust Agreement to the contrary, the Trustee may establish such reasonable rules and regulations, applied on a uniform basis to all Employers, Participants, or Agents (whichever is applicable) with respect to the requirements for, and the form and manner of, effecting transactions with respect to Participant directed investments as the Trustee shall determine to be consistent with the purposes of the Plan. Any such rules and regulations shall be binding upon all persons interested in the Trust.

3.7 Knowledge of Trustee

Although it is understood that when the Trustee is subject to the direction of the Employer, Participant, or Agent, the Trustee will perform certain ministerial duties with respect to the portion of the Trust subject to such direction, such duties do not involve the exercise of any discretionary authority to manage or control Trust assets. Such ministerial duties will be performed in the normal course of business by employees of the Trustee, its affiliates or agents. It is agreed that the Trustee is not undertaking any duty or obligation, express or implied, to review, and will not be deemed to have any knowledge or responsibility with respect to any transaction involving the investment of the Trust as a result

of the performance of these ministerial duties. Therefore, in the event that the Employer, Participant, or Agent engages in any transaction which results in a claim against the Trustee, and knowledge of the Trustee is a prerequisite to imposing a duty upon or determining liability of the Trustee under: (i) the Plan, (ii) this Trust Agreement, or (iii) any law regulating the conduct of trustees with respect to the investment of trust assets, then the Trustee's receipt and processing of investment orders and other documents relating to the Trust assets shall be considered the performance of purely ministerial duties and shall not constitute knowledge on the part of the Trustee. For the purpose of this section, Trustee shall include its employees, agents and affiliates.

Section 4 – Duties of the Trustee

4.1 Duties of the Trustee

The Plan Administrator operates and administers the Plan. The Trustee is not responsible for any aspect of the Plan's operation or administration. A Named Fiduciary may appoint an Investment Manager to manage, including the power to acquire and dispose of, any asset of the Plan. The Trustee is not responsible for any aspect of an Investment Manager's advice, control or management. The Trustee is not required to look into any action taken by the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager, and will be fully protected in taking, permitting, or omitting any action on the basis of their instructions or direction unless such direction is, in the Trustee's opinion, contrary to the terms of the Plan, the Code or ERISA. Any instructions, notice, or direction by the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager, given in accordance with the provisions of the Plan shall be given or made as described in this Trust Agreement; any attempted instruction, direction, or notice made in any other format shall be void and of no effect and the Trustee shall not act on such. The Employer will indemnify the Trustee for any claims and costs the Trustee may incur in acting according to the trust provisions or upon instruction, direction, or notice from the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager.

In the event the Trustee becomes aware of material non-public information, the Trustee reserves the right to inquire about the Named Fiduciary's knowledge and consideration of such information with respect to the directions it received. The Trustee reserves the right to contact the Employer directly if written confirmation to its inquiry is not received from the Named Fiduciary within a reasonable period of time.

4.2 Directed Powers of the Trustee

The Trustee shall have the following powers with respect to the Trust Fund as appropriate under this Trust Agreement and subject to direction or instruction by the Plan Administrator, Named Fiduciary, Investment Manager, or Participant, as appropriate under the Plan. In no event shall the Trustee be required to review such directions or instructions, except as set forth in Section 4.1, and the Employer shall indemnify and protect the Trustee from any claims and costs resulting from following such directions. The Trustee shall have the power:

a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to execute the Trustee's duties;

b) To register any investment held in the Trust in the name of the Trustee or in the name of a nominee, and to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust;

c) To employ suitable agents, brokers, broker/dealers, accountants, sub-trustees, ancillary trustees, actuaries, outside investment financial consultants, custodians, counsels (who may also be agents and/or counsel for the Employer), or other persons as needed to carry out its Trustee duties, to pay their reasonable expenses and compensation, and to be fully reimbursed by the Employer pursuant to section 4.7;

d) To consult with legal counsel, including the Employer's counsel, with respect to the meaning or construction of the Trustee's obligations or duties under the Plan and Trust, or with respect to any action or proceeding or any question of law. The Trustee shall be fully protected with respect to any action it takes in good faith pursuant to the advice of counsel;

e) To exercise, assign or otherwise dispose of all rights, privileges, options and elections contained in any life insurance, endowment or annuity contract held by the Trustee;

f) To hold part or all of the Trust Fund uninvested or, pursuant to the directions of the Employer, Participant, or Agent (whichever is applicable) to place the same in a savings account with a bank approved by the Trustee or in a money market mutual fund;

g) Pursuant to the Employer's, Participant's or Agent's directions (whichever is applicable), to write covered listed call options against existing positions and to liquidate or close out such option contracts and the purchase of put options on existing long positions (the same securities cannot be used to simultaneously cover more than one position), to exercise conversion privileges or rights to subscribe for additional securities and to make payments therefore;

h) Pursuant to the Employer's, Participant's or Agent's directions (whichever is applicable), consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by the Trustee;

i) To leave any securities or cash for safekeeping or on deposit, with or without interest, with such banks, investment executives and other custodians as the Employer, Participant or Agent (whichever is applicable) may select, and to hold any securities in bearer form or in the name of banks, investment executives and other custodians or in the name of the Trustee without qualification or description or in the name of any nominee; and

j) To invest contributions for Participants through the facilities of an investment firm or equivalent facilities as directed by the Employer, Participant or Agent (whichever is applicable). The investment firm is designated by the Employer, Participant or Agent (whichever is applicable) with authority to provide the Trustee with instructions, via confirmations or otherwise, implementing their directions, either directly or through their Employer, to the investment firm to purchase or sell securities in such account. The Employer, agent, or Participant (whichever is applicable) shall approve beforehand all such orders and direct the investment firm either directly or through their Employer, to implement their instructions. The Trustee shall honor trades within such account(s) without obligation to verify prior authorizations of such trades. The investment firm shall receive advices of available cash in such account (s) and shall forward confirmation of purchases and sales to the Trustee and Employer, Participant, or agent (whichever is applicable). Selling short and executing purchases in an amount greater than available cash are prohibited transactions.

k) To assume, until advised to the contrary, that the trust is qualified under Code Section 401(a);

l) To require from the Employer, the Plan Administrator, or their authorized representatives written representations and warranties that the Plan maintains and follows established written procedures for identifying prohibited transactions and seeking applicable exemptive relief.

m) To require written representations and warranties from the Named Fiduciary, Investment Manager or their authorized representatives that no direction provided by the Named Fiduciary, Investment Manager, or their authorized representatives will result in a non-exempt prohibited transaction under the Code or ERISA.

Each and all of the foregoing powers may be exercised without a court order or approval. No one dealing with the Trustee need inquire concerning the validity or propriety of anything that is done by the Trustee or need to see the application of any money paid or property transferred to or upon the order of the Trustee.

4.3 General Powers

The Trustee shall have all of the powers necessary to do all acts and exercise all such rights and privileges, whether or not expressly authorized herein, which it may deem necessary or proper for the protection of the Trust and to accomplish any action provided for in this Trust Agreement. Any surviving spouse or Beneficiary shall be bound by the terms of this Trust Agreement regarding investments and administration of their interest.

4.4 Valuation of Trust

The Trust shall be valued by the Trustee at current fair market value as of the last day of the Plan year and, at the discretion of the Trustee, may be valued more frequently. The Trustee may adopt such methods of valuation as it deems advisable taking into consideration, among other things, investment earnings and losses, expenses charged, payments made and changes in value of the assets held in the Trust. The valuation of the Trust at fair market value includes, but is not limited to, benefit statements, fair market value statements, or any statements showing the fair market value of the investments that are issued by investment and brokerage firms (or any stockbroker selected by the Employer) and sent directly to a Participant or to the Employer. Any report that the Trustee files with the Employer is open to inspection by a Participant for a period of sixty (60) days following the date it is filed. At the end of the sixty day period, the Trustee is released and discharged as to any matters set forth in the report, except with respect to any act or omissions by the Trustee for which a Participant, the Plan Administrator, the Named Fiduciary or the Employer has filed a written objection within the sixty day period.

4.5 Trust Records

The Trustee shall keep records required to be maintained hereunder with respect to the Trust.

The Trustee agrees to treat as confidential all records and other information related to the Trust. The Trustee shall not disclose such records and other information to parties other than the Employer, except to the extent required by law, or as permitted by the Employer.

4.6 Distribution

At the direction of the Employer or its Agent, the Trustee shall mail or arrange for mailing distributions from the Trust to the Employer for the benefit of the Participants and, to the extent agreed to by the Trustee, shall make distributions directly to the Participants. The Trustee shall not be liable or responsible for any errors made by the Employer with respect to distributions. The Trustee shall be entitled to rely conclusively upon the Employer's or Agent's directions. Notwithstanding any other provision of the Trust Agreement, the Trustee may condition its delivery, transfer or distribution of any Trust assets upon the Trustee's receiving satisfactory assurances that the approval of appropriate governmental agencies or other authorities has been secured and that all notice and other procedures required by

applicable law have been satisfied.

4.7 Trustee's Fees

The Trustee's fees for performing its duties hereunder shall be such reasonable amounts as shall be established by it from time to time. The Trustee shall furnish to the Employer its current schedule of fees and give written notice to the Employer whenever its fees are changed or revised. Such fees, any taxes of any kind whatsoever which may be levied or assessed upon the Trust, and any expenses incurred by the Trustee in the performance of its duties, including, but not limited to, fees for legal services rendered to the Trustee, or fees charged to the Trustee by an independent appraiser hired by the Trustee to value assets of the Trust at fair market value pursuant to section 4.4 shall be paid by the Employer, unless the Employer directs the Trustee to deduct such fees, taxes and expenses from the Trust Fund pursuant to Section 2.2(b) above.

In the event the Employer shall at any time fail to pay the Trustee's fees, taxes, and expenses within a reasonable time after demand for such payment has been made by the Trustee, the Trustee will charge the Employer's Trust Fund such fees, taxes and expenses and may liquidate such assets of the Trust Fund for such purposes as it shall, in its sole discretion, determine. The custodian will collect such fees, taxes and expenses as directed by the Trustee. Notwithstanding Section 2.2(b) above, all payments under this Section and the liquidation of assets to obtain funds may be made without the approval or direction of the Employer or Agent. If the Trust Fund is not sufficient to satisfy these fees, taxes and expenses, then the Trustee will charge the Employer for such unpaid fees, taxes and expenses.

4.8 Duties not Assigned

The duties of the Trustee with respect to the Trust are limited to those assumed by the Trustee under the terms of this Trust Agreement. The Trustee shall not be responsible for voting proxies, receiving or mailing proxy materials (which shall be mailed directly to the beneficial owners of the proxies by the issuers of the proxies or their agents), filing reports, returns or disclosures with any government agency except as may otherwise be required by its duties as Trustee under applicable law or expressly agreed to in writing by the Trustee. Proxies or proxy materials that are received by the Trustee will be destroyed. All litigation materials will be forwarded to the Employer, Participants, or Agent as appropriate.

4.9 Standards for the Trustee's Powers

Notwithstanding any other provision of this Trust Agreement, the Trustee shall discharge its duties hereunder solely in the interest of the Participants and for the exclusive purpose of providing benefits to the Participants and defraying reasonable expenses of administering the Trust, with the skill, care, 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 a like character and with like aims. The Trustee shall perform its duties in accordance with this Trust Agreement. The Trustee shall not be responsible in any way for any action or omission of the Employer with respect to the performance of its duties and obligations set forth in this Trust Agreement and in the Plan.

The Trustee may rely upon such information, direction, action or inaction of the Employer, Participants or Agent as being proper under the Plan or the Trust Agreement and is not required to inquire into the propriety of any such information, direction, action, or inaction. The Trustee shall not be responsible for any action or omission of any of its agents or with respect to reliance upon advice of its counsel (whether or not such counsel is also counsel to the Employer), provided the Trustee relied in good faith upon the action of such agent or the advice of such counsel.

Section 5 – Duties of the Employer

5.1 Duties of the Employer

It is understood that the Employer or its Agent shall be responsible for the performance of the following functions with respect to the Trust:

a) Transmitting contributions made by the Employer or on behalf of each Participant in accordance with the instructions of each Participant to the Trustee at such times and in such manner as is mutually agreed between the Employer and the Trustee and as required by applicable federal and state laws and regulations.

b) Providing to the Trustee, on a timely basis, a copy of the Plan document including all amendments and restatements. All such documents shall have been duly and timely adopted at the time of their delivery to the Trustee.

c) Determining that the contributions made by or on behalf of each Participant are in accordance with any applicable federal and state laws and regulations including but not limited to those governing these calculations, limitations, the manner and timing or withholdings and the timing of remittance to the Trustee.

d) Assuring that the Plan maintains qualified status under all applicable Sections of the Code.

e) The Employer is responsible for determining if the Plan will comply with ERISA section 404(c). If the aforementioned section applies, the Employer is responsible for assuring that the Plan complies with ERISA section 404(c) and any regulations issued thereunder.

f) The Employer is responsible for maintaining the adequacy of the Trust Fund.

g) Notifying the Trustee if the Plan will be terminated and the effective Plan termination date.

5.2 Bonding

The Employer agrees to obtain and maintain, in an amount sufficient to meet applicable federal regulations, a fiduciary bond and to include as those covered by such bond the employees of the Employer, the Plan Administrator, and the Named Fiduciary and the Trustee, including any of the Trustee's employees, officers and agents, as required by law to be so covered. The cost of any such bond shall be paid by the Employer.

5.3 Information and Data to be Furnished to the Trustee

The Employer or its Agent shall furnish the Trustee with such information and data relevant to the Plan as is necessary for the Trustee to properly perform its duties assumed hereunder, including, but not limited to, a copy of the Plan's qualification letter or opinion letter from the Internal Revenue Service and Plan promissory notes.

5.4 Employer's Representations and Warranties.

The Employer represents and warrants that:

a) The Named Fiduciary shall timely provide the Trustee with a copy of any SEC 8-K filing and shall notify the Trustee of any bankruptcy filings, formal civil or criminal charges filed against the Employer or directors by federal or state regulators.

b) There are no existing 8-K filings, bankruptcy filings, or legal actions known to the Employer, Named Fiduciary or Investment Manager other than those disclosed to the Trustee and that no direction provided by the Employer, Plan Administrator, Named Fiduciary or Investment Manager will result in a non-exempt prohibited transaction under the Code or ERISA.

c) The Plan Administrator and Named Fiduciary will maintain and follow established written procedures for identifying prohibited transactions and seeking applicable exemptive relief.

d) There are no plan documents or instruments that establish limits on the investments in which the plan may invest that have not been provided to the Trustee and that it or the Named Fiduciary will provide copies to the Trustee within 15 days of any changes to the Plan's documents that establish limits on plan investments.

e) It will not object if the Trustee discloses material non-public information to the Employer or Named Fiduciary.

5.5 Limitation of Duties

Neither the Trustee nor any of its officers, directors, partners affiliates or agents shall have any duties or obligations with respect to this Trust Agreement, except those expressly set forth herein and in the Plan.

Section 6 – Termination of Trust

6.1 Resignation or Removal of Trustee

The Trustee may resign at any time upon thirty (30) days prior written notice to the Employer or may be removed by the Employer at any time upon thirty days prior written notice to the Trustee. Upon resignation, or removal by the Employer or if the Trustee is unable to fulfill its duties under this Trust Agreement for any reason, the Employer shall appoint a successor trustee. Upon receipt by the Trustee of written acceptance of such appointment by the successor trustee, the Trustee shall transfer to the successor the assets of the Trust and all records (or copies) pertaining thereto. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all fees, compensation, costs and expenses, or for payment of any liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after payment of all such items to be paid over to the successor trustee. Upon the assignment and transfer of the assets of the Trust, and obtaining a receipt thereof from the successor trustee, the Trustee shall be released and discharged from any and all claims, demands, duties and obligations arising out of the Trust and its management thereof, excepting claims based only upon the Trustee's willful misconduct or gross negligence. If on the date upon which the Trustee's resignation or removal is effective, the Employer has not appointed a successor trustee which has accepted such appointment, the Trustee shall appoint the Employer as successor trustee and shall deem automatic acceptance of such appointment.

6.2 Termination of the Trust

The Trust shall continue with respect to the Employer so long as the Plan is in full force and effect. If the Plan ceases to be in full force and effect, this Trust shall terminate and Trust assets shall be distributed according to the terms of the Plan.

Section 7 -- Miscellaneous

7.1 Exclusive Purpose

This Trust has been established for the exclusive benefit of the Plan's Participants.

Except as provided herein, it shall be impossible at any time prior to the satisfaction of all liabilities to the Participants for any part of the principal or income of the Trust, other than such part as is required to pay taxes, administrative expenses or refund contributions as provided herein, to be paid or diverted to the Employer or to be used for any purpose whatsoever other than for the exclusive benefit of the Participants.

7.2 Indemnification

The Employer shall indemnify and hold harmless the Trustee (including its affiliates, employees, representatives and agents) from and against any liability, cost or other expense, including, but not limited to, the payment of attorney's fees which the Trustee may incur in connection with the Trust or the Plan unless such liability, cost or expense arises from the Trustee's own willful misconduct or gross negligence. The Trustee shall not be obligated or expected to commence or defend any legal action or proceeding in connection with the Trust unless agreed upon in writing by the Trustee and the Employer and unless the Trustee is fully indemnified for doing so to its satisfaction.

7.3 Construction

In any action or proceeding involving the Trust or the administration of the Trust, only the Trustee and the Employer shall be necessary parties. Unless otherwise ordered by the court entertaining jurisdiction thereover, no other person having or claiming to have an interest in the Trust or this Trust Agreement shall be entitled to any notice or service of process. Any final judgment entered in such action or proceeding shall be conclusive upon all persons claiming under this Trust Agreement.

7.4 Headings

Headings in this Trust Agreement are inserted solely for convenience of reference and shall neither constitute a part of this Trust Agreement, nor affect its meaning, construction or intent.

7.5 Severability

If any provision of this Trust Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Trust Agreement shall be construed and enforced as if such provision had not been included.

7.6 Return of Contributions

Contributions are conditioned on initial qualification of the Plan under section 401(a) of the Code, and if the Plan and Trust do not qualify, the Trustee may return such contributions to the Employer upon the Employer's written direction due to a "mistake of fact" as described in section 403(c) of ERISA. Contributions made by the Employer by "mistake of fact" may revert and be paid to the Employer within one year after the payment of such mistake contributions. In making such a return of assets to the Employer, the Trustee may accept the Employer's written direction as its evidence that such payment complies with the Plan and section 403(c) of ERISA, and the Trustee need make no further investigation.

7.7 Voting

The Employer or its Agent shall direct the Trustee in writing how to vote any Trust assets for which the Trust has voting rights. Neither the Employer nor its Agent, however, may appoint the Trustee as its designee for purpose of this Section unless the Trustee agrees to such a designation in writing.

7.8 Nonalienation of Benefits

No rights or claims to any of the monies or other assets of the Trust shall be assignable, nor shall such rights or claims be subject to garnishment, attachment, execution or levy of any kind; and any attempt to transfer, assign or pledge the same, except as specifically permitted by law, shall not be recognized by the Trustee.

7.9 Amendments

The Employer and the Trustee may amend this Trust Agreement at any time by a written agreement between them; provided, however, that no such amendment shall make it possible for any part of the corpus or income of the Trust to be used or diverted to purposes other than the exclusive benefit of Participants and defraying reasonable expenses of administering the Plan and Trust.

7.10 Inspection of Plan Records by Employer

The Trustee agrees to permit the Employer or its Agent to inspect the records of the Trust maintained by the Trustee during regular business hours by giving reasonable written notice to the Trustee. The Trustee further agrees that it will provide the Employer or its Agent with information and records that the Employer may reasonably require.

7.11 Law Governing

This Agreement shall be administered, construed and enforced according to the laws of the state of the principal place of business of the Trustee to the extent not superseded by applicable federal law. All contributions to the Trustee shall be deemed to take place in the state in which the principal place of business of the Trustee is located.

7.12 Arbitration

The Employer agrees that all controversies between the Employer and Trustee and/or any of its officers, directors, or employees present or former concerning or arising from (i) any retirement account maintained with the Trustee by the Employer (ii) any transaction involving any Participant's account, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this Agreement between us, whether such controversy arose prior, on, or subsequent to the date hereof, shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association. Any disputes as to the arbitrability of a matter or the manner of

a matter or the manner of such arbitration shall be determined in such arbitration. If Principal Trust Company has been named Trustee, such arbitration shall be held in Wilmington, Delaware, otherwise the arbitration shall be held in the state of the principal place of business of the Trustee.

Arbitration Disclosures

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in Court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(d) The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to the appeal or to seek modification of the rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will consist of arbitrators for American Arbitration Association.

(f) The arbitration will be under the commercial arbitration rules of The American Arbitration Association.

(g) If Principal Trust Company has been named Trustee, such arbitration shall be held in Wilmington, Delaware, otherwise the arbitration shall be held in the state of the principal place of business of the Trustee.

(h) Any disputes as to such arbitration or the manner thereof shall be determined in such arbitration.

7.13 Merger, Consolidation or Transfer

In the event of the merger, consolidation or transfer of any portion of the Trust to a trust fund held under any other plan, the Trustee shall dispose of all or part, as the case may be, of the Trust in accordance with the written directions of the Employer, subject to the right of the Trustee to reserve funds as provided in Section 6.1 hereof.

7.14 Trustee as Successor Trustee

If the Trustee is acting as a successor trustee with respect to the Trust, the Employer shall indemnify the Trustee against all liabilities with respect to the Trust arising prior to the appointment of the Trustee and its acceptance thereof.

7.15 Successor and Assigns

This Agreement shall be binding upon the successor and assigns of the parties hereto.

7.16 Notices

Any notice from the Trustee to the Employer or its Agent or from the Employer or its Agent to the Trustee provided for in the Plan or in this Trust Agreement shall be effective if sent by first class mail to their respective last address of record or other medium agreed upon by the Employer and the Trustee.

Section 8 – Execution

This Trust Agreement shall be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement to be effective as of the _____ day of _____, _____.

Acceptance of the Trustee

The undersigned hereby accepts appointment as Trustee hereunder and agrees to be bound by the terms of this Trust Agreement.

Bank or Trust Company (if corporate trust)			Employer		
DELAWARE CHARTER GUARANTEE & TRUST COMPANY, conducting business as PRINCIPAL TRUST COMPANY					
Bank or Trust Company Address			Employer Address		
1013 Centre Road					
City	State	ZIP	City	State	ZIP
Wilmington	DE	19805			
Bank or Trust Company Signature			Employer Signature		
X			**X**		
Title			Title		
Print Name			Print Name		

Service Agreement for Money Purchase Pension and Profit Sharing Plans

This Agreement between the Employer sponsoring the Money Purchase Pension or Profit Sharing Plan and Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company ("Principal Trust") is effective on the later of the date it is signed by an authorized representative of Principal Trust or Principal Trust receives a fully executed Adoption Agreement.

Employer Representations

The Employer is the Plan Administrator and is responsible for operating the Plan in accordance with the terms of the Plan document. The Employer, as Plan Administrator, represents the following:

1. The Employer acknowledges, accepts, and assumes responsibility for providing Principal Trust with complete, accurate, and timely information necessary to provide services to the Plan as outlined in this Agreement.
2. The Employer is responsible for reviewing, approving, submitting, and certifying as to the accuracy of all annual returns/reports (as applicable) required by the Department of Labor (DOL) and/or the Internal Revenue Service (IRS).
3. The Employer is responsible for monitoring, researching, calculating, and approving the maximum tax-deductible amounts of employer contributions to the Plan.
4. The Employer is responsible for making final determination relating to employee eligibility and benefit entitlement, including the amount of benefit to which an employee is entitled.
5. The Employer is responsible for the separate accounting of any after-tax contributions (investment in contract) and the earnings thereon. The Employer will provide Principal Trust with the amount of the investment in contract and applicable earnings for distributions that include after-tax contributions.
6. The Employer is responsible for maintaining, updating, distributing and preserving records and required notices with respect to Plan management and operation.
7. The Employer is responsible for providing Principal Trust with timely and accurate Plan and/or participant information necessary to prepare required government reporting as outlined in the Compliance Services section of this Agreement.
8. The Employer is responsible for reviewing, approving, and certifying as to the accuracy of all calculations performed by Principal Trust at the Employer's request, including, but not limited to loan repayment amounts.
9. The Employer is responsible for providing Principal Trust with any amendments to the Adoption Agreement.
10. The Employer shall be required to respond in a timely manner to any request from Principal Trust to amend the Adoption Agreement due to required tax law changes.
11. The Employer acknowledges and accepts responsibility for loan administration as outlined in the Basic Defined Contribution Plan.
12. The Employer, as Plan Administrator, agrees to maintain the tax qualified status of the Plan, both in form and in operation, pursuant to the Internal Revenue Code, Employee Retirement Income Security Act and all other applicable laws and regulations. The Employer understands and accepts that Principal Trust is not authorized to, and does not provide legal or tax advice. The Employer further understands that it must obtain such advice from its own legal and tax counsel on matters including, but not limited to, Plan design operational issues, eligibility, coverage, contributions, distributions and their applicable notices such as those required for a Qualified Joint and Survivor Annuity, Qualified Preretirement Survivor Annuity, and direct rollover, preparation of a Summary Plan Description and Summary of Material Modifications, issuing of employee benefit statements, potential controlled groups, or affiliated service group issues, and protected benefits.

Principal Trust Company agrees to provide the following Services:

Plan Document

Principal Trust offers and maintains a standardized prototype plan document and Adoption Agreement.

Recordkeeping

1. Principal Trust will provide ongoing recordkeeping of contributions, distributions, and loans (including deposits, withdrawals, repayments and defaults) based on information provided by the Plan Administrator and/or brokerage firm. Principal Trust does not provide separate accounting or recordkeeping of after-tax contributions, including the investment in contract and earnings.
2. Principal Trust will notify participant's age 70 ½ or older of required minimum distributions, calculate required distribution amounts upon request, and process distribution requests.
3. Principal Trust will prepare and provide to the Plan Administrator a signature ready participant loan package which includes a Loan Application and Agreement and a Loan Withdrawal Request form.

Compliance Services

Principal Trust will provide the following services contingent upon receipt of complete and accurate required information and any payment of fees as outlined in our Schedule of Trustee Fees

1. Prepare requested or required amendments, for a fee, with respect to Principal Trust prototype plans.
2. Prepare annual Form 5500 and a Summary Annual Report, if required, and upon request.
3. Prepare annual IRS Form 1099-Rs to report distributions to participants.

Directed Trustee Services

The Employer agrees to appoint Principal Trust as a non-discretionary, directed trustee ("Trustee") to act pursuant to the terms of the trust agreement in Principal Trust's prototype plan ("Trust Agreement"). Subject to the termination provisions herein, termination of this Agreement by either the Employer or Principal Trust will also operate as notice of removal or resignation of Principal Trust as Trustee pursuant to the terms of the Trust Agreement.

Exclusions and Limitations

Principal Trust does not provide the following services:

1. Investment advice or assistance with selection of Plan investment options.
2. Reviewing, signing, or filing of any government reports with the IRS, Department of Labor, or Securities and Exchange Commission, except for Form 2439 and Form 1099-R.
3. Monitoring of compensation or contribution limits.
4. Determining or enforcing payment of any contribution due under the Plan or inquiring into the accuracy of or monitoring the timing of any contribution to the Trust.
5. Reviewing the integrity and appropriateness of investment options available to participants under the Plan.
6. Ensuring the accuracy, appropriateness, or completeness of data supplied by the Plan Administrator, or its agents, to Principal Trust.
7. Services not expressly agreed to in writing.
8. Voting proxies unless directed by the Plan Administrator and provided Principal Trust, as Trustee, agrees.

Float

The Trustee may earn compensation in the form of short-term interest ("float") on things like uncashed distribution checks (from the date issued until the date cashed). The Trustee may also earn "float" on contributions, loan payments, and other amounts awaiting investment. The "float" earns money market rates. "Float" is not directly credited to plans for which we provide services. Contributions and transfers are normally sent for investment on the day after they are received or as soon as possible afterwards, however, there are certain situations where the investment of these funds will take a longer period of time. Checks are normally mailed the day they are issued. The timing of when checks are cashed is beyond the control of the Trustee.

Fees

The Schedule of Fees provided by Principal Trust reflects the annual charges for the services outlined in this Agreement. Principal Trust reserves the right to charge additional amounts for services requested by the Employer that are not covered by the Schedule of Fees.

Principal Trust reserves the right to change fees and will provide 30 day notice to the Employer upon doing so. Principal Trust's fees are in effect according to the dates specified in the Schedule of Fees.

Principal Trust will not be responsible for errors, added costs, or sanctions incurred due to inaccurate, inappropriate, incomplete, or untimely information provided by the Employer. If Principal Trust receives incorrect, inappropriate, incomplete, or untimely information or documents from the Employer that requires the reprocessing of distributions, filings, or other reports, Principal Trust reserves the right to charge the Employer its prevailing hourly rate in advance of the additional services rendered.

If the Employer terminates Principal Trust's services prior to the end of the calendar year, the Employer agrees to pay the Plan fees through the end of the then current calendar year plus the applicable termination fee referenced in the Schedule of Fees, including those fees that are not or cannot be deducted directly from the account.

Brokerage Firm Fee Deduction

The brokerage firm you have selected may have an agreement in place with Principal Trust which assigns responsibility for the collection of fees to the brokerage firm. The Employer will review with their brokerage firm representative the latest fee schedule, the amount of fees charged and how such fees will be collected.

The Employer will review with their brokerage firm representative the amount, method and timing of any fee deductions. Principal Trust will provide applicable brokerage firms with the trustee fees due per participant. Fees are determined by Principal Trust on a per-capita basis except for those fees specific to a participant request or event, such as distributions, terminations, loans, or other individual services as outlined in the Fee Disclosure. Your signature on this agreement is your authorization to have plan fees deducted as outlined above.

Principal Trust will issue an invoice to the Employer for brokerage firms which do not have a fee agreement in place.

Non-payment of Fees

- In the event the Employer fails to pay certain Plan administrative or transaction based fees specified in the Schedule of Fees, and those fees are more than thirty (30) days in arrears ("Outstanding Fees"), the Employer hereby expressly authorizes the Trustee, in accordance with the Trust Agreement, to deduct such Outstanding Fees from participant accounts.
- Outstanding fees shall be debited from participant accounts on a per-capita basis except for those fees specific to a participant request or event, such as distributions, terminations, loans or other individual services as outlined in the Fee Disclosure.
- If Principal Trust is unable to collect Outstanding Fees from participant accounts, the Employer agrees to, and shall, indemnify and hold Principal Trust harmless from and against all liability, costs, claims, damages, losses, expenses (including, without limitation, attorney fees) which Principal Trust may suffer, incur, or pay out as a result of Principal Trust terminating its services to the Plan in accordance with the termination provisions herein.

Disputes-Arbitration

*General. In the event that there is any dispute between the Parties regarding:

- this Agreement;
- any Services;
- any rights, duties, or obligations explicitly or implicitly granted or arising under this Agreement;
- any transaction made under this Agreement; or
- any construction or application of this Agreement,

the Parties will try in good faith to first resolve all such disputes as described below.

The Parties agree that all discussions and communications during the dispute resolution process will be, and will remain, confidential to the fullest extent allowed by applicable law. The Parties agree to treat all such discussions and communications as compromise and settlement negotiations for the purposes of any rules of evidence.

*Negotiation. If the Parties cannot resolve a dispute in the ordinary course of business, the Party claiming a grievance against the other shall give the other Notice of that grievance in writing, stating the nature of the grievance and the relevant facts, including documentation, and referring to this Article. The other Party will then have 15 days to make a complete, written response in a Notice to the other. The Parties will meet to discuss the dispute. If practicable and mutually desirable, the Parties will meet in person. If the dispute remains unresolved for any reason after 60 calendar days following the mailing of the response, the Parties will then proceed to mediation.

*Mediation. The Parties will, as soon as commercially reasonable after the 60 day period referred to under Negotiation, above, initiate the mediation process and endeavor in good faith to settle their dispute by mediation. Unless the Parties agree to the contrary, the mediation will conform to the then current Mediation Rules for Commercial Financial Disputes of the American Arbitration Association or such similar organization as the Parties may agree. If the Parties cannot agree on a neutral mediator, one will be appointed by the American Arbitration Association in accordance with its mediation rules. Mediation will occur within 60 days of the initiation of the mediation process. The Parties will share equally in the fees and expenses of the mediator and the cost of the facilities used for the mediation, but will otherwise bear their respective costs incurred in connection with the mediation. The mediation shall be non-binding. If the dispute remains unresolved for any reason after the completion of the mediation process, the Parties will then proceed to arbitration.

*Arbitration. If a dispute is to be resolved by arbitration, the arbitration proceeding will take place in Wilmington, Delaware. The arbitration will be governed by the Federal Arbitration Act.

There will be three arbitrators, each of which will be selected, and the arbitration conducted, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the provisions of this Agreement will control over the AAA rules where the Agreement and the Rules differ or the Rules are silent.

The arbitrators must be attorneys (current members of the bar of the State or retired from active practice within the past 5 years) who are familiar with, and have practiced in, the areas of law relevant to the arbitration.

The Parties will share equally in the fees and expenses of the arbitrators and the cost of the facilities used for the arbitration hearing. Each Party will bear all other costs and expenses that it incurs in connection with the arbitration.

Depositions will not be allowed, but information may be exchanged by other means.

The Parties agree to use their best efforts to ensure that the arbitrators are selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrators are selected.

The arbitrators must decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact.

Following the arbitration hearing, the arbitrators will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal basis for the award. The arbitrators may not award punitive damages and may not require one Party to pay another Party's costs, fees, attorneys' fees, or expenses. The award of the arbitrators will be binding on each Party. Judgment upon the award may be entered in any federal district court.

*Preliminary Injunctive Relief. The dispute resolution procedures set forth above will be the sole and exclusive procedures for the resolution by the Parties of any disputes which arise out of or are related to this Agreement, except that a Party may seek preliminary or temporary injunctive relief from a court if, in the Party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a Party seeks judicial injunctive relief as described in this paragraph, the Parties will continue to participate in good faith in the dispute resolution procedures described above. The Parties agree that no court which a Party petitions to grant the type of preliminary injunctive relief described in this paragraph may award damages or resolve the dispute. Venue for any judicial proceeding for preliminary or temporary injunctive relief will be in capital city of the State, unless the Parties agree to the contrary. Any objections or defenses based on lack of personal jurisdiction or venue are hereby expressly waived for the purposes of the injunctive relief described in this paragraph.

Termination of Services

Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days in advance of the effective date of such termination. Unless agreed otherwise in writing, Principal Trust will not provide compliance services, including but not limited to the preparation of Form 5500, following the effective date of the termination, if the Employer terminates this Agreement before the end of the Plan year or Principal Trust terminates its services as a result of non-payment of Outstanding Fees. Principal Trust will, however, prepare IRS Form 1099-R for distributions that occurred prior to the effective date of the termination.

Acknowledgement

The Employer acknowledges that: (i) it has relied upon its own legal and tax advisors regarding the Plan and this Agreement, (ii) as Plan Administrator, the Employer is fully and ultimately responsible for the operation, administration, and operational and form integrity of the Plan, and (iii) Principal Trust assumes no responsibility for recordkeeping, compliance, or administrative work performed by another service provider prior to the effective date of this Agreement.

Indemnification

The Employer shall hereby indemnify and hold Principal Trust and its current and former officers, agents, and employees harmless against and from any and all loss or damage incurred by Principal Trust to the extent such loss or damage is caused by mistakes, omissions, delinquencies, or inaccuracies of the Employer, its representatives, agents, or employees.

For the purpose of this indemnification, "loss or damage" includes any liability for principal, interest, costs, charges, sanctions, or attorney's fees (without limitation) and expenses incurred by Principal Trust.

Authorized Signatures

I have read, understand, and accept this Service Agreement for Money Purchase Pension and Profit Sharing Plans in its entirety.

For the Employer

Employer Signature **X**	Date
Print Name	

Company	Title		
Address	City	State	ZIP

For Principal Trust Company

The signature below acknowledges that Principal Trust agrees to provide services for the Employer's Plan according to the terms specified in this Agreement.

Principal Trust Company Signature **X**	Date
Print Name	Title

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:

Prototype for Profit Sharing Plans Adoption Agreement

A. This Adoption Agreement – Standard Form 001 together with the Principal Trust Company Prototype Basic Defined Contribution Plan 02 constitutes: *(Select (1), (2) or (3).)*

1) ☐ A new plan.

2) ☐ A restatement of an existing plan (and trust). Such existing plan was qualifiable under 401(a) of the Internal Revenue Code. Except as provided elsewhere in the Plan, the provisions of this restatement are effective on _____, _____. *(Must be January 1, 2008 or later.)*
Month/Day *Year*

This is the Restatement Date. *(Select if not currently on this Plan No. 001, Basic Plan No. 02 with the approval date shown on the cover page.)*

3) ☐ An amendment to the Plan. It replaces all prior amendments to the Plan and the first Adoption Agreement. Except as provided elsewhere in the Plan, the provisions of this amendment are effective on _____, _____. *(Must be January 1, 2008 or later.)*
Month/Day *Year*

B. The terms we, us, and our, as they are used in this Plan, refer to the Employer. We, _____
_____
_____
are the Employer. (*Fill in exact legal name.)*

We are the Named Fiduciary and the Plan Administrator.

C. The Plan Name is _____
_____.
(For example: ABC, Inc. Profit Sharing Plan)

D. The Plan's original Effective Date is _____, _____.
Month/Day *Year*

E. The Employer Tax Identification Number is _____.

F. The three-digit Plan Number is _____.

G. The Yearly Date is the first day of the Plan Year.
The Yearly Date is _____, _____.
Month/Day *Year*

If this is an amendment and the Yearly Date is changing, the prior Yearly Date was
_____, _____.
Month/Day *Year*

H. The Fiscal Year is our taxable year and ends on _____.
Month/Day

I. Predecessor Employer and Prior Employer.

Service with the following Predecessor Employer(s) or Prior Employer(s) shall be counted for purposes of determining Entry Service and Vesting Service: *(Fill in exact legal name(s).)*

_____

_____

_____

J. An Eligible Employee is any Employee of ours, except the following Employees: *(Select any that apply.)*

1) ☐ Bargaining Employee. An Employee included in a unit of Employees covered by any collective bargaining agreement between us and employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in section 1.410(b)-9 of the regulations. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of ours.

2) ☐ Nonresident Alien with No U.S. Income. An Employee who is a nonresident alien, within the meaning of Code Section 7701(b)(1)(B), who receives no earned income, within the meaning of Code Section 911(d)(2), from us that constitutes income from sources within the United States, within the meaning of Code Section 861(a)(3), or who receives such earned income but it is all exempt from income tax in the United States under the terms of an income tax convention.

K. Entry Requirements.

1) Service required to become an Active Participant: *(Select (a) or (b).)*

   a) ☐ Service is not required.

   b) ☐ Service requirement is

      i) ☐ 1 year.

      ii) ☐ 2 years. *(Vesting must be 100%.)*

2) Entry Service, subject to the provisions of Plan Section 1.02, shall be determined in accordance with the hours method. A year of Entry Service is an Entry Service Period in which an Employee has at least 1,000 Hours of Service.

3) Age required to become an Active Participant: *(Select (a) or (b).)*

   a) ☐ A minimum age is not required.

   b) ☐ An Employee must be _____ or older. *(Not over age 21.)*

L. Employer Contributions.

1) Allocation. Our Contributions may be made for each Plan Year in an amount determined by us. Our Contributions and Forfeitures, if applicable, shall be allocated as of the last day of the Allocation Year to each person who was an Active Participant at any time during the Allocation Year, unless otherwise specified in (a) below.

   a) ☐ Such amounts shall be allocated to each person who was an Active Participant at any time during the Allocation Year and either is an Active Participant on the last day of the Allocation Year or has more than 500 Hours of Service during the latest Accrual Service Period ending on or before the last day of the Allocation Year. Such amounts shall also be made for each person who was an Active Participant at any time during the Allocation Year and has retired, become Totally Disabled, or died.

   The amount allocated shall be equal to the amount determined based on the formula specified in (2) below.

2) Formula.

a) ☐ Non-Integrated Pay Formula described in Plan Section 3.04(a).

b) ☐ Integrated Formula described in Plan Section 3.04(b) and below.

The Integration Level is the Taxable Wage Base as in effect on the latest Yearly Date, unless otherwise specified in (i) or (ii) below.

i) ☐ $ _____. *(Must be less than such Taxable Wage Base.)*

ii) ☐ _____% of such Taxable Wage Base. *(Must be more than 19% and less than 100%.)*

The Maximum Integration Rate shall be determined according to the following schedule:

INTEGRATION LEVEL	MAXIMUM INTEGRATION RATE
100% of TWB	5.7%
Less than 100% but more than 80% of TWB	5.4%
More than 20% of TWB but not more than 80% of TWB	4.3%
Not more than 20% of TWB	5.7%

"TWB" means the Taxable Wage Base as in effect on the latest Yearly Date.

On any date the portion of the rate of tax under Code Section 3111(a) (in effect on the latest Yearly Date) that is attributable to old age insurance exceeds 5.7%, such rate shall be substituted for 5.7%. 5.4% and 4.3% shall be increased proportionately.

3) If we make a Contribution, we will make Contributions based on Pay actually earned during the Allocation Year on behalf of Totally Disabled Participants.

4) Forfeitures shall be allocated with our Contribution and shall be deemed to be Employer Contributions.

M. Rollover Contributions are permitted, unless otherwise specified in (1) below.

1) ☐ Rollover Contributions are not permitted.

N. Contribution Modifications.

1) The Limitation Year is the consecutive 12-month period ending on the last day of the Plan Year.

2) Compensation. *(Compensation for the Limitation Year is used to determine the limit on Annual Additions. Compensation for the Plan Year is used to determine the amount of top-heavy minimum contributions.)* Compensation for purposes of Plan Section 3.05 is as defined therein, under Information Required to be Reported Under Code Sections 6041, 6051, and 6052 ("Wages, Tips and Other Compensation" box on Form W-2), unless otherwise specified in (a) below.

a) ☐ 415 Safe-Harbor Compensation as defined in Plan Section 3.05.

For any Self-employed Individual Compensation means Earned Income.

3) Multiple Defined Contribution Plans. *(This item applies if you or an Employer, as defined in Plan Section 3.05, maintain another qualified defined contribution plan that is not a Master or Prototype Plan in which any Participant in this Plan is or was or could become a participant.)* If the Participant is covered under another qualified defined contribution plan maintained by the Employer, as defined in Plan Section 3.05, the provisions of (f) through (k) of Plan Section 3.05 shall apply as if the other plan were a Master or Prototype Plan, unless otherwise specified in (a) below. *(Plan Section 3.05 limits the last Annual Additions.)*

a) ☐ *(If selected, you must apply for a determination letter from the Internal Revenue Service in order to have specific reliance on the method used.)* The method described below shall be used to limit total Annual Additions to the Maximum Annual Addition, and shall properly reduce the Excess Amounts, as defined in Plan Section 3.05, in a manner that precludes Employer discretion.

Top-Heavy Plan Requirements. The amount of Contributions shall be subject to the provisions of Article XI of the Basic Plan in Plan Years when this is a Top-heavy Plan, as defined in Plan Section 11.02. Special minimum contribution provisions will apply in such years.

4) ☐ Multiple Plans. *(Use this item to specify which plan will provide the minimum contribution or benefit for participants who are covered under this Plan and any other plan or plans of yours. If selected, you must provide wording below.)* The method described below shall be used to meet the minimum contribution and benefit requirements in Plan Years when this is a Top-heavy Plan, in a manner that precludes Employer discretion.

O. Investments.

1) Trust Agreement. We establish the Principal Trust Company Trust Agreement for Self-Directed Accounts unless otherwise specified in (a) below.

a) ☐ We will appoint another entity as Trustee.

2) Investment Direction. Subject to the provisions of Article IV of the Basic Plan and the Trust Agreement, the investment of a Participant's Account shall be directed by the Participant, unless otherwise specified in (a) below.

a) ☐ The investment of a Participant's Account shall be directed by us.

3) Loans. Loans to a Participant are permitted. The Loan Administrator is the Plan Administrator.

4) Life Insurance coverage is not permitted under this Plan, unless otherwise specified in (a) below.

a) ☐ Life insurance coverage is permitted under this Plan.

P. Vesting Percentage is used to determine the nonforfeitable percentage of a Participant's Account resulting from our Contributions. The Vesting Percentage for a Participant who is an Employee on or after the date he reaches Normal Retirement Age, becomes Totally Disabled, or dies shall be 100%.

A Participant's Account resulting from our Contributions is subject to the vesting schedule selected below. (Select one. If (4) is selected, fill in percentages.)

	(1) ☐	(2) ☐	(3) ☐	(4) ☐
Less than 1	100	0	0	
1		0	0	
2		0	20	
3		100	40	
4			60	
5			80	
6			100	

NOTE: The schedule in (4) must at all times be as great as the Vesting Percentage that the schedule in (3) would provide.

Q. Vesting Service subject to the provisions of Plan Section 1.02, shall be determined in accordance with the hours method. A year of Vesting Service is a Vesting Service Period in which an Employee has at least 1,000 Hours of Service.

(This item applies if Employer Contributions are not immediately 100% vested.)

Vesting Service Modifications.

1) ☐ Service before the Effective Date shall not be counted.

2) ☐ Service before an Employee attains age 18 shall not be counted. Service during the period in which the Employee attains age 18 shall not be excluded because of this modification.

R. Withdrawal Benefits.

1) Voluntary and Rollover. A Participant may withdraw any part of his Vested Account resulting from Voluntary Contributions and Rollover Contributions at any time.

2) ☐ Age 59½. A Participant may withdraw any part of his Vested Account resulting from our Contributions any time after he attains age 59½.

S. Retirement and the Start of Benefits.

1) Normal Retirement Age is the age at which the Participant's Account shall become nonforfeitable if he is an Employee. A Participant's Normal Retirement Age is age 65, unless otherwise specified in (a) or (b) below.

a) ☐ Age _____ *(Less than 65.)*

b) ☐ The older of age _____*(Up to 65)* or his age on the date _____ *(Up to 5.)* years after the first day of the Plan Year in which his Entry Date occurred.

2) Start of Retirement Benefits. A Participant may choose to have retirement benefits begin before he has a Severance from Employment and on or after his Normal Retirement Date.

T. Forms of Distribution for Retirement Benefits. The options available under the Plan are those specified in Plan Section 6.02.

U. Execution. By executing this Adoption Agreement, we, the Employer, adopt the "Principal Trust Company Prototype for Profit Sharing Plans" for the exclusive benefit of our Employees. Our selections and specifications contained in this Adoption Agreement and the terms, provisions, and conditions provided in the Principal Trust Company Prototype Basic Defined Contribution Plan constitute our Plan. No other basic plan may be used with this Adoption Agreement.

We understand and agree that Principal Trust Company is not a party to our Plan and shall not be responsible for any tax or legal aspects of our Plan. We assume sole responsibility for these matters. We acknowledge that we have counseled, to the extent necessary, with selected legal and tax advisors. The obligations of Principal Trust Company shall be governed solely by the provisions of its contracts and policies. Principal Trust Company shall not be required to look into any action taken by the Plan Administrator, Named Fiduciary, Investment Manager, or us and shall be fully protected in taking, permitting, or omitting any action on the basis of our actions. Principal Trust Company shall incur no liability or responsibility for carrying out actions as directed by the Plan Administrator, Named Fiduciary, Investment Manager, or us.

This Adoption Agreement is executed _____, _____.
Month/Day *Year*

For the Employer

I hereby certify that a copy of this Plan Document shall be provided to the Trustee and that proper signatures will be obtained on the trust agreement Attachment A to the Plan.

By _____
(Signature)

Business Title _____

This Plan is an important legal document. It may not fit your situation. Please consult with your lawyer on whether it does fit your situation and on its tax and legal implications, for which neither Principal Trust Company, nor its agents, can assume responsibility.

Failure to properly fill out this Adoption Agreement may result in disqualification of this Plan. Principal Trust Company will inform you of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The address and phone number of Principal Trust Company is 1013 Centre Road, Wilmington, DE 19805, (302) 995-2131.

You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 except to the extent provided in Revenue Procedure 2005-16.

If you have ever maintained or later adopt any plan (including a welfare benefit fund, as defined in Code Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code Section 419A(d)(3) or an individual medical account, as defined in Code Section 415(l)(2)) in addition to this Plan, you may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Sections 415 and 416.

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

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2005-16.

Operational Summary for Principal Trust Company Defined Contribution Plan Document

The following provisions apply to the Principal Trust Company Defined Contribution Plan on the effective dates noted below. The plan sponsor must apply these changes operationally until formal amendments are required.

Worker, Retiree, and Employer Recovery Act of 2008 (WRERA)

WRERA provides relief from required minimum distributions (RMDs) for participants of defined contribution plans and is only effective for 2009. All required minimum distributions from the plan for the 2009 calendar year shall be suspended. This suspension would not apply to installment payments (fixed period or fixed payment). An amendment to your plan, if needed, does not need to be signed until the end of your 2011 plan year. We will send you an amendment at that time, if needed.

UNILATERAL INTERIM AMENDMENT TO COMPLY WITH THE HEROES EARNINGS ASSISTANCE AND RELIEF TAX ACT OF 2008

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company (Principal Trust Company) hereby amends the following prototype plans and by such amendment, amends each retirement plan set forth on any such prototype by an adopting employer.

The Principal Trust Company Prototype for Profit Sharing Plans with an approval date of March 31, 2008

Standardized Letter Serial No.: M280333a Plan No.: 001 Basic Plan No.: 02

The Principal Trust Company Prototype for Money Purchase Plans with an approval date of March 31, 2008

Standardized Letter Serial No.: M280332a Plan No.: 002 Basic Plan No.: 02

This amendment of the Plan is adopted to comply with the requirements of the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) and the guidance provided in IRS Notice 2010-15. This amendment is to be construed in accordance with such law and guidance. This amendment shall continue to apply to the Plan, including the Plan as later amended, until such provisions are integrated into the Plan or the provisions of this amendment are specifically amended.

This amendment shall supersede any previous amendment and the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

DEATH OR DISABILITY DURING QUALIFIED MILITARY SERVICE

Except as otherwise provided, the provisions of this section of the amendment shall be effective as of January 1, 2007.

This section amends Item L, Employer Contributions, in the Adoption Agreement for Profit Sharing Plans by adding the following to Item L(1)(a):

Beginning January 1, 2007, such amounts shall also be made for or allocated to each person who was an Active Participant at any time during the Allocation Year and has died while performing Qualified Military Service during the Allocation Year.

Beginning January 1, 2011, such amounts shall also be made for or allocated to each person who was an Active Participant at any time during the Allocation Year and has become Totally Disabled while performing Qualified Military Service during the Allocation Year.

This section amends Item L, Employer Contributions, in the Adoption Agreement for Money Purchase Plans by adding the following to Item L(1)(a):

Beginning January 1, 2007, such amounts shall also be made for each person who was an Active Participant at any time since the last Contribution Date and has died while performing Qualified Military Service at any time since the last Contribution Date.

Beginning January 1, 2011, such amounts shall also be made for each person who was an Active Participant at any time since the last Contribution Date and has become Totally Disabled while performing Qualified Military Service at any time since the last Contribution Date.

This section amends Item P, Vesting Percentage, in the Adoption Agreement for Profit Sharing Plans and for Money Purchase Plans by adding the following:

Beginning January 1, 2007, the Vesting Percentage for a Participant who dies while performing Qualified Military Service shall be 100%.

Beginning January 1, 2011, the Vesting Percentage for a Participant who becomes disabled that results in his becoming Totally Disabled while performing Qualified Military Service shall be 100%.

Definitions. This section modifies Plan Section 1.02 of the Basic Plan.

By adding the following definition:

Qualified Military Service means any service in the uniformed services (as defined in Chapter 43 of Title 38 of the U.S. Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

Military Service. This section modifies Plan Section 10.14 of the Basic Plan.

By adding the following:

Beginning January 1, 2007, a Participant who dies on or after January 1, 2007 while performing Qualified Military Service is treated as having resumed and then terminated employment on account of death, in accordance with Code Section 401(a)(37) and any subsequent guidance. The survivors of such Participant are entitled to any additional benefits provided under the Plan on account of death of the Participant.

DIFFERENTIAL WAGE PAYMENTS

The provisions of this section of the amendment shall be effective as of January 1, 2009.

Definitions. This section modifies Plan Section 1.02 of the Basic Plan.

By adding the following definition:

> **Differential Wage Payments** means any payments which are made by an Employer to an individual with respect to any period during which the individual is performing Qualified Military Service while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer.

By modifying the definition of Employee as follows:

> Beginning January 1, 2009, the term Employee shall include any individual receiving Differential Wage Payments.

By modifying the definition of Pay as follows:

> Beginning January 1, 2009, Pay shall include Differential Wage Payments.

Contribution Limitation. This section modifies Plan Section 3.05 of the Basic Plan.

By modifying the definition of Compensation as follows:

> Beginning January 1, 2009, Compensation shall include Differential Wage Payments.

Executed by Principal Trust Company on October 15, 2010

by Kristin M. Camp.

Officer

Unilateral Interim Amendment to Comply with the Pension Protection Act of 2006 and Contribution Timing

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company (Principal Trust Company) hereby amends the following prototype plans and by such amendment, amends each retirement plan set forth on any such prototype by an adopting employer.

The Principal Trust Company Prototype for Money Purchase Plans with an approval date of March 31, 2008

Standardized Short Letter Serial No.: M280332a Plan No.: 002 Basic Plan No.: 02

The Principal Trust Company Prototype for Profit Sharing Plans with an approval date of March 31, 2008

Standardized Short Letter Serial No.: M280333a Plan No.: 001 Basic Plan No.: 02

This amendment of the Plan is adopted to comply with the requirements of the Pension Protection Act of 2006 and the technical corrections to the Pension Protection Act of 2006 in accordance with the Worker, Retiree, and Employer Recovery Act of 2008. This amendment is to be construed in accordance with such laws. This amendment shall continue to apply to the Plan, including the Plan as later amended, until such provisions are integrated into the Plan or the provisions of this amendment are specifically amended.

This amendment shall supersede any previous amendment and the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

IRA ROLLOVER BY NONSPOUSE BENEFICIARY

Effective as of January 1, 2007 by modifying Plan Section 10.02 of the Basic Plan by adding the following:

For distributions made after December 31, 2006, a Designated Beneficiary, as defined in Article VII, of a Participant who is not the surviving spouse of the Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of a distribution, that would be an Eligible Rollover Distribution if the Designated Beneficiary were a Distributee, paid in a Direct Rollover to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) established for the purposes of receiving the distribution on behalf of the Designated Beneficiary. If such Direct Rollover is made: (i) such Direct Rollover shall be treated as an Eligible Rollover Distribution; (ii) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)); and (iii) Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such plan. For this purpose, certain trusts shall be treated as a Designated Beneficiary as provided in Code Section 402(c)(11)(B).

OTHER DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS

This section of the amendment modifies Plan Section 1.02 of the Basic Plan as follows:

Modification of the definition of ELIGIBLE RETIREMENT PLAN.

Effective for taxable years beginning on or after January 1, 2008, an Eligible Retirement Plan shall include an individual retirement plan described in Code Section 408A(b) subject to any limitations described in Code Section 408A(c).

Modification of the definition of ELIGIBLE ROLLOVER DISTRIBUTION.

Effective for taxable years beginning on or after January 1, 2007 an Eligible Rollover Distribution of after-tax employee contributions is allowed to any qualified plan (defined contribution or defined benefit) or to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Effective for taxable years beginning on or after January 1, 2008 an Eligible Rollover Distribution of after-tax employee contributions is allowed to an individual retirement plan described in Code Section 408A(b) subject to any limitations described in Code Section 408A(c) that agrees to separately account for amounts so transferred including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

NOTICE AND CONSENT REQUIREMENTS

Effective for notices issued in Plan Years beginning on or after January 1, 2007, by modifying Article VI of the Basic Plan as follows:

The Qualified Election provisions of the Election Procedures section and the Notice Requirement section of Article VI are modified by extending to 180 days the period prior to the Annuity Starting Date during which retirement benefits can be elected, consent can be made, and the time period for providing the notice that describes the right to defer distribution of a benefit and the consequences of not deferring distribution.

DISTRIBUTION OF BENEFITS

Effective for Plan Years beginning on or after January 1, 2008, by modifying Plan Section 6.02 of the Basic Plan by adding a 75% survivorship percentage to the survivorship percentages listed in subparagraph (a)(iv)..

VESTING OF EMPLOYER CONTRIBUTIONS.

This section of the amendment is effective for Plan Years beginning on or after January 1, 2007, and shall apply to Participants who are credited with an Hour of Service on or after the date of the change.

All Employer Contributions shall vest at least as fast as one of these two schedules:

	3-year cliff	6-year graded
Years of Service	Vesting %	Vesting %
0	0%	0%
1	0%	0%
2	0%	20%
3	100%	40%
4		60%
5		80%
6		100%

If the vesting schedule that applied to any Employer Contributions prior to this date was not as fast as either of the above schedules, the vesting schedule will be changed as follows, unless a different vesting schedule is specified in Attachment A to this unilateral amendment, if applicable:

- 5-year cliff (0% vesting until year 5, then 100%) will change to 3-year cliff (see above)
- 4-year cliff (0% vesting until year 4, then 100%) will change to 3-year cliff (see above)
- 7-year graded (0% vesting until year 3, then 20% per year) will change to 6-year graded (see above)
- Any other schedule will change to a blended schedule that provides the better of the percentage in the current vesting schedule or the 6-year graded schedule for each year of service.

ROLLOVERS FROM OTHER PLANS

Effective for taxable years beginning on or after January 1, 2007, by modifying Plan Section 3.02 of the Basic Plan as follows:

If Rollover Contributions are allowed, the Plan will accept a direct rollover of an Eligible Rollover Distribution from an annuity contract described in Code Section 403(b) including after-tax employee contributions.

CONTRIBUTION TIMING

This section of the amendment is effective as of January 1, 2010 and modifies the Basic Plan as follows:

Plan Section 4.01 by striking the following:

Contributions that are accumulated through payroll deduction shall be paid to the Trustee or Insurer, as applicable, by the earlier of (i) the date the Contributions can reasonably be segregated from our assets, or (ii) the 15th business day of the month following the month in which the Contributions would otherwise have been paid in cash to the Participant.

Plan Section 5.06 by striking the following:

Loan repayments that are accumulated through payroll deduction shall be paid to the Trustee by the earlier of (i) the date the loan repayments can reasonably be segregated from our assets, or (ii) the 15th business day of the month following the month in which such amounts would otherwise have been paid in cash to the Participant.

The Loan Administrator shall deposit such amounts into the Plan as soon as administratively practicable after they are received, but in no event later than the 15th business day of the month after they are received.

Executed by Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company on May 1, 2009

by Kristin M Camp

Officer

2007 Unilateral Interim Amendment To Comply With The Final Regulations Under Code Section 415 And The Amendments To The Final Regulations Under Code Section 411(d)

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company ("Principal Trust") hereby amends the following prototype plans and by such amendment, amends each retirement plan set forth on any such prototype by an adopting employer.

Principal Trust Prototype for Profit Sharing Plans with an approval date of March 31, 2008:	
Standardized Short	Letter Serial No.: M280333a Plan No.: 001 Basic Plan No.: 02

Principal Trust Prototype for Money Purchase Plans with an approval date of March 31, 2008:	
Standardized Short	Letter Serial No.: M280332a Plan No.: 002 Basic Plan No.: 02

This amendment of the Plan is adopted to comply with the requirements of the final regulations under Code Section 415 and the amendments to the final regulations under Code Section 411(d). This amendment is to be construed in accordance with such regulations. This amendment replaces the 2007 unilateral amendment signed on December 27, 2007 for use with the documents specified above. This amendment shall continue to apply to the Plan, including the Plan as later amended, until such provisions are integrated into the Plan or the provisions of this amendment are specifically amended.

This amendment shall supersede any previous amendment and the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

Final Regulations Under Code Section 415

Except as otherwise provided, the provisions of the following sections shall be effective as of the first day of the first Limitation Year beginning on or after July 1, 2007.

Adoption Agreement

This section amends Item N, Contribution Modifications, in the Adoption Agreement by striking Item N(2)(a) and substituting in lieu thereof the following:

b) ☐ Simplified 415 Compensation as defined in Plan Section 3.05

Basic Plan

Definitions

This section modifies Plan Section 1.02.

Modification of the Definition of ANNUAL PAY. Effective as of the first day of the first Plan Year beginning on or after July 1, 2007:

If the Pay Year, Plan Year, and Limitation Year (as defined in Section 3.05) are the same, Annual Pay shall include amounts earned but not paid during the Pay Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Pay Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no Pay is included in more than one Pay Year. This paragraph shall cease to apply effective as of the first day of the first Plan Year beginning on or after January 1, 2010.

Modification of the Definition of PAY. Effective as of the first day of the first Plan Year beginning on or after July 1, 2007:

by striking (b) and substituting in lieu thereof the following:

b) Simplified 415 Compensation. Pay is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with us to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in section 1.62-2(c) of the regulations)), and excluding the following:

1) employer contributions (other than elective contributions described in Code Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);
2) amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in section 1.421-1(b) of the regulations), or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
3) amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;
4) other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code Section 125); and
5) other items of remuneration that are similar to any of the items listed in (1) through (4) above.

by striking the four paragraphs following (b) and substituting in lieu thereof the following:

For any Self-employed Individual, Pay means Earned Income.

Except as provided herein, Pay for a specified period is the Pay actually paid or made available (or if earlier, includible in gross income) during such period.

For Plan Years beginning on or after July 1, 2007, Pay for a Plan Year shall also include Pay paid by the later of 2 ½ months after an Employee's Severance from Employment with us or the end of the Plan Year that includes the date of the Employee's Severance from Employment with us if the payment is regular Pay for services during the Employee's regular working hours, or Pay for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Employee while the Employee continued in employment with us.

Any payments not described above shall not be considered Pay if paid after Severance from Employment, even if they are paid by the later of 2 ½ months after the date of Severance from Employment or the end of the Plan Year that includes the date of Severance from Employment, except payments to an individual who does not currently perform services for us by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for us rather than entering qualified military service. Such payments shall be considered Pay for Plan Years beginning on or after July 1, 2007.

Back pay, within the meaning of section 1.415(c)-2(g)(8) of the regulations, shall be treated as Pay for the Plan Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included in this definition.

Pay paid or made available during a specified period shall include amounts that would otherwise be included in Pay but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Pay shall also include employee contributions "picked up" by a governmental entity and, pursuant to Code Section 414(h)(2), treated as our contributions.

Pay shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 Compensation is an amount that is excludible under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he has other health coverage. Amounts are deemed Code Section 125 Compensation only if we do not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Modification of the Definition of PREDECESSOR EMPLOYER. The definition of Predecessor Employer is modified by striking the definition of Predecessor Employer and substituting in lieu thereof the following:

Predecessor Employer means, except for purposes of Section 3.05, a firm of which we were once a part (e.g., due to a spinoff or a change of corporate status) or a firm absorbed by us because of a merger or acquisition (stock or asset, including a division of an operation of such company). The definition of Employer includes Predecessor Employers that maintained this Plan.

Modification of the Definition of SEVERANCE FROM EMPLOYMENT. The definition of Severance from Employment is modified by striking the definition of Severance from Employment and substituting in lieu thereof the following:

Severance from Employment means, except for purposes of Section 3.05, an Employee has ceased to be an employee of the employer maintaining the Plan. An Employee does not have a severance from employment if, in connection with a change of employment, the Employee's new employer maintains such Plan with respect to the Employee.

Contribution Limitation

This section strikes Plan Section 3.05, and substitutes in lieu thereof the following:

Section 3.05 — Contribution Limitation.

The limitations of this section shall apply to Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

a) Definitions. For the purpose of determining the contribution limitation set forth in this section, the following terms are defined:

Annual Additions means the sum of the following amounts credited to a Participant's account for the Limitation Year:

1) employer contributions;
2) employee contributions; and
3) forfeitures.

Annual Additions to a defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations, shall also include the following:

4) mandatory employee contributions, as defined in Code Section 411(c)(2)(C) and section 1.411(c)-1(c)(4) of the regulations, to a defined benefit plan;
5) contributions allocated to any individual medical benefit account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
6) amounts attributable to post retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer; and
7) annual additions under an annuity contract described in Code Section 403(b).

Compensation means one of the following as specified in Item N(2):

1) Information Required to be Reported Under Code Sections 6041, 6051, and 6052 ("Wages, Tips and Other Compensation" box on Form W-2). Compensation is defined as wages, within the meaning of Code Section 3401(a), and all other payments of compensation to an employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).
2) Simplified 415 Compensation. Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in section 1.62-2(c) of the regulations)), and excluding the following:
   i.) employer contributions (other than elective contributions described in Code Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income

when distributed) from a plan of deferred compensation (whether or not qualified);

ii.) amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in section 1.421-1(b) of the regulations), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

iii.) amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

iv.) other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125); and

v.) other items of remuneration that are similar to any of the items listed in (i) through (iv) above.

For any Self employed Individual, Compensation means Earned Income.

Except as provided herein, Compensation for a Limitation Year is the Compensation actually paid or made available (or if earlier, includible in gross income) during such Limitation Year.

Compensation for a Limitation Year beginning on or after July 1, 2007 shall include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated employees, and no Compensation is included in more than one Limitation Year. This paragraph shall cease to apply effective as of the first day of the first Plan Year beginning on or after January 1, 2010.

For Limitation Years beginning on or after July 1, 2007, Compensation for a Limitation Year shall also include Compensation paid by the later of 2 1/2 months after an employee's Severance from Employment with the Employer maintaining the plan or the end of the Limitation Year that includes the date of the employee's Severance from Employment with the Employer maintaining the plan, if the payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the employee while the employee continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2 1/2 months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment, except payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. Such payments shall be considered Compensation for Limitation Years beginning on or after July 1, 2007.

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

Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 Compensation is an amount that is excludible under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he has other health coverage. Amounts are deemed Code Section 125 Compensation only if the Employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

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

Defined Contribution Dollar Limitation means, effective for Limitation Years beginning after December 31, 2001, $40,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's Annual Additions for a Limitation Year cannot exceed the currently applicable dollar limitation (as in effect before the January 1 adjustment) prior to January 1. However, after a January 1 adjustment is made, Annual Additions for the entire Limitation Year are permitted to reflect the dollar limitation as adjusted on January 1.

Employer means the employer that adopts this Plan, and all members of a controlled group of corporations (as defined in Code Section 414(b) as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

Limitation Year means the consecutive 12 month period ending on the last day of each Plan Year, including corresponding consecutive 12-month periods before the Effective date. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different consecutive 12 month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

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

Maximum Annual Addition means, for Limitation Years beginning on or after January 1, 2002, the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year. This amount shall not exceed the lesser of:

1) The Defined Contribution Dollar Limitation, or
2) 100 percent of the Participant's Compensation for the Limitation Year.

A Participant's Compensation for a Limitation Year shall not include Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which the Limitation Year begins.

The compensation limitation referred to in (2) shall not apply to an individual medical benefit account (as defined in Code Section 415(l); or a post-retirement medical benefits account for a key employee (as defined in Code Section 419A(d)(1)).

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different consecutive 12 month period, the Maximum Annual Addition will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

$$\frac{\text{Number of months (including any fractional parts of a month) in the short Limitation Year}}{12}$$

If the Plan is terminated as of a date other than the last day of the Limitation Year, the Plan is treated as if the Plan was amended to change the Limitation Year and create a short Limitation Year ending on the date the Plan is terminated.

If a short Limitation Year is created, the limitation under Code Section 401(a)(17) shall be prorated in the same manner as the Defined Contribution Dollar Limitation.

Predecessor Employer means, with respect to a Participant, a former employer if the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for the former employer. Predecessor Employer also means, with respect to a Participant, a former entity that antedates the Employer if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

Severance from Employment means an employee has ceased to be an employee of the Employer maintaining the plan. An employee does not have a Severance from Employment if, in connection with a change of employment, the employee's new employer maintains the plan with respect to the employee.

b) This (b) applies if, the Participant is not covered under another defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations (without regard to whether the plan(s) have been terminated) maintained by the Employer. The amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year shall not exceed the lesser of the Maximum Annual Addition or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Annual Addition, the amount contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Annual Addition.

c) This (c) applies if, in addition to this Plan, the Participant is covered under another defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations, (without regard to whether the plan(s) have been terminated) maintained by the Employer which provides an Annual Addition during any Limitation Year, and no such plan is an individually designed plan. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Annual Addition, reduced by the Annual Additions credited to a Participant's account under the other defined contribution plan(s) for the same Limitation Year. If the Annual Additions with respect to the Participant under the other defined contribution plan(s) maintained by the Employer are less than the Maximum Annual Addition, and the Employer Contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Annual Addition. If the Annual Additions with respect to the Participant under the other defined contribution plan(s) in the aggregate are equal to or greater than the

Maximum Annual Addition, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

d) This (d) applies if, in addition to this Plan, the Participant is covered under another defined contribution plan, as defined in section 1.415(c)-(1)(a)(2)(i) of the regulations (without regard to whether the plan(s) have been terminated) maintained by the Employer which provides an Annual Addition during any Limitation Year, and such other plan is an individually designed plan. The Annual Additions which may be credited to the Participant's Account under this Plan for any Limitation Year will be limited in accordance with (c) above as though the other plan were a Master or Prototype Plan, unless the Employer provides other limitations in Item N(3)(a).

e) The limitation of this section shall be determined and applied taking into account the rules in subparagraph (f) below.

f) Other Rules

1) Aggregating Plans. For purposes of applying the limitations of this section for a Limitation Year, all defined contribution plans (as defined in section 1.415(c)-1(a)(2)(i) of the regulations and without regard to whether the plan(s) have been terminated) ever maintained by the Employer and all defined contribution plans of a Predecessor Employer (in the Limitation Year in which such Predecessor Employer is created) under which a Participant receives Annual Additions are treated as one defined contribution plan.

2) Break-up of Affiliated Employers. The Annual Additions under a formerly affiliated plan (as defined in section 1.415(f)-1(b)(2)(ii) of the regulations) of the Employer are taken into account for purposes of applying the limitations of this section for the Limitation Year in which the cessation of affiliation took place.

3) Previously Unaggregated Plans. The limitations of this section are not exceeded for the first Limitation Year in which two or more existing plans, which previously were not required to be aggregated pursuant to section 1.415(f) of the regulations, are aggregated, provided that no Annual Additions are credited to a Participant after the date on which the plans are required to be aggregated if the Annual Additions already credited to the Participant in the existing plans equal or exceed the Maximum Annual Addition.

4) Aggregation with Multiemployer Plan. If the Employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the Annual Additions under the multiemployer plan that are provided by the Employer shall be treated as Annual Additions provided under a plan maintained by the Employer for purposes of this section.

Amendments to Section 1.411(d)-3 of the Regulations

The provisions of the following section are effective for Plan Years beginning on or after January 1, 2007.

This section modifies Plan Section 10.01 adding as the last paragraph the following:

For an amendment adopted after August 9, 2006, with respect to a Participant's Account attributable to our Contributions accrued as of the later of the adoption or effective date of the amendment and earnings, the vested percentage of the Participant will be the greater of the vested percentage under the old vesting schedule or the vested percentage under the new vesting schedule.

Executed by Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company on May 1, 2009

by Kristin M Camp

Officer

Qualified Plan
Participant Information Form

Important Information for all Employees (for Individual 401(k) Only)	**Important Information for all Employers (for Individual 401(k) Only)**
This plan is designed for a business owner, including partners, and their spouses only. A spouse can only participate if he/she is an employee of the company. If you are not an owner or an owner's spouse, please contact your employer immediately. You **cannot** complete this form or participate in the plan.	You are the employer and plan sponsor of this plan. If you have common-law employee(s), including partners who own less than 5% of the business, who are eligible or will become eligible for this plan, you must contact us regarding options to cover these employees under other retirement plans.

I. Plan Information

This must be completed and submitted with an Adoption Agreement for all Plans or when adding new participant(s)

Employer Name			
Employer Address	City	State	ZIP Code
Employer Phone Number	Employer Email Address	Employer Tax ID Number	
Plan Type: (Select One)	☐ Individual 401(k)	☐ Profit Sharing	☐ Pension

II. Investment Representative Information

Name			
Address	City	State	ZIP Code
Phone Number	Email Address	Investment Firm	

III. Participant Information

IMPORTANT NOTE

A Beneficiary Designation/Change Form needs to be completed for each participant below and returned with this form.

Indicate If Owner/ Spouse – ***I(k) Only***	Participant's Name	Participant's Social Security Number	Date of Birth	Date of Hire	Date of Participation	Participant's New Account Number (Issued by Investment Firm)
☐						
☐						
☐						
☐						
☐						
☐						

IV. Plan Sponsor Signature

- I have read and understand the information provided in the instructions regarding float.
- I agree to pay all applicable fees described in the "Schedule of Trustee Fees", which may be changed from time to time.
- Any fee changes will be communicated to me in writing by Principal Trust Company. If I do not pay such trustee fees directly, I authorize my/our investment representative as "custodian" to debit such trustee fees from my retirement plan account.
- I understand Principal Trust Company is not an investment advisor and does not supervise or control my investment representative. Principal Trust Company does not endorse any particular investment. I agree to use independent judgment in making my investment decisions.
- I agree to resolve disputes with Principal Trust Company through binding arbitration. See section 7.12 of the Trust Agreement for Money Purchase Pension or Profit Sharing Plans or the Service Agreement for Individual 401k Plans.
- I certify that I am either an owner or the spouse of an owner and that I am an employee of the employer. ***– I(k) Only***

Plan Sponsor Signature	Date

This Beneficiary Designation Form must be completed by each participant when a new plan is established, new employees are added, and when there is a change of beneficiary. The trustee shall make payments in accordance with the most recent beneficiary designation form that is on file with the trustee. It shall be the responsibility of the employer and participant to forward beneficiary designation forms to the trustee containing any changes in the designation of beneficiaries.

If a married participant designates a beneficiary other than his/her spouse, the spouse must consent to the designation of that beneficiary in writing, (such consent must be witnessed by a Notary Public). If a participant is not married, a declaration to that fact must be signed and witnessed.

Beneficiary Designation/ Change Form

I. Participant Information (Please print or type)

Plan Name		Brokerage Firm & Account Number
Participant Name		Social Security Number
Street Address		Daytime Phone Number
City	State	ZIP Code

II. Beneficiary Designations

I hereby designate the following individuals as primary and contingent beneficiaries of my accumulated benefits which will be paid by reason of my death under the provisions of the plan. The trustee shall pay all accumulated benefits under the plan by reason of death to the primary beneficiary(ies), and if no primary beneficiary(ies) shall survive, then to the spouse (if any) or to the estate of the Participant. If more than one beneficiary is designated, such beneficiaries share equally unless otherwise specified. The trustee shall make payment in accordance with the most recent beneficiary data sheet, which is on file with the plan sponsor. This beneficiary designation will supercede any and all previous beneficiary designations. The right to revoke or change any beneficiary designation is hereby reserved. All prior beneficiary designations (if any) are hereby revoked. **Note**: **Please check the appropriate Primary or Contingent box for each beneficiary. Percentages must total 100.**

☐ Primary ☐ Contingent	Name			Social Security Number
	Date of Birth	Allocation %	Relationship	Phone Number
	Street Address	City	State	ZIP Code
☐ Primary ☐ Contingent	Name			Social Security Number
	Date of Birth	Allocation %	Relationship	Phone Number
	Street Address	City	State	ZIP Code
☐ Primary ☐ Contingent	Name			Social Security Number
	Date of Birth	Allocation %	Relationship	Phone Number
	Street Address	City	State	ZIP Code
☐ Primary ☐ Contingent	Name			Social Security Number
	Date of Birth	Allocation %	Relationship	Phone Number
	Street Address	City	State	ZIP Code

☐ Primary ☐ Contingent	Name			Social Security Number	
	Date of Birth	Allocation %	Relationship	Phone Number	
	Street Address		City	State	ZIP Code
☐ Primary ☐ Contingent	Name			Social Security Number	
	Date of Birth	Allocation %	Relationship	Phone Number	
	Street Address		City	State	ZIP Code

III. Participant Certification of Marital Status

☐ **I am single**

☐ **I am married**

☐ **I am married and have no knowledge of the whereabouts of my spouse**

VI. Spouse's Consent and Waiver

Complete this section only if someone other than spouse is listed as Primary Beneficiary

I hereby consent to the foregoing beneficiary designation by my spouse, naming someone other than me as the Primary Beneficiary. Furthermore, I hereby acknowledge that (1) the effect of my consent to this election will cause me to forfeit benefits I would otherwise be entitled to receive upon my spouse's death; (2) this beneficiary designation is not valid unless I consent to it; and (3) my consent is irrevocable unless my spouse revokes the beneficiary designation.

Spouse's Signature	Date
Witnessed by Notary Public	If Notary Public, Commission Expires

V. Participant Signature

Participant Signature Required	Date

Executed this _____ day of _____ , _____ .

Witnessed by Notary Public:

Complete separate forms for participating owners and participating spouses.

Beneficiary Guidelines

I. Important Information

- Beneficiary designations are legal documents stating who is to receive the death benefits and how benefits are to be paid. Without designations, benefits will usually be paid to the spouse as primary beneficiary or the participant's estate as the contingent beneficiary.
- It is required that each participant complete the Beneficiary Designation form when he/she becomes eligible to participate in the plan.
- If you are married and designate a beneficiary other than your spouse, your spouse must consent in writing on the Beneficiary Designation form. (Spouse signature MUST BE STAMPED BY NOTARY)
- At any time, the beneficiary information can be changed to reflect a new designation by completing a Beneficiary Designation form. The original copy of this form must be maintained in the employer's files. A copy of this form must be sent to us, so we can keep our records current. Mail, fax or email (TRSProcessing@principaltrust.com) a copy to Principal Trust.
- Principal Trust Company will not accept any altered forms. Each Beneficiary Designation form must be clear and complete. We cannot accept requests with items crossed out. If we are unsure of the designation chosen, we will ask for clarification on a new form.
- Words like "or" "and/or" cannot not be used because it does not clearly explain how the assets should be distributed. It is recommended that The Allocation Percentage section of the Beneficiary Designation form be completed with the percentage of assets you want allocated to each beneficiary. Allocation percentages do not have to be the same percentage for all beneficiaries, but they **must** total 100% for all primary and contingent beneficiaries.
- We strongly suggest that you consult with your attorney to determine the correct wording. Principal Trust Company is not authorized to, and cannot provide legal advice.

II. Unacceptable Designations

- Last Will and Testament
- Animals named as beneficiaries

III. Sample Designations

	Name	Relationship	Address	Allocation Percentage
One Beneficiary	John Smith	Father	##########	100%
Two Beneficiaries	John Smith Mary Smith	Father Mother	########## ##########	50% 50%
Primary and Contingent	Mary Smith-Primary John Smith-Contingent	Mother Brother	########## ##########	100% 100%
Estate	My Estate			100%
Trust	XXX Trust Company	Trustee in trust (under trust name) dated (date established)	Trustee's address	100%
Minor Children	Consult with your attorney for directions when naming minor children as beneficiaries			

Marsco Investment Corp., 101 Eisenhower Parkway, Roseland, NJ 07068

1-800-962-7726 www.marsco.com

WE'LL GIVE YOU AN EDGE℠

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