Exhibit "A"

PEDERNALES ELECTRIC COOPERATIVE, INC.
EMPLOYEES' 401(K) SAVINGS PLAN

Restated Effective January 1, 2020

41403

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PREFACE

WHEREAS, effective January 1, 1968, the Pedernales Electric Cooperative, Inc. ("Plan Sponsor"), established, for the exclusive benefit of its employees and their beneficiaries, the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan, a money purchase pension plan intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code, in order to recognize the efforts made to its successful operation by its employees and to reward such contribution;

WHEREAS, effective January 1, 1988, the SelectRE Pension Plan, a money purchase pension plan including a cash or deferred arrangement intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code as a "rural cooperative plan" as described in Section 401(k)(7)(A) of the Internal Revenue Code and sponsored by the National Rural Electric Cooperative Association, was adopted as the Kimble SelectRE Plan by Kimble Electric Cooperative, Inc. ("Kimble") as a participating system, for the exclusive benefit of its eligible employees and their beneficiaries;

WHEREAS, effective July 14, 2000, the Plan Sponsor acquired all of the assets and assumed the liabilities of Kimble; as successor employer to Kimble, the Plan Sponsor adopted the Kimble SelectRE Plan for the benefit of all employees of the Plan Sponsor who were formerly employed by Kimble on the date immediately prior to July 14, 2000; and the Plan Sponsor subsequently merged the Kimble SelectRE Plan into the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan effective December 31, 2001;

WHEREAS, also effective December 31, 2001, the Plan Sponsor amended the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan to add a qualified cash or deferred arrangement to the plan so that it could be maintained as a "rural cooperative plan" as described in Section 401(k)(7)(A) of the Internal Revenue Code, eliminated the fixed employer contribution previously provided for under the plan, so that it became a profit-sharing plan rather than a money purchase pension plan as of January 1, 2002, and renamed the plan the Pedernales Electric Cooperative, Inc. Employees 401(k) Savings Plan ("Plan");

WHEREAS, effective January 1, 1995, Envision Utility Software Corporation ("Envision") adopted, for the exclusive benefit of its employees and their beneficiaries, the Envision Utility Software Corporation Employees Defined Contribution Savings Plan ("Envision Plan"), a money purchase pension plan intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code, and subsequently restated and converted the plan effective January 1, 2006 into a profit sharing plan that includes a qualified cash or deferred arrangement under Section 401(k) of the Internal Revenue Code;

WHEREAS, effective March 1, 2002, the Plan Sponsor acquired a 25% interest in Envision, an acquisition that resulted in the Plan Sponsor's 100% ownership of Envision;

WHEREAS, effective January 1, 2002 (the action taken in 2008), the Plan Sponsor restated the Plan;

WHEREAS, effective January 1, 2008, pursuant to certain resolutions adopted by the Plan Sponsor and Envision, the Plan Sponsor merged the Envision Plan into the Plan, preserved all "protected benefits" (as defined in Treasury Regulation § 1.411(d)-4) of each Participant's account in each plan after the merger, and following the merger and restatement, continued to vest all Matching Contributions of each Participant in the Envision Plan and all Matching Contributions of each Participant in this Plan in accordance with the respective vesting schedule that applied to such contributions immediately before the merger, as set forth in Section 7.4(b) of this Plan;

WHEREAS, effective July 1, 2009, Envision no longer employs any employees;

WHEREAS, under the terms of the Plan, the Plan Sponsor has the continuing ability to amend the Plan;

WHEREAS, the Plan Sponsor has most recently restated the Plan effective January 1, 2012 and has amended the restated Plan four times; and

WHEREAS, the Board of Directors of the Plan Sponsor has determined that it is in the best interest of the Participants of this Plan and their beneficiaries to amend and restate this Plan to incorporate certain design changes, clarify current administrative practices, ensure compliance with applicable law, and as otherwise provided herein; and

NOW, THEREFORE, effective January 1, 2020, except as otherwise provided herein, the Plan Sponsor, in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends and restates the Plan in its entirety, to provide as follows:

ARTICLE I
NATURE OF THE PLAN

The Plan hereby amended and restated is a profit-sharing plan containing a Section 401(k) cash or deferred arrangement, all of which is intended to qualify under Section 401(a) and Section 401(k)(7) of the Internal Revenue Code. The Plan also preserves the protected benefits attributable to each constituent plan's history as a money purchase plan, as applicable, and otherwise. The Plan is a complete amendment and restatement of the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan.

All Trust Assets under the Plan will be administered, distributed, forfeited and otherwise governed by the provisions of this Plan and its related trust. The Plan is administered by the Trustee and the Administrator for the exclusive benefit of Participants (and their Beneficiaries).

ARTICLE II
DEFINITIONS

2.1 "Act" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

2.2 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 3.2 to administer the Plan on behalf of the Employer.

2.3 "Affiliated Employer" means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Plan Sponsor; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Regulations under Code Section 414(o).

2.4 "Anniversary Date" means the last day of the Plan Year.

2.5 "Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity; or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

2.6 "Beneficiary" means the person (or entity) to whom the share of a deceased Participant's total account is payable, subject to the restrictions of Sections 7.2 and 7.5.

2.7 "Board of Directors" means the Board of Directors of the Plan Sponsor.

2.8 "Catch-up Contributions" means the Plan contributions made as a result of the salary reduction elections of Participants pursuant to Plan Section 5.2(a)(3).

2.9 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

2.10 "Compensation" with respect to any Participant means such Participant's monthly base rate of pay, determined as of the first day of each pay period. "Base rate of pay" means payment for regularly scheduled hours of work, including pay in lieu of work (for example, for vacation days, jury duty, the first 20 days of military leave, administrative leave, and other types of paid leave) and pay in lieu of notice (a severance from employment is initiated by the Employer or the Participant). "Base rate of pay" does not include holiday bonuses, merit bonuses, or other bonuses; rotation allowance, auto allowance, or other allowances; double time pay, overtime, or call-out pay; deferred compensation, or PTO Payments. "Compensation" also includes bonuses and PTO Payments paid to a Participant, but such amounts shall not be considered part of a Participant's "base rate of pay."

For purposes of this Section, the determination of Compensation shall be made by including amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and Employee contributions described in Code Section 414(h)(2) that are treated as Employer Contributions.

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases

in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins, multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

For purposes of this Section, if the Plan is a plan described in Code Section 413(c) or 414(f) (a plan maintained by more than one Employer), the limitation applies separately with respect to the Compensation of any Participant from each Employer maintaining the Plan.

2.11 "Designated Roth Contribution" means any Elective Contribution made to this Plan or another applicable retirement plan (within the meaning of Code Section 402A(e)(1)) that would be excludable from a Participant's income, but for the Participant's election to designate such contribution as a Roth contribution (within the meaning of Code Section 402A(c)(1)) and include it in income when made.

2.12 "Effective Date" of this restatement means, in general, January 1, 2020. The original effective date of the Plan is January 1, 1968.

2.13 "Elapsed Time Method" means service credited for purposes of eligibility to participate and vesting that is determined by reference to the total period of time which elapses while the Employee is employed (i.e., while the employment relationship exists) with the Employer. An Employee's service shall be taken into account for the period from the date the Employee first performs an Hour of Service ("Employment Commencement Date") until the date he or she severs from service with the Employer. The date the Employee severs from service ("Severance from Service Date") is the earlier of the date the Employee quits, is discharged, retires, or dies, or the first anniversary of the date the Employee is absent from service for any other reason (such as disability, vacation, leave of absence, or layoff).

For purposes of eligibility and vesting under the Elapsed Time Method, an Employee who has severed from service by reason of a quit, discharge or retirement may be entitled to have a period of time of 12 months or less taken into account by the Employer if the Employee returns to service within a certain period and performs an Hour of Service. In general, the period during which the Employee must return to service begins on the date the Employee severs from service as a result of a quit, discharge, or retirement and ends on the first anniversary of such date. However, if the Employee is absent for any other reason (such as a layoff) and then quits, is discharged, or retires, the period during which the Employee may return and receive credit begins on the Severance from Service Date and ends one year after the first day of absence (for example, the first day of a layoff). As a result of the operation of these rules, a severance for service (such as a quit) or an absence (such as a layoff) followed by a severance from service never results in a requirement to take into account a period of more than one year after an Employee severs from service or is absent from service. The "Reemployment Commencement Date" is the first date on which an Employee performs an Hour of Service following a Period of

Severance which is not required to be taken into account under the service spanning rules of this Section.

For purposes of this Section and the Plan generally, the following additional definitions shall apply:

(a) "Participation Commencement Date" means the date a Participant first commences participation under the Plan.

(b) "Period of Severance" means the period commencing on the Severance from Service Date and ending on the date on which the Employee again performs an Hour of Service.

(c) "Period of Service" means a period commencing on the Employee's Employment Commencement Date or Reemployment Commencement Date, whichever applies, and ending on the Severance from Service Date. Periods of Service shall be aggregated unless such periods may be disregarded under Section 410(a)(5) or 411(a)(4) of the Code.

(d) "Month of Service" means a calendar month. For example, if an Employee's Employment Commencement Date occurs on February 2, the Employee's first Month of Service would be completed on the following March 2, provided that the Employee does not experience a Severance from Service Date prior to March 2.

(e) "Year of Service" means 12 Months of Service or 365 days of service.

2.14 "Elective Contribution" means the Employer contributions of Salary Reduction Contributions, excluding any such amounts distributed as "excess annual additions" pursuant to Section 5.10. In addition, any Employer Qualified Non-Elective Contribution made pursuant to Section 5.6(b) which is used to satisfy the "Actual Deferral Percentage" tests and any Designated Roth Contribution made to another qualified plan shall be considered an Elective Contribution for purposes of the Plan. Any contributions deemed to be Elective Contributions (whether or not used to satisfy the "Actual Deferral Percentage" tests) shall be subject to the requirements of Sections 5.2(c) and 5.2(d) and shall further be required to satisfy the nondiscrimination requirements of Regulation §1.401(k)-1(b)(5), the provisions of which are specifically incorporated herein by reference.

2.15 "Eligible Employee" means any Employee, as defined in Section 2.16.

Employees of Affiliated Employers shall not be eligible to participate in this Plan unless such Affiliated Employers have specifically adopted this Plan in writing.

Employees classified by the Employer as independent contractors who are subsequently determined by the Internal Revenue Service to be Employees shall not be Eligible Employees either prior to the determination or thereafter.

Employees holding positions as Interns shall not be Eligible Employees.

2.16 "Employee" means any person who is employed by the Plan Sponsor or a Participating Employer, if any, and excludes any person who is employed as an independent contractor, even if later reclassified by the Internal Revenue Service or a court as a common-law employee. The term "Employee" shall exclude the following:

(a) Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2).

(b) Employees who are included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and such employer or employers.

(c) Employees who are nonresident aliens and who receive no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code).

2.17 "Employer" means the Plan Sponsor, any successor which maintains this Plan, and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer (as defined in Section 12.1) which adopts this Plan.

2.18 "Employer Contributions" means payments made to the Trust by an Employer, including Matching Contributions and Employer Qualified Non-Elective Contributions.

2.19 "Excess Aggregate Contributions" means, with respect to any Plan Year, the excess of the aggregate amount of the Matching Contributions made pursuant to Section 5.1(b) and any qualified non-elective contributions or elective deferrals taken into account pursuant to Section 5.7(c) on behalf of Highly Compensated Participants for such Plan Year, over the maximum amount of such contributions permitted under the limitations of Section 5.7(a) (determined by hypothetically reducing contributions made on behalf of Highly Compensated Participants in order of the actual contribution ratios beginning with the highest of such ratios). Such determination shall be made after first taking into account corrections of any Excess Salary Reduction Contributions pursuant to Section 5.2 and taking into account any adjustments of any Excess Contributions pursuant to Section 5.6.

2.20 "Excess Aggregate Contributions" means, with respect to any Plan Year, the excess of the aggregate amount of the Matching Contributions made pursuant to Section 5.1(b) and any qualified non-elective contributions or elective deferrals taken into account pursuant to Section 5.7(c) on behalf of Highly Compensated Participants for such Plan Year, over the maximum amount of such contributions permitted under the limitations of Section 5.7(a) (determined by hypothetically reducing contributions made on behalf of Highly Compensated Participants in order of the actual contribution ratios beginning with the highest of such ratios). Such determination shall be made after first taking into account corrections of any Excess Salary

Reduction Contributions pursuant to Section 5.2 and taking into account any adjustments of any Excess Contributions pursuant to Section 5.6.

2.21 "Excess Salary Reduction Contributions" means, with respect to any taxable year of a Participant, the excess of the aggregate amount of such Participant's Salary Reduction Contributions and the elective deferrals pursuant to Section 5.2(e) actually made on behalf of such Participant for such taxable year, over the dollar limitation provided for in Code Section 402(g), which is incorporated herein by reference. Excess Salary Reduction Contributions shall be treated as Annual Additions pursuant to Section 5.9 when contributed to the Plan unless distributed to the affected Participant not later than the first March 15th following the close of the Participant's taxable year. Additionally, for purposes of Sections 10.2 and 5.4(e), Excess Salary Reduction Contributions shall continue to be treated as Employer Contributions even if distributed pursuant to Section 5.2(f). However, Excess Salary Reduction Contributions of Non-Highly Compensated Participants are not taken into account for purposes of Section 5.5(a) to the extent such Excess Salary Reduction Contributions occur pursuant to Section 5.2(e).

2.22 "Fiduciary" means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan.

2.23 "Fiscal Year" means the Employer's accounting year of 12 months commencing on January 1st of each year and ending the following December 31st.

2.24 "Forfeiture" means that portion of a Participant's Account that is not Vested, as determined on the earlier of:

(a) the distribution of the entire Vested portion of the Participant's Account of a Terminated Participant, or

(b) the last day of the Plan Year in which a Terminated Participant incurs five (5) consecutive 1-Year Breaks in Service.

2.25 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

2.26 "414(s) Compensation" means, for purposes of nondiscrimination testing hereunder, any definition of compensation that satisfies the nondiscrimination requirements of Code Section 414(s) and the Regulations thereunder. The period for determining 414(s) Compensation must be either the Plan Year or the calendar year ending with or within the Plan Year. An Employer may further limit the period taken into account to that part of the Plan Year or calendar year in which an Employee was a Participant in the component of the Plan being tested. The period used to determine 414(s) Compensation must be applied uniformly to all Participants for the Plan Year.

2.27 "Highly Compensated Employee" means an Employee described in Code Section 414(q) and the Regulations thereunder, and generally means any Employee who:

(a) was a "five percent owner" as defined in Section 2.32(a) at any time during the "determination year" or the "look-back year"; or

(b) for the "look-back year" had "415 Compensation" from the Employer in excess of $80,000. The $80,000 amount is adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

The "determination year" means the Plan Year for which testing is being performed, and the "look back year" means the immediately preceding twelve-month period.

A Highly Compensated Former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for the "determination year," in accordance with Treasury Regulation §1.414(q)-1T, A-4 and I. R. Notice 97-45 (or any superseding guidance).

In determining who is a Highly Compensated Employee, Employees who are non-resident aliens and who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer constituting United States source income within the meaning of Code Section 861(a)(3) shall not be treated as Employees. Additionally, all Affiliated Employers shall be taken into account as a single employer and Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2) shall be considered Employees unless such Leased Employees are covered by a plan described in Code Section 414(n)(5) and are not covered in any qualified plan maintained by the Employer. The exclusion of Leased Employees for this purpose shall be applied on a uniform and consistent basis for all of the Employer's retirement plans. Highly Compensated Former Employees shall be treated as Highly Compensated Employees without regard to whether they performed services during the "determination year."

2.28 "Highly Compensated Participant" means any Highly Compensated Employee who is eligible to participate in the component of the Plan being tested.

2.29 "Hour of Service" means (1) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties (these hours will be credited to the Employee for the computation period in which the duties are performed); (2) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period (these hours will be calculated and credited pursuant to Labor Regulation § 2530.200b-2 which is incorporated herein by reference); (3) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement

or payment is made). The same Hours of Service shall not be credited both under (1) or (2), as the case may be, and under (3).

Notwithstanding (2) above, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of (2) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

For purposes of this Section, Hours of Service will be credited for employment with other Affiliated Employers. The provisions of Labor Regulation §§ 2530.200b-2(b) and (c) are incorporated herein by reference.

2.30 "Income" means the income or losses allocable to "excess amounts" which shall equal the allocable gain or loss for the "applicable computation period." The income allocable to "excess amounts" for the "applicable computation period" is determined by multiplying the income for the "applicable computation period" by a fraction. The numerator of the fraction is the "excess amount" for the "applicable computation period." The denominator of the fraction is the total "account balance" attributable to "Employer Contributions" as of the end of the "applicable computation period," reduced by the gain allocable to such total amount for the "applicable computation period" and increased by the loss allocable to such total amount for the "applicable computation period." The provisions of this Section shall be applied:

(a) For purposes of Section 5.2(f), by substituting:

(1) "Excess Salary Reduction Contributions" for "excess amounts";

(2) "Taxable year of the Participant" for "applicable computation period";

(3) "Salary Reduction Contributions" for "Employer Contributions"; and

(4) "Participant's Elective Account" for "account balance."

Income allocable to any distribution of Excess Salary Reduction Contributions on or before the last day of the taxable year of the Participant shall be calculated from the first day of the taxable year of the Participant to the date on which the distribution is made pursuant to either the "fractional method" described above or the "safe harbor method." Under such "safe harbor method," allocable Income for such period shall be deemed to equal ten percent (10%) of the Income allocable to such Excess Salary Reduction Contributions multiplied by the number of calendar months in such period. For purposes of determining the number of calendar months in such period, a distribution occurring on or before the fifteenth day of the month shall be treated as having been made on the last day of the preceding month and a distribution occurring after such fifteenth day shall be treated as having been made on the first day of the next subsequent month.

(b) For purposes of Section 5.6(a), by substituting:

(1) "Excess Contributions" for "excess amounts";

(2) "Plan Year for which the Excess Contributions were made" for "applicable computation period";

(3) "Elective Contributions" for "Employer Contributions"; and

(4) "Participant's Elective Account" for "account balance."

(c) For purposes of Section 5.8(a), by substituting:

(1) "Excess Aggregate Contributions" for "excess amounts";

(2) "Plan Year for which the Excess Aggregate Contributions were made" for "applicable computation period";

(3) "Employer Matching Contributions" made pursuant to Section 5.1(b) (to the extent such Employer Matching Contributions are not used to satisfy the "Actual Deferral Percentage" tests) and any qualified non-elective contributions or elective deferrals taken into account pursuant to Section 5.7(c)" for "Employer Contributions"; and

(4) "Participant's Account" for "account balance."

2.31 "Investment Manager" means an entity that (a) has the power to manage, acquire, or dispose of Plan assets and (b) acknowledges fiduciary responsibility to the Plan in writing. Such entity must be a person, firm, or corporation registered as an investment adviser under the Investment Advisers Act of 1940, a bank, or an insurance company.

2.32 "Key Employee" means, for purposes of determining whether the Plan is a Top-Heavy Plan under Section 10.2 and under Code Section 416(g), any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the "Determination Date" was an officer of the Employer having annual compensation greater than $130,000 (as adjusted under Code Section 416(i)(1)), a five-percent owner of the

Employer, or a one-percent owner of the Employer having 415 Compensation of more than $150,000. The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable Regulations and other guidance of general applicability issued thereunder.

(a) "Five percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of the Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than five percent (5%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Sections 414(b), (c), (m) and (o) shall be treated as separate employers.

(b) "One percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than one percent (1%) of the outstanding stock of the Employer or stock possessing more than one percent (1%) of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than one percent (1%) of the capital or profits interest in the Employer.

(c) In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Sections 414(b), (c), (m) and (o) shall be treated as separate employers. However, in determining whether an individual has 415 Compensation of more than $150,000, 415 Compensation from each employer required to be aggregated under Code Sections 414(b), (c), (m) and (o) shall be taken into account.

2.33 "Late Retirement Date" means a Participant's actual Retirement Date after having reached Normal Retirement Date.

2.34 "Leased Employee" means any person (other than an Employee of the recipient Employer) who pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which benefits are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include Compensation from the leasing organization that is attributable to services performed for the recipient Employer. A Leased Employee shall not be considered an Employee of the recipient Employer:

(a) if such employee is covered by a money purchase pension plan providing:

(1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code Section 415(c)(3), but including amounts which are contributed by the Employer pursuant to a salary reduction agreement which

are not includible in the gross income of the Participant under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b);

(2) immediate participation;

(3) full and immediate vesting; and

(b) if Leased Employees do not constitute more than 20% of the recipient Employer's non-highly compensated work force.

2.35 "Matching Contributions" means Plan contributions made by the Employer pursuant to Plan Section 5.1(b).

2.36 "Non-Highly Compensated Participant" means any Participant who is not a Highly Compensated Employee. However, for purposes of Section 5.5 and Section 5.7, if the prior year testing method is used, a Non-Highly Compensated Participant shall be determined using the definition of Highly Compensated Employee in effect for the preceding Plan Year.

2.37 "Non-Key Employee" means any Employee or former Employee (and such Employee's or former Employee's Beneficiaries) who is not, and has never been, a Key Employee.

2.38 "Normal Retirement Age" means the Participant's 62nd birthday. A Participant shall become fully Vested in the Participant's Account upon attaining Normal Retirement Age without regard to the period of the Participant's Years of Service for vesting purposes.

2.39 "Normal Retirement Date" means the date the Participant attains Normal Retirement Age.

2.40 "1-Year Break in Service" means, under the Hours of Service method, the applicable computation period during which an Employee has not completed more than 500 Hours of Service with the Employer. Further, solely for the purpose of determining whether a Participant has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." Years of Service and 1-Year Breaks in Service shall be measured on the same computation period.

Under the Elapsed Time Method, a "1-Year Break in Service" means a Period of Severance lasting at least one year.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the computation period in which the absence

from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

2.41 "Participant" means any Eligible Employee who participates in the Plan and has not for any reason become ineligible to participate further in the Plan.

2.42 "Participant Directed Account" or "Participant's Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedure.

2.43 "Participant Direction Procedure" means such instructions, guidelines or policies, the terms of which are incorporated herein, as are established pursuant to Section 5.12 and observed by the Administrator and applied to Participants who have Participant Directed Accounts.

2.44 "Participant's Account" means the account established and maintained by the Administrator for each Participant with respect to such Participant's total interest in the Plan and Trust resulting from Employer Contributions. A separate accounting shall be maintained with respect to that portion of the Participant's Account attributable to Matching Contributions made pursuant to Section 5.1(b) and any Employer Qualified Non-Elective Contributions made pursuant to Section 5.1(c) for the purpose of satisfying the tests of Section 5.7. In addition, a separate accounting shall be maintained with respect to that portion of the Participant's Account that is attributable to Employer contributions made under any predecessor profit sharing plan, including the Envision Utility Software Corporation Employees Defined Contribution Savings Plan.

2.45 "Participant's After-Tax Account" means the account established and maintained by the Administrator for each Participant with respect to such Participant's total interest in the Plan and Trust resulting from after-tax contributions, including mandatory and voluntary contributions made under the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan, the Kimble SelectRE Plan, and the Envision Utility Software Corporation Employees Defined Contribution Savings Plan. Until February 1, 2005, Participants were permitted to continue to make nondeductible employee contributions to the Plan.

2.46 "Participant's Combined Account" means the total aggregate amount of each Participant's Elective Account, Participant's After-Tax Account, Participant's Account, and except where specified otherwise, the Participant's Rollover Account.

2.47 "Participant's Designated Roth Account" means the sub-account within a Participant's Elective Account that is established and maintained by the Administrator for each Participant with respect to such Participant's total interest in the Plan and Trust

resulting from Designated Roth Contributions, except for Designated Roth Contributions that are accepted by the Plan as a "rollover" pursuant to Section 5.11(a) and included in a Participant's Rollover Account.

2.48 "Participant's Elective Account" means the account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan and Trust resulting from the Employer Elective Contributions used to satisfy the "Actual Deferral Percentage" tests. A separate accounting shall be maintained with respect to the portions of the Participant's Elective Account attributable to: (1) Elective Contributions made pursuant to Section 5.2 other than Designated Roth Contributions, (2) Elective Contributions made pursuant to Section 5.2 that are Designated Roth Contributions, and (3) any Employer Qualified Non-Elective Contributions made pursuant to Section 5.1(d) for the purposes of satisfying the tests of Section 5.5. Contributions and withdrawals of Designated Roth Contributions will be credited and debited to the Participant's Designated Roth Account maintained for each Participant within the Participant's Elective Account. The Plan will maintain a record of the amount of Designated Roth Contributions in each such Participant's Designated Roth Account. Gains, losses, and other credits or charges will be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and other sub-accounts within the Participant's Elective Account under the Plan. No contributions other than Designated Roth Contributions and properly attributable earnings will be credited to the Participant's Designated Roth Account.

2.49 "Participant's Rollover Account" means the account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from amounts transferred to this Plan from another plan or "conduit" Individual Retirement Account in accordance with Section 5.11(a). A separate accounting shall be maintained with respect to the portion of the Participant's Rollover Account attributable to a "rollover" of Designated Roth Contributions, including separate accounting for the portion of such "rollover" that is includible in gross income and the portion that is not includible in gross income, if applicable. Gains, losses, and other credits or charges will be separately allocated on a reasonable and consistent basis to each Participant's sub-account for "rollovers" of Designated Roth Contributions and other sub-accounts within the Participant's Rollover Account under the Plan.

2.50 "Plan" means this instrument, including all amendments thereto.

2.51 "Participating Employer" means an Affiliate of the Plan Sponsor which has adopted the Plan pursuant to Article XII, including Envision Utility Software Corporation. Effective July 1, 2009, Envision Utility Software Corporation ceased to employ any employees and therefore ended its role as a Participating Employer under the Plan.

2.52 "Plan Sponsor" means Pedernales Electric Cooperative, Inc., a rural electric cooperative organized under the nonprofit corporation laws of Texas and a tax-exempt organization described in Section 501(c)(12) of the Code.

2.53 "Plan Sponsor's Defined Benefit Plan" means the Pedernales Electric Cooperative, Inc. Employees Defined Benefit Retirement Plan, originally effective January 1, 1964.

2.54 "Plan Year" means the Plan's accounting year of twelve (12) months commencing on January 1st of each year and ending the following December 31st.

2.55 "PTO Payment" means an amount payable to a Participant under the Plan Sponsor's paid time off policy, as it may be amended from time to time, in connection with an annual or other "trade-outs" or buybacks of paid time off or unused paid time off balance upon termination of employment, as applicable.

2.56 "Qualified Joint and Survivor Annuity" means an annuity that commences immediately and that is paid for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% of and is not greater than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of a single life annuity for the Participant.

2.57 "Qualified Matching Contribution" means any Employer Contribution made pursuant to Section 5.1(c) and Section 5.8(b). Such contributions shall be used to satisfy the "Actual Contribution Percentage" tests.

2.58 "Qualified Non-Elective Contribution" means any Employer Contributions made pursuant to Section 5.1(c) and Section 5.6(b). Such contributions shall be considered an Elective Contribution for the purposes of the Plan and used to satisfy the "Actual Deferral Percentage" tests.

2.59 "Regulation" or "Treasury Regulation" means the Regulations promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

2.60 "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

2.61 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, whether such retirement occurs on a Participant's Normal Retirement Date or Late Retirement Date (see Section 7.1).

2.62 "Salary Reduction Contributions" means Plan contributions made as a result of the salary reduction elections of Participants pursuant to Plan Section 5.2; provided, however, that Catch-up Contributions made under Section 5.2(a)(3) with respect to payroll periods beginning on or before January 1, 2020, were not Salary Reduction Contributions for purposes of the Employer Matching Contribution provisions in Section 5.1.

2.63 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated other than by death, Total and Permanent Disability or retirement.

2.64 "Top-Heavy Plan" means a plan described in Section 10.2(a).

2.65 "Top-Heavy Plan Year" means a Plan Year during which the Plan is a Top-Heavy Plan.

2.66 "Total and Permanent Disability" means a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing usual and customary employment with the Employer and is likely to result in death or is expected to continue for a period of at least six months. A Participant shall be considered to have a Total and Permanent Disability only if he or she meets at least one of the following criteria:

(a) The Participant has been determined to be disabled for purposes of the Social Security Act.

(b) The Participant has been determined to be disabled for purposes of his or her Employer's long-term disability plan.

2.67 "Trustee" means the person(s) or entity named as trustee herein or in any separate trust forming a part of this Plan, and any successors.

2.68 "Trust Fund" means the assets of the Plan and Trust as such assets exist from time to time.

2.69 "Valuation Date" means the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participant's accounts during the Plan Year, which may include any day that the Trustee, any transfer agent appointed by the Trustee or the Employer, or any stock exchange used by such agent, is open for business.

2.70 "Vested" means the nonforfeitable portion of any account maintained on behalf of a Participant.

2.71 "Year of Service" means the following:

(a) For purposes of eligibility for participation, Year of Service means:

(1) For Employees in classes or job descriptions requiring at least 1,000 Hours of Service per year and Employees employed by Envision Utility Software Corporation on December 31, 2007 (or who are reemployed thereafter by an Employer prior to incurring a Break in Eligibility Service under the provisions of the Envision Plan), an elapsed period of 12 consecutive months of Service commencing with the date on which the Employee first performs an Hour of Service. Subsequent computation periods shall begin on the anniversary date of the initial computation period.

(2) For Employees in classes or job descriptions requiring less than 1,000 Hours of Service per year, the computation period of twelve (12)

consecutive months, herein set forth, during which an Employee is credited with at least 1000 Hours of Service. The initial eligibility computation period shall begin with the date on which the Employee first performs an Hour of Service. The eligibility computation period beginning after a 1-Year Break in Service shall be measured from the date on which an Employee again performs an Hour of Service. The eligibility computation period shall shift to the Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service.

(b) For vesting purposes, Years of Service are determined on the Elapsed Time Method.

(c) For purposes of both eligibility and vesting, all Years of Service with the Plan Sponsor and with Kimble Electric Cooperative, Inc. shall be recognized. In addition, all Years of Service under the Envision Utility Software Corporation Employees Defined Contribution Savings Plan shall be recognized for purposes of eligibility and vesting hereunder. All Years of Service in ineligible classes shall be recognized at such time as the ineligible employee becomes an Eligible Employee.

(d) The computation period shall be the Plan Year if not otherwise set forth herein.

(e) Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Labor Regulation §2530.203-2(c).

(f) Years of Service with the Employer or an Affiliated Employer shall be recognized for purposes of eligibility and vesting. In addition, upon the Employer's or an Affiliated Employer's acquisition of one or more employees as the result of a merger or other acquisition of a business or assumption of operations of a business, or as the result of similar circumstances, the Employer may elect to grant Years of Service to such acquired Employees for all or part of the period of such Employees' service with the employer whose business or operations are assumed or which has been merged into the Employer or an Affiliated Employer.

ARTICLE III
ADMINISTRATION

3.1 POWERS AND RESPONSIBILITIES OF THE PLAN SPONSOR

(a) In addition to the general powers and responsibilities otherwise provided for in this Plan, the Plan Sponsor shall be empowered to appoint and remove the Trustee and the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan, the Code, and the Act. The Plan Sponsor may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Plan Sponsor deems necessary or desirable in connection with the exercise of its fiduciary duties under this

Plan. The Administrator may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employers, to the extent not paid by the Employers.

(b) The Administrator may, by written agreement or designation, appoint at its option an Investment Manager, investment adviser, or other agent to provide direction to the Trustee with respect to any or all of the Plan assets. Such appointment shall be given by the Administrator in writing in a form acceptable to the Trustee and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have authority to direct the investment.

(c) The Plan Sponsor shall establish a "funding policy and method," i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Plan Sponsor or its delegate shall communicate such needs and goals to the Trustee, which shall, to the extent appropriate and applicable, coordinate such Plan needs with its investment policy. The communication of such a "funding policy and method" shall not, however, constitute a directive to the Trustee as to the investment of the Trust Funds. Such "funding policy and method" shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act.

(d) The Plan Sponsor shall periodically review the performance of any Fiduciary or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Plan Sponsor or by a qualified person specifically designated by the Plan Sponsor, through day-to-day conduct and evaluation, or through other appropriate ways.

3.2 DESIGNATION OF ADMINISTRATOR

The Plan Sponsor shall be the Administrator unless it appoints another person or committee to serve in that capacity. The Plan Sponsor may appoint any person, including, but not limited to, the Employees of the Employers, as Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Plan Sponsor. Upon the resignation or removal of any individual performing the duties of the Administrator, the Plan Sponsor may designate a successor.

3.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, the responsibilities of each Administrator may be specified by the Plan Sponsor and accepted in writing by each Administrator. In the event that no such delegation is made by the Plan Sponsor, the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Plan Sponsor and the Trustee in writing of such action and specify the responsibilities of each Administrator. The Trustee thereafter shall accept and rely

upon any documents executed by the appropriate Administrator until such time as the Plan Sponsor or the Administrators file with the Trustee a written revocation of such designation.

3.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have full power and discretionary authority to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Code Section 401(a), and shall comply with the terms of the Act and all regulations issued pursuant thereto. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan.

The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the terms of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) to compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(c) to authorize and direct the Trustee with respect to all nondiscretionary or otherwise directed disbursements from the Trust;

(d) to maintain all necessary records for the administration of the Plan;

(e) the discretion to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(f) to determine the size and type of any annuity contract to be purchased from any insurer, and to designate the insurer from which such annuity contract shall be purchased;

(g) to compute and certify to the Employers and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Plan;

(h) to consult with the Plan Sponsor and the Trustee regarding the short and long term liquidity needs of the Plan in order that the Trustee can exercise any investment discretion in a manner designed to accomplish specific objectives;

(i) to prepare and implement a procedure to notify Eligible Employees that they may elect to have a portion of their Compensation deferred or paid to them in cash;

(j) to determine the validity of, and take appropriate action with respect to, any qualified domestic relations order received by it; and

(k) to assist any Participant regarding the Participant's rights, benefits, or elections available under the Plan.

Furthermore, the Administrator shall have the authority to review and settle all claims against the Plan, including claims wherein the amount of benefit payable cannot be calculated under the Plan's formula. This authority shall permit the Administrator to settle, in its sole discretion, disputed claims for benefits and any other disputed claims made against the Plan.

3.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, policies, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Department of Labor, Participants, Beneficiaries and others as required by law.

3.6 APPOINTMENT OF ADVISERS

The Administrator, or the Trustee with the consent of the Administrator, may appoint counsel, specialists, advisers, agents (including nonfiduciary agents) and other persons as the Administrator or the Trustee deems necessary or desirable in connection with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and to Plan Participants.

3.7 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless paid by the Employers. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any Named Fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator or the Trustee in carrying out the instructions of Participants as to the directed investment of their accounts and other specialists and their agents, the costs of any bonds required pursuant to Section 412 of the Act, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

3.8 INDEMNIFICATION OF ADMINISTRATORS

In addition to whatever rights of indemnification the Plan Sponsor's or other Employers' directors, officers, and employees may have under the Plan Sponsor's or other Employers' articles of incorporation, bylaws, regulations, or any agreement or provision of law, whenever such persons are appointed to serve in any fiduciary or ministerial capacity hereunder or otherwise are delegated any power, authority, or responsibility hereunder, the Plan Sponsor shall satisfy any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement (other than amounts paid in settlement not approved by the Plan Sponsor) in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercising or failure to exercise by such person or persons of any of the powers, authority, responsibilities, or discretion as provided under the Plan or reasonably believed by such persons to be provided hereunder and any action taken by such person or persons in connection herewith, unless the same is judicially determined to be the result of such person's or persons' gross negligence or willful misconduct.

3.9 CLAIMS PROCEDURE

(a) Method of Making Claim. Claims for benefits under the Plan may be filed with the Administrator on forms supplied by the Employers. An authorized representative of a claimant may act on behalf of a claimant, provided that the representative is appointed in a writing that is signed by the claimant and supplied to the Administrator. The term "claimant," when used in this procedure and in the claims review procedure below, shall include a duly appointed representative.

(b) Time and Manner of Giving Notice of Adverse Benefit Determination. If a claim is wholly or partially denied, the Administrator shall notify the claimant of the adverse benefit determination no later than 90 days after the claim was received by the Plan. This period begins when a claim is received by the Plan, whether or not the claim contains all information necessary to make a benefit determination.

If the Administrator determines that special circumstances require more time to process a claim, this period may be extended up to a maximum of 90 additional days. If such an extension is required, the Administrator shall give written notice no later than 90 days after the claim was received by the Plan. The written notice shall describe the special circumstances requiring the extension and the expected date by which the benefit determination will be made.

In its consideration of the claim, the Administrator shall consult the documents and instruments constituting the Plan and all other documents that may have a bearing on its interpretation, including past interpretations or claims of the same general type. The Administrator shall also, where appropriate, consult Internal Revenue Service, Department of Labor, or other governmental or private publications or authorities which may assist the Administrator to interpret Plan language or administrative procedures.

Notice of adverse benefit determination described in this section shall be given in writing.

(c) Content of Notice of Adverse Benefit Determination. Notice of an adverse benefit determination described in this section must set forth in a manner calculated to be understood by the claimant:

(1) the specific reason(s) for the adverse determination;

(2) specific Plan provisions upon which the determination is based;

(3) a description and explanation of any additional material or information needed for the claimant to perfect the claim;

(4) a description of the Plan's review procedures and applicable time limits; and

(5) a statement of the claimant's right to bring a civil action under Section 502(a) of the Act following an adverse benefit determination on review.

3.10 CLAIMS REVIEW PROCEDURE

(a) Request for Review. If the Administrator makes an adverse benefit decision as described above, a claimant may request that the Administrator review the claim and the adverse benefit determination. The claimant must make this request no later than 60 days after receiving the written notice provided for above. This period begins when a request for review is filed in accordance with the Plan's reasonable procedures, whether or not the request for review contains all information necessary to make a benefit determination.

A claimant may submit written comments, documents, records, or other information relating to the claim for consideration in the review. The review shall take into account all such information submitted by the claimant, regardless of whether it was submitted or considered in the initial benefit determination.

Upon request, the claimant shall have reasonable access to and free copies of all documents, records, and other information that is relevant to the claim. A document, record or other information shall be considered to be relevant to a claim if it:

(1) was relied upon, submitted, considered or generated in the course of making the benefit determination; or

(2) demonstrates compliance with the administrative processes and safeguards required in the making of the benefit determination.

The Administrator shall notify the claimant of the determination on review not later than 60 days after the receipt of the claimant's request for review. If the Administrator determines that special circumstances require more time to process the review of a claim, this period may be extended up to a maximum of 60 additional days. If such an extension is required, the Administrator shall give written notice no later than 60 days after the receipt of the request for review. The written notice shall describe the

special circumstances requiring the extension and the expected date by which the review determination will be made. If the Administrator extends the review period due to a claimant's failure to submit information necessary to decide a claim, the deadline by which the Administrator must make its determination on review shall be suspended from the date on which it notifies the claimant of the extension until the date the claimant responds to the request for additional information.

(b) Notice of Decision on Review. The Administrator shall notify a claimant in writing of the benefit determination on review. If the benefit determination is adverse, the notification shall set forth in a manner calculated to be understood by the claimant:

(1) the specific reason(s) for the adverse determination;

(2) specific Plan provisions upon which the determination is based;

(3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant (as defined above) to the claim for benefits;

(4) a statement describing any voluntary appeal procedures offered by the Plan;

(5) a statement of the claimant's right to bring a civil action under Section 502(a) of the Act; and

(6) the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

This claims procedure is designed so as not to contain any provision that unduly inhibits or hampers the initiation or processing of claims for benefits, nor shall it be administered in such a manner. Specifically, no fee shall be charged as a prerequisite to making a claim or appealing an adverse benefit decision.

ARTICLE IV
ELIGIBILITY

4.1 ELIGIBILITY AND PARTICIPATION

Each Eligible Employee shall be eligible to make Salary Reduction Contributions pursuant to Section 5.2 as of the first administratively feasible pay period coinciding with or next following the later of (a) the effective date of this provision, and (b) the Eligible Employee's Employment Commencement Date ("Entry Date"). An Eligible Employee shall become a Participant in the Plan effective as of such Entry Date, provided the Eligible Employee was still employed as of the Employee's effective date of participation. A rehired Eligible Employee will also be eligible to make Salary Reduction Contributions pursuant to Section 5.2 as of the first administratively feasible pay period coinciding with or next following the Eligible Employee's

Reemployment Commencement Date. Prior to January 1, 2020, an Eligible Employee who was not in a job classification or job description requiring at least 1,000 Hours of Service within a 12-month period was required to complete one (1) Year of Service as determined under Section 2.71(a)(2) in order to make Salary Reduction Contributions.

Each Eligible Employee shall be eligible to receive Matching Contributions as of the first pay period following the date on which such Eligible Employee has completed six (6) consecutive Months of Service ("Match Entry Date"). Prior to January 1, 2020, an Eligible Employee who was not in a job classification or job description requiring at least 1,000 Hours of Service within a 12-month period was required to complete one (1) Year of Service as determined under Section 2.71(a)(2) in order to receive Matching Contributions.

If an Eligible Employee is entitled to recognition of service with a predecessor employer for purposes of the eligibility rules in this Section 4.1, such Employee will become eligible to receive Matching Contributions as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise reached the Employee's Match Entry Date had the service with the predecessor employer been service with the Employer. Notwithstanding any other provision of this Section, any Employee who was a Participant in the Plan or in the Envision Utility Software Corporation Defined Contribution Savings Plan on December 31, 2007 shall continue to participate in the Plan.

4.2 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employers. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan and the Act. Such determination shall be subject to review pursuant to Sections 3.9 and 3.10.

4.3 TERMINATION OF ELIGIBILITY

In the event that a Participant who was previously an Eligible Employee becomes ineligible, such Former Participant shall continue to vest in the Plan for each Year of Service completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. During such time, the Former Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund.

4.4 OMISSION OF ELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, then the Participant's Employer shall make a subsequent contribution, if necessary after the application of Section 5.4(e), so that the omitted Employee receives a total amount which the Employee would have received (including both Employer Contributions and earnings thereon) had the Employee not been omitted. Such contribution shall be made regardless of whether it is deductible in whole or in part to the Employer in any taxable year under applicable provisions of the Code.

4.5 INCLUSION OF INELIGIBLE EMPLOYEE

If in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and discovery of such inclusion is not made until after a contribution for the year has been made and allocated, the Employer shall not be entitled to recover the contribution made with respect to the ineligible person. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made. Notwithstanding the foregoing, any Salary Reduction Contributions made by an ineligible person shall be distributed to the person (along with any earnings attributable to such Salary Reduction Contributions).

4.6 REHIRED EMPLOYEES AND BREAKS IN SERVICE

(a) Participation.

(1) A Former Participant shall participate in the Plan as of the date of reemployment or return to an eligible class.

(2) A rehired Eligible Employee who had fulfilled the requirements of Section 4.1 for participation in Salary Reduction Contributions and Matching Contributions prior to severance from employment may participate in such contributions immediately upon reemployment unless the Employee has incurred a 1-Year Break in Service. If a 1-Year Break in Service was incurred, the Employee's prior service will be disregarded for eligibility purposes, and the Eligible Employee shall be treated as a new employee.

(3) A rehired Eligible Employee who had not fulfilled the requirements of Section 4.1 for participation in Salary Reduction Contributions and Matching Contributions prior to severance from employment shall continue to earn service credit for eligibility purposes upon reemployment unless the Employee has incurred a 1-Year Break in Service. If a 1-Year Break in Service was incurred, the Employee's prior service will be disregarded for eligibility purposes, and the Eligible Employee shall be treated as a new employee for purposes of such contributions.

(b) Vesting. All Years of Service, as defined for vesting purposes under Section 2.71, shall be credited for all Accounts under the Plan. Accordingly, upon the re-employment of a Former Participant whose Participant's Account was previously distributed, any Forfeiture shall be restored to the Account automatically.

ARTICLE V
CONTRIBUTION AND ALLOCATION

5.1 FORMULA FOR DETERMINING EMPLOYER CONTRIBUTION

For each Plan Year, the Employer shall contribute to the Plan:

(a) Salary Reduction Contributions: The amount of the total salary reduction elections of all Participants made pursuant to Section 5.2(a), which amount shall be deemed an Employer Elective Contribution. As provided in Section 5.2(c), the interest of a Participant in the Salary Reduction Contributions allocated to his account will always be 100% vested.

(b) Matching Contribution: A Matching Contribution in an amount determined below, on behalf of each Participant who is eligible to share in Matching Contributions for the Plan Year.

(1) On behalf of each Participant described in (A), (B), or (C) below, a Matching Contribution equal to the sum of (i) 500% of the Participant's Salary Reduction Contribution made pursuant to Section 5.2(a)(1) (from Compensation derived from "base rate of pay"), limited to 2% of such Compensation; and (ii) 500% of the Participant's Salary Reduction Contribution made pursuant to 5.2(a)(2) (from Compensation derived from bonuses and PTO Payments), limited to 2% of such Compensation. Only those Participants who are described in (A), (B), or (C) below and have made a Salary Reduction Contribution in accordance with Section 5.2(a)(1) and/or Section 5.2(a)(2) for a given payroll period shall receive a Matching Contribution for that payroll period under this paragraph.

A Participant eligible under this paragraph is:

(A) A Participant whose first day of employment with the Plan Sponsor or any Participating Employer is on or after July 1, 2005,

(B) A Participant whose first day of employment with the Plan Sponsor or any Participating Employer is before July 1, 2005, but who is not eligible to participate in the Plan Sponsor's Defined Benefit Plan because the Participant had not satisfied that plan's eligibility requirements by December 31, 2005, or

(C) Any former Employee who is not eligible to participate in the Plan Sponsor's Defined Benefit Plan because his or her first day of reemployment with the Plan Sponsor or any Participating Employer is on or after August 15, 2005.

(2) On behalf of each Participant who is not described in (1) above, a Matching Contribution equal to the sum of (i) 300% of the Participant's Salary Reduction Contribution made pursuant to Section 5.2(a)(1) (from Compensation derived from "base rate of pay"), limited to 2% of such Compensation; and (ii) 300% of the Participant's Salary Reduction Contribution made pursuant to 5.2(a)(2) (from Compensation derived from bonuses and PTO Payments), limited to 2% of such Compensation. Only those Participants who are described in this paragraph and have made a Salary Reduction Contribution for a given payroll period shall receive a Matching Contribution for that payroll period under this paragraph.

(3) In addition, effective as of January 1, 2019, each Participant who receives Matching Contributions based on Salary Reduction Contributions made during a Plan Year and who either (i) is employed on the last day of such Plan Year, or (ii) terminates employment during such Plan Year on account of death, reaching Retirement Date, or becoming Totally and Permanently Disabled, shall be eligible to receive an "Adjustment Matching Contribution" in accordance with this Section 5.1(b)(3) with respect to such Plan Year. An. Adjustment Matching Contribution will be treated as a Matching Contribution for purposes of the Plan and will equal the difference between:

(A) The Matching Contribution amount the Participant would have received under paragraph (b)(1) or (2) above, as applicable, for the Plan Year, when taking into account the aggregate amount of Salary Reduction Contributions made during the entire Plan Year and the aggregate Compensation for such Plan year; and

(B) The amount of Matching Contributions the Participant is credited with under paragraph (b)(1) or (2) above for the Plan Year, without regard to the application of this Section 5.1(b)(3).

The Adjustment Matching Contribution for Plan Year 2019 shall only take into account Salary Reduction Contributions made from a Participant's "base rate of Pay," because in Plan Year 2019 Compensation meant only "base rate of pay." The Adjustment Matching Contribution for Plan Years commencing after December 31, 2019 shall take into account Salary Reduction Contributions made from a Participant's "base rate of pay" and from bonus and PTO Payments, based on the revised definition of Compensation in effect for such period

Adjustment Matching Contributions will be calculated and allocated to eligible Participants' accounts as soon as practicable after the close of each Plan Year.

(4) The portion of the Participant's Account that is attributable to Matching Contributions shall serve as the Plan's funding standard account for purposes of Section 412 of the Code, to the extent applicable to the Plan prior to January 1, 2002.

(c) Qualified Non-Elective Contribution, Qualified Matching Contribution: In the discretion of the Plan Sponsor, an Employer Qualified Non-Elective Contribution may be made for the purpose of adjusting the Actual Deferral Percentage tests of Section 5.5 and/or a Qualified Matching Contribution may be made for the purpose of adjusting the Actual Contribution Percentage tests of Section 5.7.

(d) Top Heavy Minimum Contribution: Additionally, to the extent necessary, the Plan Sponsor shall direct the Employers to contribute to the Plan the amount necessary to provide the top heavy minimum contribution.

All contributions by the Employer shall be made in cash or in such property as is acceptable to the Trustee.

5.2 PARTICIPANT'S SALARY REDUCTION ELECTION

(a) Elections.

(1) Salary Reduction Contributions: In General. Each Participant may elect to defer a portion of the Participant's Compensation that is derived from the Participant's "base rate of pay" (as defined in Section 2.10), specified in whole percentages of at least 2%, which would have been received in the Plan Year (except for the deferral election), up to the least of (A) 75% of such Compensation, (B) the maximum amount which will not cause the Plan to violate the provisions of Sections 5.5(a) and 5.9 (relating to Maximum Annual Additions), and (C) the current 402(g) Limit described in Subsection (e). Notwithstanding anything to the contrary in the Plan, an Eligible Employee who has met the eligibility requirements set forth in Section 4.1 will be deemed to have elected to contribute 2% of such Participant's Compensation that is derived from the Participant's base rate of pay to the Plan for each Plan Year, unless such Eligible Employee has, as of January 1, 2020, (i) affirmatively elected not to participate in the Plan, or (ii) elected to contribute an amount greater than 2% of such Participant's Compensation to the Plan. Such deemed election will be implemented in accordance with uniform and nondiscriminatory procedures to be established by the Administrator, and Salary Reduction Contributions due to a deemed election will generally begin as soon as administratively practicable after an Eligible Employee meets the eligibility requirements set forth in Section 4.1.

(2) A Participant may make a separate, affirmative salary reduction election to defer a portion of the Participant's Compensation, if any, that is derived from all bonuses and PTO Payments payable to the Participant, in accordance with uniform and nondiscriminatory procedures to be established by the Administrator, specified in whole percentages of at least 2%, which would have been received in the Plan Year (except for the deferral election), up to the least of (A) 75% of such Compensation, (B) the maximum amount which will not cause the Plan to violate the provisions of Sections 5.5(a) and 5.9 (relating to Maximum Annual Additions), and (C) the current 402(g) Limit described in Subsection (e). When applying the limitations in paragraphs (B) and (C) of this Subsection (a)(2), any Salary Reduction Contributions made from "regular base pay" under Subsection (a)(1) shall also be taken into account..

(3) All Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Plan Year may separately elect to make Catch-up Contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan

implementing the requirements of Code Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-up Contributions. Notwithstanding anything to the contrary above, in the event that a Participant who has reached the 402(g) Limit described in Subsection (e) for a particular year is otherwise eligible to make Catch-Up Contributions to the Plan, such Participant will be deemed to have elected to continue making contributions in the form of Catch-Up Contributions. Any portion of such a Participant's Salary Reduction Contributions that would otherwise be prohibited or distributed from the Plan in order to satisfy the 402(g) Limit will be recharacterized and deferred to the Plan as Catch-Up Contributions, in an amount equal to the lesser of (A) the amount of the excess Salary Reduction Contributions under the 402(g) Limit or (B) the statutory limit on Salary Reduction Contributions under Code Section 414(v). A Participant who does not desire to make Catch-Up Contributions for a Plan Year pursuant to these procedures must advise the Administrator prior to the last day of such Plan Year.

A deferral election described in this Section 5.2(a) (or modification of an earlier election) may not be made with respect to Compensation which is currently available on or before the date the Participant executed such election, and shall remain in effect until terminated or modified. The total amount by which a Participant's Compensation is reduced under this Section 5.2(a) shall be that Participant's Salary Reduction Contributions and shall be treated as an Employer Elective Contribution and allocated to that Participant's Elective Account.

(b) A Participant may irrevocably designate all or a portion of the Participant's Salary Reduction Contribution made pursuant to Section 5.2(a) as a Designated Roth Contribution that is includible in the Participant's gross income at the time deferred, pursuant to Code Section 402A and any applicable guidance or regulations issued thereunder. A Participant may change such designation prospectively with respect to future Salary Reduction Contributions pursuant to the election procedures of Subsection 5.2(i)(2). The Administrator will maintain all such contributions made pursuant to Code Section 402A separately in the Participant's Designated Roth Account pursuant to Section 2.47 and shall make distributions in accordance with the Plan unless required to do otherwise by Code Section 402A and any applicable guidance or regulations issued thereunder.

For purposes of this Section, Compensation shall be determined prior to any reductions made pursuant to Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(l)(B), 403(b) or 457(b), and before determining any Employee contributions described in Code Section 414(h)(2) that are treated as Employer Contributions.

(c) Vesting. The balance in each Participant's Elective Account shall be fully Vested at all times and, except as otherwise provided herein, shall not be subject to Forfeiture for any reason.

(d) Distribution Limitations. Notwithstanding anything in the Plan to the contrary, amounts held in the Participant's Elective Account may not be distributable (including any offset of loans) earlier than:

(1) severance from employment, Total and Permanent Disability, or death;

(2) a Participant's attainment of age 59 ½, as provided in Section 7.9;

(3) the termination of the Plan without the existence at the time of Plan termination of another defined contribution plan or the establishment of a successor defined contribution plan by the Employer or an Affiliated Employer within the period ending twelve months after distribution of all assets from the Plan maintained by the Employer. For this purpose, a defined contribution plan does not include an employee stock ownership plan (as defined in Code Section 4975(e)(7) or 409), a simplified employee pension plan (as defined in Code Section 408(k)), or a simple individual retirement account plan (as defined in Code Section 408(p)); or

(4) the proven financial hardship of a Participant. This Plan provides no hardship distribution.

(e) 402(g) Limit. If a Participant's Salary Reduction Contributions under this Plan together with any elective deferrals (as defined in Regulation §1.402(g)-l(b)) under another qualified cash or deferred arrangement (as described in Code Section 401(k)), a simplified employee pension (as described in Code Section 408(k)(6)), a simple individual retirement account plan (as described in Code Section 408(p)), a salary reduction arrangement (within the meaning of Code Section 3121(a)(5)(D)), a deferred compensation plan under Code Section 457(b), or a trust described in Code Section 501(c)(18) cumulatively exceed the limitation imposed by Code Section 402(g) (as adjusted annually in accordance with the method provided in Code Section 415(d) pursuant to Regulations) for such Participant's taxable year, the Participant may, not later than March 1 following the close of the Participant's taxable year, notify the Administrator in writing of such excess and request that the Participant's Salary Reduction Contributions under this Plan be reduced by an amount specified by the Participant. In such event, the Administrator may direct the Trustee to distribute such excess amount (and any Income allocable to such excess amount) to the Participant not later than the first March 15th following the close of the Participant's taxable year. Any distribution of less than the entire amount of Excess Salary Reduction Contributions and Income shall be treated as a pro rata distribution of Excess Salary Reduction Contributions and Income. The amount distributed shall not exceed the Participant's Salary Reduction Contributions under the Plan for the taxable year (and any Income allocable to such excess amount). Any distribution on or before the last day of the Participant's taxable year must satisfy each of the following conditions:

(1) the distribution must be made after the date on which the Plan received the Excess Salary Reduction Contributions;

(2) the Participant shall designate the distribution as Excess Salary Reduction Contributions; and

(3) the Plan must designate the distribution as a distribution of Excess Salary Reduction Contributions.

Any distribution made pursuant to this Section 5.2(e) shall be made first from unmatched pre-tax Salary Reduction Contributions, then from unmatched Salary Reduction Contributions which are Designated Roth Contributions, then from matched pre-tax Salary Reduction Contributions, and finally from matched Salary Reduction Contributions which are Designated Roth Contributions. Matching Contributions which relate to such Salary Reduction Contributions shall be forfeited.

(f) 402(g) Limit Correction. If a Participant's Salary Reduction Contributions under this Plan together with any elective deferrals (as defined in Regulation §1.402(g)-1(b)) under another qualified cash or deferred arrangement (as described in Code Section 401(k)), a simplified employee pension (as described in Code Section 408(k)(6)), a simple individual retirement account plan (as described in Code Section 408(p)), a salary reduction arrangement (within the meaning of Code Section 3121(a)(5)(D)), a deferred compensation plan under Code Section 457(b), or a trust described in Code Section 501(c)(18) cumulatively exceed the limitation imposed by Code Section 402(g) (as adjusted annually in accordance with the method provided in Code Section 415(d) pursuant to Regulations) for such Participant's taxable year, the Participant may, not later than March 1 following the close of the Participant's taxable year, notify the Administrator in writing of such excess and request that the Participant's Salary Reduction Contributions under this Plan be reduced by an amount specified by the Participant. In such event, the Administrator may direct the Trustee to distribute such excess amount (and any Income allocable to such excess amount) to the Participant not later than the first March 15th following the close of the Participant's taxable year. Any distribution of less than the entire amount of Excess Salary Reduction Contributions and Income shall be treated as a pro rata distribution of Excess Salary Reduction Contributions and Income. The amount distributed shall not exceed the Participant's Salary Reduction Contributions under the Plan for the taxable year (and any Income allocable to such excess amount). Any distribution on or before the last day of the Participant's taxable year must satisfy each of the following conditions:

(1) the distribution must be made after the date on which the Plan received the Excess Salary Reduction Contributions;

(2) the Participant shall designate the distribution as Excess Salary Reduction Contributions; and

(3) the Plan must designate the distribution as a distribution of Excess Salary Reduction Contributions.

Any distribution made pursuant to this Section 5.2(f) shall be made first from unmatched pre-tax Salary Reduction Contributions, then from unmatched Salary Reduction Contributions which are Roth 401(k) Contributions, then from matched

pre- tax Salary Reduction Contributions, and finally from matched Salary Reduction Contributions which are Roth 401(k) Contributions. Matching Contributions which relate to such Salary Reduction Contributions shall be forfeited.

(g) Excess Contributions Offset. Notwithstanding Section 5.2(f) above, a Participant's Excess Salary Reduction Contributions shall be reduced, but not below zero, by any distribution of Excess Contributions pursuant to Section 5.6(a) for the Plan Year beginning with or within the taxable year of the Participant.

(h) Distribution. At Normal Retirement Date, or such other date when the Participant is entitled to receive benefits, the fair market value of the Participant's Elective Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

(i) Election Procedures. The Employer and the Administrator shall implement the salary reduction elections provided for herein in accordance with the following:

(1) Subject to paragraph (a)(1) above, a Participant may make an initial salary deferral election within a reasonable time after entering the Plan pursuant to this Section 5.2. If the Participant elects not to participate in the Plan, or has not affirmatively elected to make deferrals with respect to bonuses and PTO Payments as described in paragraph (a)(2) above, then such Participant may thereafter make an election in accordance with the rules governing modifications. The Participant shall make such an election by entering into a salary reduction agreement with the Employer and filing such agreement with the Administrator. Such election shall initially be effective beginning with the pay period following the acceptance of the salary reduction agreement by the Administrator, shall not have retroactive effect, and shall remain in force until revoked or modified.

(2) A Participant may modify a prior election during the Plan Year and concurrently make a new election by filing notice with the Administrator within a reasonable time before the pay period for which such modification is to be effective. Modifications to a salary deferral election, including an election applicable to a bonus or PTO Payment, shall be permitted as of any pay period and shall take effect beginning with the pay period following the acceptance of the salary reduction agreement by the Administrator. A modification shall not have retroactive effect and shall remain in force until revoked.

(3) A Participant may elect to prospectively revoke the Participant's salary reduction agreement in its entirety at any time during the Plan Year by providing the Administrator with 30 days notice of such revocation (or upon such shorter notice period as may be acceptable to the Administrator). Such revocations are permitted as of any pay period and shall become effective beginning with the pay period following the acceptance of the salary reduction agreement by the Administrator. Furthermore, except as permitted under Section 5.9(c) and Treas. Reg. § 1.401(k)-1(e)(8) relating to certain post-employment

compensation and compensation paid to Participants in military service, and except with respect to any Salary Reduction Contribution concerning a PTO Payment to be made upon termination of employment, the termination of the Participant's employment, or the cessation of participation for any reason, shall be deemed to revoke any salary reduction agreement then in effect, effective immediately following the close of the pay period within which such termination or cessation occurs.

5.3 TIME OF PAYMENT OF EMPLOYER CONTRIBUTION

Except for Employer Elective Contributions made to implement Participants' salary reduction elections and as otherwise specifically provided herein, the Employer shall make its Matching Contributions to the Plan for a particular Plan Year on a payroll-by-payroll basis, as the Matching Contributions accrue, with no true-up at the end of the Plan Year. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Trustee the Plan Year for which the Employer is making the contribution.

5.4 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) Accounts. The Administrator shall establish and maintain an account in the name of each Participant to which the Administrator shall credit, as of each Anniversary Date or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) Allocation. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer Contributions for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate such contribution as follows:

(1) Employer Elective Contribution: With respect to the Employer Elective Contribution of Salary Reduction Contributions made pursuant to Section 5.1(a), to each Participant's Elective Account in an amount equal to each such Participant's Salary Reduction Contributions for the year.

(2) Matching Contribution: With respect to the Matching Contribution made pursuant to Section 5.1(b), to each Participant's Account in accordance with Section 5.1(b).

(3) Qualified Non-Elective Contribution. In the event that the Employer elects to make a Qualified Non-Elective Contribution pursuant to the terms of Section 5.6(b) below for the purpose of enabling the Plan to satisfy one of the tests set forth in Section 5.5, to Non-Highly Compensated Participants as described in Section 5.6(b)

(4) Qualified Matching Contribution. In the event that the Employer elects to make a Qualified Matching Contribution pursuant to the terms of section

5.8(b) below for the purpose of enabling the Plan to satisfy one of the tests set forth in Section 5.7, to Non-Highly Compensated Participants as described in Section 5.8(b).

(c) Earnings and Losses. As of each Valuation Date, before the allocation of Employer Contributions and Forfeitures for the current valuation period, any earnings or losses (net appreciation or net depreciation) of the Trust Fund shall be allocated in the same proportion that each Participant's and Former Participant's nonsegregated accounts bear to the total of all Participants' and Former Participants' nonsegregated accounts as of such date. Participants' Rollover Accounts shall share in any earnings and losses (net appreciation or net depreciation) of the Trust Fund in the manner provided above. Each segregated account, if any, maintained on behalf of a Participant shall be credited or charged with its separate share of earnings and losses. Earnings or losses with respect to a Participant's Directed Account shall be allocated in accordance with Section 5.12.

(d) Forfeitures. On or before each Anniversary Date any amounts which became Forfeitures since the last Anniversary Date shall first be made available to reduce the Employer's Matching Contribution for any portion of the Plan Year, then to pay any administrative expenses of the Plan, to satisfy any contribution that may be required pursuant to Section 4.4 and/or 7.7, or to reinstate previously forfeited account balances of Former Participants, if any, in accordance with Section 4.6(b). In the event, however, that the allocation of Forfeitures provided herein causes the Annual Addition (as defined in Section 5.9) to any Participant's Account to exceed the amount allowable by the Code, the excess shall be reallocated in accordance with Section 5.10.

(e) Top-Heavy Allocations. For any Top-Heavy Plan Year, Non-Key Employees not otherwise eligible to share in the allocation of contributions and Forfeitures as provided above shall receive the minimum allocation provided for in paragraph (1) below if eligible pursuant to the provisions of paragraph (3) below.

(1) Minimum Allocations Required for Top-Heavy Plan Years. For any Top-Heavy Plan Year, the sum of the Employer Contributions and Forfeitures allocated to the Participant's Combined Account of each Non-Key Employee shall be equal to at least three percent (3%) of such Non-Key Employee's "415 Compensation" (reduced by contributions and forfeitures, if any, allocated to each Non-Key Employee in any defined contribution plan included with this Plan in a Required Aggregation Group). However, if (1) the sum of the Employer Contributions and Forfeitures allocated to the Participant's Combined Account of each Key Employee for such Top-Heavy Plan Year is less than three percent (3%) of each Key Employee's "415 Compensation" and (2) this Plan is not required to be included in an Aggregation Group to enable a defined benefit plan to meet the requirements of Code Section 401(a)(4) or 410, the sum of the Employer Contributions and Forfeitures allocated to the Participant's Combined Account of each Non-Key Employee shall be equal to the largest percentage allocated to the Participant's Combined Account of any Key Employee. In determining whether a Non-Key Employee has received the required minimum allocation, such Non-Key Employee's Salary Reduction Contributions and Matching Contributions needed

to satisfy the "Actual Deferral Percentage" tests pursuant to Section 5.5(a) or the "Actual Contribution Percentage" tests pursuant to Section 5.7(a) shall not be taken into account. No such minimum allocation shall be required in this Plan for any Non-Key Employee who participates in another defined contribution plan subject to Code Section 412 included with this Plan in a Required Aggregation Group.

(2) For purposes of the minimum allocations set forth above, the percentage allocated to the Participant's Combined Account of any Key Employee shall be equal to the ratio of the sum of the Employer Contributions and Forfeitures allocated on behalf of such Key Employee divided by the "415 Compensation" for such Key Employee.

(3) For any Top-Heavy Plan Year, the minimum allocations set forth above shall be allocated to the Participant's Combined Account of all Non-Key Employees who are Participants and who are employed by the Employer on the last day of the Plan Year, including Non-Key Employees who have (1) failed to complete a Year of Service and (2) declined to make any mandatory contributions or, in the case of a cash or deferred arrangement, elective contributions to the Plan. However, if a Non-Key Employee Participant in this Plan is also a Participant in the Plan Sponsor's Defined Benefit Plan, the top heavy minimum benefit shall be provided under the Defined Benefit Plan. For purposes of determining the top-heavy ratio, the actuarial assumptions for computing the present value of accrued benefits shall be 5% annual interest rate and post-retirement mortality under the 1984 Unisex Pensioner Mortality Table with a 3-year setback for all Participants.

(4) Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and Section 5.4(g) of the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401(m).

(f) Delayed Data. Notwithstanding anything in this Section to the contrary, when all information necessary to properly reflect a given transaction is not available until after the date specified herein for processing such transaction, the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and the correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

(g) 410(b) Fail-Safe Provision. Notwithstanding anything contained herein to the contrary, if this Plan would otherwise fail to meet the requirements of Code Section 410(b)(1) and the Regulations thereunder because Employer Contributions would not be allocated to a sufficient number or percentage of Participants for a Plan Year, then the following rules shall apply:

(1) The group of Participants eligible to share in the Employer Contributions and Forfeitures for the Plan Year shall be expanded to include the minimum number of Participants who would not otherwise be eligible and who are necessary to satisfy the applicable test specified above. The specific Participants who shall become eligible under the terms of this paragraph shall be those who have not separated from service prior to the last day of the Plan Year and have completed the greatest number of Hours of Service in the Plan Year.

(2) If after application of paragraph (1) above, the applicable test is still not satisfied, then the group of Participants eligible to share in the Employer Contributions and Forfeitures for the Plan Year shall be further expanded to include the minimum number of Participants who have separated from service prior to the last day of the Plan Year and are necessary to satisfy the applicable test. The specific Participants who shall become eligible to share shall be those Participants who have completed the greatest number of Hours of Service in the Plan Year before terminating employment.

(3) Nothing in this Section shall permit the reduction of a Participant's accrued benefit. Therefore, any amounts that have previously been allocated to Participants may not be reallocated to satisfy these requirements. Rather, the Employer shall make an additional contribution equal to the amount such affected Participants would have received had they been included in the allocations, even if it exceeds the amount which would be deductible under Code Section 404. Any adjustment to the allocations made pursuant to this paragraph shall be considered a retroactive amendment adopted by the last day of the Plan Year.

(4) Notwithstanding the foregoing, if the portion of the Plan which is not a Code Section 401(k) or 401(m) plan would fail to satisfy Code Section 410(b) if the coverage tests were applied by treating those Participants whose only allocation would otherwise be provided under the top-heavy formula as if they were not currently benefiting under the Plan, then, for purposes of this Section 5.4(g), such Participants shall be treated as not benefiting and shall therefore be eligible to be included in the expanded class of Participants who will share in the allocation provided under the Plan's non-top-heavy formula.

5.5 ACTUAL DEFERRAL PERCENTAGE TESTS

(a) Maximum Annual Allocation: The annual allocation derived from Employer Elective Contributions to a Highly Compensated Participant's Elective Account shall satisfy one of the following tests:

(1) The "Actual Deferral Percentage" for the Highly Compensated Participant group shall not exceed the "Actual Deferral Percentage" of the Non-Highly Compensated Participant group multiplied by 1.25, or

(2) The excess of the "Actual Deferral Percentage" for the Highly Compensated Participant group over the "Actual Deferral Percentage" for the Non-Highly Compensated Participant group shall not be more than 2 percentage points. Additionally, the "Actual Deferral Percentage" for the Highly Compensated Participant group shall not exceed the "Actual Deferral Percentage" for the Non-Highly Compensated Participant group (for the preceding Plan Year if the prior year testing method is used to calculate the "Actual Deferral Percentage" for the Non-Highly Compensated Participant group) multiplied by 2. The provisions of Code Section 401(k)(3) and Regulation §1.401(k)-2 are incorporated herein by reference. Pursuant to said Regulation, Qualified Matching Contributions may be taken into account for purposes of determining the "Actual Deferral Percentage" under this paragraph.

(b) For the purposes of this Section, "Actual Deferral Percentage" means, with respect to the Highly Compensated Participant group and Non-Highly Compensated Participant group for a Plan Year, the average of the ratios, calculated separately for each Participant in such group, of the amount of Employer Elective Contributions allocated to each Participant's Elective Account for such Plan Year, to such Participant's "414(s) Compensation" for such Plan Year. The actual deferral ratio for each Participant and the "Actual Deferral Percentage" for each group shall be calculated to the nearest one-hundredth of one percent. For this purpose, an Employer Elective Contribution shall be taken into account only if it relates to Compensation that either

(1) would have been received by the Participant in the Plan Year but for the Participant's election to defer under the Plan, or

(2) is attributable to services performed by the Participant in the Plan Year and, but for the Participant's election to defer, would have been received by the Participant within 2 ½ months after the close of the Plan Year.

Employer Elective Contributions allocated to each Non-Highly Compensated Participant's Elective Account shall be reduced by Excess Salary Reduction Contributions to the extent such excess amounts are made under this Plan or any other plan maintained by the Employer and by any Matching Contributions which relate to such Excess Salary Reduction Contributions.

(c) For the purposes of Sections 5.5(a) and 5.6, a "Highly Compensated Participant" and a "Non-Highly Compensated Participant" shall include any Employee eligible to make a deferral election pursuant to Section 5.2; whether or not such deferral election was made or suspended pursuant to Section 5.2.

(d) When calculating the "Actual Deferral Percentage" for the Non-Highly Compensated Participant group, the current year testing method shall be used. Any

change from the current year testing method to the prior year testing method shall be made pursuant to Internal Revenue Service Notice 98-1, Section VII (or superseding guidance), the provisions of which are incorporated herein by reference.

(e) Notwithstanding anything in this Section to the contrary, if a Highly Compensated Participant is eligible under more than one cash or deferred arrangement of the Employer, the provisions of this Section and Section 5.6 shall be applied to Employer Elective Contributions (and other contributions treated as Employer Elective Contributions) made for such Highly Compensated Participant as if such contributions had been made under a single arrangement, as provided in Regulation §1.401(k)-1(b)(4). For the purposes of this subsection and Code Sections 401(a)(4), 410(b) and 401(k), if two or more plans which include cash or deferred arrangements are considered one plan for the purposes of Code Section 401(a)(4) or 410(b) (other than Code Section 410(b)(2)(A)(ii)), the cash or deferred arrangements included in such plans shall be treated as one arrangement. In addition, two or more cash or deferred arrangements may be considered as a single arrangement for purposes of determining whether or not such arrangements shall be treated as one arrangement and as one plan for purposes of this subsection and Code Sections 401(a)(4), 410(b) and 401(k). Plans may be aggregated under this subsection only if they have the same plan year. If the cash or deferred arrangements have different plan years, this subsection shall be applied by treating all cash or deferred arrangements ending with or within the same calendar year as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under Regulations under Code Section 401(k).

(f) The provisions of Code Section 401(k)(3)(F) may be used to exclude from consideration all Non-Highly Compensated Employees who have not satisfied the minimum age and service requirements of Code Section 410(a)(1)(A).

5.6 ADJUSTMENT TO ACTUAL DEFERRAL PERCENTAGE TESTS

In the event (or if it is anticipated) that the initial allocations of the Employer Elective Contributions made pursuant to Section 5.4 do not or might not satisfy one of the tests set forth in Section 5.5(a), the Administrator shall adjust Excess Contributions pursuant to the options set forth below:

(a) Distribution of Excess Contributions. On or before the fifteenth day of the third month following the end of each Plan Year, but in no event later than the close of the following Plan Year, the Highly Compensated Participant having the largest dollar amount of Elective Contributions shall have a portion of such Participant's Elective Contributions distributed until the total amount of Excess Contributions has been distributed or until the amount of such Participant's Elective Contributions equals the Elective Contributions of the Highly Compensated Participant having the second largest dollar amount of Elective Contributions. This process shall continue until the total amount of Excess Contributions has been distributed. In determining the amount of Excess Contributions to be distributed with respect to an affected Highly Compensated Participant, such amount shall be reduced pursuant to Section 5.2(f) by any Excess Salary Reduction Contributions previously distributed to such affected Highly Compensated

Participant for such Participant's taxable year ending with or within such Plan Year and by any forfeited Matching Contributions which relate to such Excess Salary Reduction Contributions.

(1) With respect to the distribution of Excess Contributions pursuant to (a) above, such distribution:

(i) may be postponed but not later than the close of the Plan Year following the Plan Year to which it is allocable;

(ii) shall be made first from unmatched pre-tax Salary Reduction Contributions, then from unmatched Salary Reduction Contributions which are Designated Roth Contributions, then proportionately from matched pre-tax Salary Reduction Contributions and Matching Contributions which relate to such Salary Reduction Contributions, if used in the "Actual Deferral Percentage" tests pursuant to Section 5.5, and finally proportionately from matched Salary Reduction Contributions which are Designated Roth Contributions and Matching Contributions which relate to such Salary Reduction Contributions, if used in the "Actual Deferral Percentage" tests pursuant to Section 5.5;

(iii) shall be adjusted for Income; and

(iv) shall be designated by the Employer as a distribution of excess Contributions (and Income).

(2) Any distribution of less than the entire amount of Excess Contributions shall be treated as a pro rata distribution of Excess Contributions and Income.

(3) Matching Contributions which relate to Excess Contributions shall be forfeited unless the related matching contribution is distributed as an Excess Contribution pursuant to (1) above or as an Excess Aggregate Contribution pursuant to Section 5.8.

(4) Any Excess Contributions (and Income) which are distributed on or after the fifteenth day of the third month after the end of the Plan Year shall be subject to the ten percent Employer excise tax imposed by Code Section 4979.

(b) Qualified Non-Elective Contribution. Within twelve (12) months after the end of the Plan Year, the Employer may make a special Qualified Non-Elective Contribution on behalf of Non-Highly Compensated Participants in an amount sufficient to satisfy (or to prevent an anticipated failure of) one of the tests set forth in Section 5.5(a), provided that the conditions specified in Section 2.14 are met by such Qualified Non-Elective Contribution. Such contribution shall be allocated to the Participant's Elective Account of each Non-Highly Compensated Participant eligible to share in the

allocation under the method designated by the Employer for the Plan Year. The Employer shall provide the Administrator with a resolution of the Board of Directors describing the amount of the contribution being made and the method of allocation to be used, such method to be one of the following:

(1) Prorata to All NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants in the same proportion that each Non-Highly Compensated Participant's 414(s) Compensation for the year bears to the total 414(s) Compensation of all Non-Highly Compensated Participants for such year.

(2) Per Capita to All NHCPs. Such contribution shall be allocated in equal amounts (per capita) to all Non-Highly Compensated Participants.

(3) Prorata to All Electing NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants electing salary reductions pursuant to Section 5.2 in the same proportion that the Salary Reduction Contributions of each such Non-Highly Compensated Participant bears to the total Salary Reduction Contributions of all such Non-Highly Compensated Participants for such year.

(4) Per Capita to All Electing NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants electing salary reductions pursuant to Section 5.2 in equal amounts (per capita).

Any of the foregoing options may be modified at the Employer's discretion by application of the following rule: Non-Highly Compensated Participants who are not employed at the end of the Plan Year shall not be eligible to receive a special Qualified Non-Elective Contribution and shall be disregarded.

Further, if the testing method changes from the current year testing method to the prior year testing method, then for purposes of preventing the double counting of Qualified Non-Elective Contributions for the first testing year for which the change is effective, any special Qualified Non-Elective Contribution made on behalf of Non-Highly Compensated Participants and used to satisfy the "Actual Deferral Percentage" or "Actual Contribution Percentage" test under the current year testing method for the prior year testing year shall be disregarded.

(c) Reduction or Limitation of Deferrals. If, during a Plan Year, it is projected that the aggregate amount of Elective Contributions to be allocated to all Highly Compensated Participants under this Plan would cause the Plan to fail the tests set forth in Section 5.5(a), then the Administrator may automatically reduce the deferral amount of affected Highly Compensated Participants, beginning with the Highly Compensated Participant who has the highest deferral ratio until it is anticipated the Plan will pass the tests or until the actual deferral ratio equals the actual deferral ratio of the Highly Compensated Participant having the next highest actual deferral ratio. This process may continue until it is anticipated that the Plan will satisfy one of the tests set

forth in Section 5.5(a). Alternatively, the Employer may specify a maximum percentage of Compensation that may be deferred by Highly Compensated Participants.

5.7 ACTUAL CONTRIBUTION PERCENTAGE TESTS

(a) The "Actual Contribution Percentage" for the Highly Compensated Participant group shall not exceed the greater of:

(1) 125 percent of such percentage for the Non-Highly Compensated Participant group; or

(2) the lesser of 200 percent of such percentage for the Non-Highly Compensated Participant group, or such percentage for the Non-Highly Compensated Participant group plus 2 percentage points.

The provisions of Code Section 401(m) and Regulation §1.401(m)-1(b) are incorporated herein by reference.

(b) For the purposes of this Section and Section 5.8, "Actual Contribution Percentage" for a Plan Year means, with respect to the Highly Compensated Participant group and Non-Highly Compensated Participant group, the average of the ratios (calculated separately for each Participant in each group and rounded to the nearest one-hundredth of one percent) of:

(1) the sum of Matching Contributions made pursuant to Section 5.1 (b) (to the extent such Matching Contributions are not used to satisfy the "Actual Deferral Percentage" tests) on behalf of each such Participant for such Plan Year; to

(2) the Participant's "414(s) Compensation" for such Plan Year.

(c) For purposes of determining the "Actual Contribution Percentage," only Matching Contributions contributed to the Plan prior to the end of the succeeding Plan Year shall be considered. In addition, the Administrator may elect to take into account, with respect to Employees eligible to have Matching Contributions pursuant to Section 5.1 (b) allocated to their accounts (to the extent such Matching Contributions are not used to satisfy the "Actual Deferral Percentage" tests), elective deferrals (as defined in Regulation §1.402(g)-1(b)) and qualified non-elective contributions (as defined in Code Section 401(m)(4)(C)) contributed to any plan maintained by the Employer. Such elective deferrals and qualified non-elective contributions shall be treated as Matching Contributions subject to Regulation §1.401(m)-2(a)(6), which is incorporated herein by reference. However, the Plan Year must be the same as the plan year of the plan to which the elective deferrals and the qualified non-elective contributions are made.

(d) For purposes of Sections 5.7(a) and 5.8, a Highly Compensated Participant and Non-Highly Compensated Participant shall include any Employee eligible to have Matching Contributions (whether or not a deferral election was made or suspended) allocated to the Participant's account for the Plan Year.

(e) For the purpose of this Section, when calculating the "Actual Contribution Percentage" for the Non-Highly Compensated Participant group, the current year testing method shall be used. Any change from the current year testing method to the prior year testing method shall be made pursuant to Internal Revenue Service Notice 98-1, Section VII (or superseding guidance), the provisions of which are incorporated herein by reference.

(f) Notwithstanding anything in this Section to the contrary, if a Highly Compensated Participant is eligible under more than one plan of the Employer to which matching contributions or employee contributions may be made, the provisions of this Section and Section 5.8 shall be applied to Matching Contributions and employee contributions made for or by such Highly Compensated Participant as if such contributions had been made under a single arrangement, as provided in Regulation §1.401(m)-1(b)(4). For the purposes of this subsection and Code Sections 401(a)(4), 410(b) and 401(k), if two or more plans which include employee and matching contributions are considered one plan for the purposes of Code Section 401(a)(4) or 410(b) (other than Code Section 410(b)(2)(A)(ii)), the employee and matching contributions made under such plans shall be treated as one plan. In addition, two or more plans permitting employee and matching contributions may be considered as a single plan for purposes of determining whether or not such plans shall be treated as one plan for purposes of this subsection and Code Sections 401(a)(4), 410(b) and 401(k). Plans may be aggregated under this subsection only if they have the same plan year. If the plans under which employee and matching contributions are made have different plan years, this subsection shall be applied by treating all such plans ending with or within the same calendar year as a single plan. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under Regulations under Code Section 401(m).

(g) The provisions of Code Section 401(k)(3)(F) may be used to exclude from consideration all Non-Highly Compensated Employees who have not satisfied the minimum age and service requirements of Code Section 410(a)(1)(A).

5.8 ADJUSTMENT TO ACTUAL CONTRIBUTION PERCENTAGE TESTS

In the event (or if it is anticipated) that the "Actual Contribution Percentage" for the Highly Compensated Participant group exceeds (or might exceed) the "Actual Contribution Percentage" for the Non-Highly Compensated Participant group pursuant to Section 5.7(a), the Administrator shall adjust Excess Aggregate Contributions pursuant to the options set forth below:

(a) Distribution of Excess Aggregate Contributions. On or before the fifteenth day of the third month following the end of the Plan Year, but in no event later than the close of the following Plan Year, the Administrator shall direct the Trustee to distribute to the Highly Compensated Participant having the largest dollar amount of contributions determined pursuant to Section 5.7(b) the portion of such contributions (and Income allocable to such contributions) until the total amount of Excess Aggregate Contributions has been distributed, or until the Participant's remaining amount equals the

amount of contributions determined pursuant to Section 5.7(b) of the Highly Compensated Participant having the second largest dollar amount of contributions. This process shall continue until the total amount of Excess Aggregate Contributions has been distributed.

(1) Any distribution of less than the entire amount of Excess Aggregate Contributions (and Income) shall be treated as a pro rata distribution of Excess Aggregate Contributions and Income. Distribution of Excess Aggregate Contributions shall be designated by the Employer as a distribution of Excess Aggregate Contributions (and Income).

(2) Excess Aggregate Contributions shall be treated as Employer Contributions for purposes of Code Sections 404 and 415 even if distributed from the Plan.

(3) The determination of the amount of Excess Aggregate Contributions with respect to any Plan Year shall be made after first determining the Excess Contributions, if any, to be treated as after-tax voluntary Employee contributions due to recharacterization for the plan year of any other qualified cash or deferred arrangement (as defined in Code Section 401(k)) maintained by the Employer that ends with or within the Plan Year.

(4) Any Excess Aggregate Contributions (and Income) which are distributed on or after 2½ months after the end of the Plan Year shall be subject to the ten percent (10%) Employer excise tax imposed by Code Section 4979.

(b) Qualified Matching Contribution. Notwithstanding the above, within twelve (12) months after the end of the Plan Year, the Employer may make a special Qualified Matching Contribution in an amount sufficient to satisfy (or to prevent an anticipated failure of) one of the tests set forth in Section 5.7. Such contribution shall be allocated to the Participant's Account of each Non-Highly Compensated Participant eligible to share in the allocation in accordance under the method designated by the Employer for the Plan Year. The Employer shall provide the Administrator with written notification of the amount of the contribution being made and the method of allocation being used, such method to be one of the following:

(1) Prorata to All NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants in the same proportion that each Non-Highly Compensated Participant's 414(s) Compensation for the year bears to the total 414(s) Compensation of all Non-Highly Compensated Participants for such year.

(2) Per Capita to All NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants in equal amounts (per capita).

(3) Prorata to All Electing NHCPs. Such contribution shall be allocated to all Non-Highly Compensated Participants electing salary reductions pursuant to Section 5.2 in the same proportion that the Salary Reduction

Contributions of each such Non-Highly Compensated Participant bear to the total Salary Reduction Contributions of all such Non-Highly Compensated Participants for such year.

(4) Per Capita to All Electing NCHPs. Such contribution shall be allocated for the year to each Non-Highly Compensated Participant electing salary reductions pursuant to Section 5.2 in equal amounts (per capita).

Any of the foregoing options may be modified at the Employer's discretion by application of the following rule: Non-Highly Compensated Participants who are not employed at the end of the Plan Year shall not be eligible to receive a special Qualified Matching Contribution and shall be disregarded.

Further, if the testing method changes from the current year testing method to the prior year testing method, then for purposes of preventing the double counting of Qualified Matching Contributions for the first testing year for which the change is effective, any special Qualified Matching Contribution made on behalf of Non-Highly Compensated Participants and used to satisfy the "Actual Deferral Percentage" or "Actual Contribution Percentage" test under the current year testing method for the prior year testing year shall be disregarded.

(c) Reduction or Limitation of Deferrals. If, during a Plan Year, the projected aggregate amount of Matching Contributions to be allocated to all Highly Compensated Participants under this Plan would, by virtue of the tests set forth in Section 5.7(a), cause the Plan to fail such tests, then the Administrator may automatically reduce proportionately or in the order provided in Section 5.8(a) each affected Highly Compensated Participant's projected share of such contributions by an amount necessary to satisfy one of the tests set forth in Section 5.7(a).

5.9 MAXIMUM ANNUAL ADDITIONS

(a) Incorporation by Reference. Notwithstanding anything contained in this Plan to the contrary, the Plan shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder, the terms of which are specifically incorporated herein by reference. The limitation year of the Plan shall be the calendar year.

(b) Safe Harbor Compensation. For purposes of applying the limitations of Code Section 415, "415 Compensation" shall mean the Participant's Section 6401, 6051, and 6052 wages, as defined in Treas. Reg. § 1.415(c)-2(d)(4).

(c) Timing Rules for 415 Compensation. For purposes of this Section, the following provisions shall apply.

(1) Payment during the limitation year. Except as otherwise provided in this Subsection (c), in order to be taken into account for a limitation year, 415 Compensation must be actually paid or made available to an employee (or, if earlier, includible in the gross income of the employee) within the limitation year.

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

(2) Payment prior to severance from employment. Except as otherwise provided in this Subsection (c), in order to be taken into account for a limitation year, 415 Compensation must be paid or treated as paid to the employee (in accordance with the rules of paragraph (1) above) prior to the Participant's severance from employment (as defined in Treas. Reg. § 1.415(a)-1(f)(5)) with the Employer maintaining the plan.

(3) Certain minor timing differences. Notwithstanding the provisions of paragraph (c)(1) of this Section, 415 Compensation for a limitation year includes amounts earned during that limitation year but not paid during that limitation year solely because of the timing of pay periods and pay dates if—

(A) These amounts are paid during the first few weeks of the next limitation year;

(B) The amounts are included on a uniform and consistent basis with respect to all similarly situated employees; and

(C) No compensation is included in more than one limitation year.

(4) Compensation paid after severance from employment.

(A) In general. Any compensation described in paragraph (c)(4)(B) of this Section does not fail to be 415 Compensation merely because it is paid after the employee's severance from employment with the Employer, provided the compensation is paid by the later of 2½ months after severance from employment with the Employer or the end of the limitation year that includes the date of severance from employment with the Employer. In addition, amounts described in paragraph (c)(4)(C) of this Section are included in 415 Compensation if—

(i) Those amounts are paid by the later of 2½ months after severance from employment with the Employer or the end of the limitation year that includes the date of severance from employment with the Employer; and

(ii) Those amounts would have been included in the definition of 415 Compensation if they had been paid prior to the employee's severance from employment with the Employer.

(B) Regular pay after severance from employment. An amount is described in this paragraph (c)(4)(B) if—

(i) The payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the employee prior to a severance from employment if the employee had continued in employment with the Employer.

(C) Leave cashouts and deferred compensation. An amount is described in this paragraph (c)(4) if the amount is either—

(i) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the employee would have been able to use the leave if employment had continued; or

(ii) Received by an employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the employee at the same time if the employee had continued in employment with the employer and only to the extent that the payment is includible in the employee's gross income.

(D) Other post-severance payments. Any payment that is not described in paragraph (c)(4)(B) or (C) of this Section is not considered compensation under paragraph (c)(4)(A) of this Section if paid after severance from employment with the Employer, even if it is paid within the time period described in paragraph (c)(4)(A) of this Section. Thus, 415 Compensation does not include severance pay, or parachute payments within the meaning of Code Section 280G(b)(2), if they are paid after severance from employment with the Employer, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the severance from employment.

(5) Salary continuation payments for military service. The rule of paragraph (c)(2) of this Section does not apply to payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

5.10 ADJUSTMENT FOR EXCESSIVE ANNUAL ADDITIONS

(a) If, as a result of the allocation of Forfeitures, a reasonable error in estimating a Participant's Compensation, a reasonable error in determining the amount of

elective deferrals (within the meaning of Code Section 402(g)(3)) that may be made with respect to any Participant under the limits of the Code or other facts and circumstances, the annual additions under this Plan would cause the maximum annual additions to be exceeded for any Participant, the Administrator shall (1) direct the Trustee to distribute any such elective deferrals and earnings attributable thereto, to the extent that the distribution would reduce the "excess amount" in the Participant's accounts, and shall then, if further correction is required, (2) employ the correction methods set forth in Rev. Proc. 2006-27 (and its replacements). Distributions of elective deferrals and earnings attributable thereto made pursuant to this subsection shall be made first from unmatched pre-tax Salary Reduction Contributions and earnings attributable thereto, then from unmatched Salary Reduction Contributions which are Designated Roth Contributions and earnings attributable thereto, then from matched pre-tax Salary Reduction Contributions and earnings attributable thereto, and finally from matched Salary Reduction Contributions which are Designated Roth Contributions and earnings attributable thereto.

(b) For purposes of this Section, "excess amount" for any Participant for a limitation year shall mean the excess, if any, of (1) the annual additions which would be credited to his or her account under the terms of the Plan without regard to the limitations of Code Section 415 over (2) the maximum annual additions determined pursuant to Section 5.9.

5.11 ROLLOVERS FROM QUALIFIED PLANS

(a) Rollovers. With the consent of the Administrator, the Plan may accept a "rollover" made by an Eligible Employee, provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. Prior to accepting any "rollovers" to which this Section applies, the Administrator must reasonably conclude that the amounts to be rolled over to this Plan meet the requirements of this Section. The amounts rolled over shall be set up in a separate account herein referred to as a "Participant's Rollover Account." Such account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

For purposes of this Section, the term "rollover" means: (i) amounts transferred to this Plan directly from a qualified plan described in Code Section 401(a) or 403(a), or directly from an annuity contract described in Code Section 403(b); (ii) distributions received by an Employee from another qualified plan described in Code Section 401(a) or 403(a) or distributions received by an Employee from an annuity contract described in Code Section 403(b), which distributions are eligible for tax-free rollover and which are transferred by the Employee to this Plan within 60 days following receipt thereof; (iii) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which (A) were previously distributed to the Employee by another qualified plan described in Code Section 401(a) or 403(a), (B) were eligible for tax-free rollover, and (C) were deposited in such conduit individual retirement account within 60 days of receipt thereof; and (iv) amounts distributed to the Employee from a conduit individual retirement account meeting the requirements of clause (iii) above and transferred by the Employee to this Plan within 60 days of receipt thereof from such conduit individual retirement account. In

no event shall after-tax employee contributions be accepted as "rollovers" into this Plan except those after-tax employee contributions that were previously accepted by a plan that is subsequently merged into this Plan.

Notwithstanding the foregoing, the Plan may accept a "rollover" that consists of Designated Roth Contributions except with respect to: (i) any "rollover" of the non-taxable portion of an Eligible Employee's Designated Roth Contributions that is not made by a "direct rollover" (as defined in Section 7.10) and (ii) any "rollover" of Designated Roth Contributions from a Roth IRA described in Code Section 408A. Any rollover of Designated Roth Contributions shall be subject to the requirements of Code Section 402(c). If the Plan accepts a "direct rollover" of Designated Roth Contributions, the Trustee and the Administrator shall be entitled to rely on a statement from the distributing plan's administrator identifying (i) the Eligible Employee's basis in the rolled over amounts and (ii) the date on which the Eligible Employee's 5-taxable-year period of participation (as required under Code Section 402A(d)(2) for a qualified distribution of Designated Roth Contributions) started under the distributing plan. If the 5-taxable-year period of participation under the distributing plan would end sooner than the Eligible Employee's 5-taxable-year period of participation under the Plan, the 5-taxable-year period of participation applicable under the distributing plan shall continue to apply with respect to the "rollover" contribution and shall apply to Designated Roth Contributions made under this Plan.

(b) Trustee's Duties. Amounts in a Rollover Account shall be held by the Trustee pursuant to the provisions of this Plan. The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of this Plan.

(c) Distributions. Amounts in a Rollover Account may not be withdrawn by or distributed to the Participant, in whole or in part, except as provided in Section 7.9 and paragraphs (c) and (e) of this Section. At such date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Rollover Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distributions of amounts held in a Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Section 7.5, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

(d) Temporary Segregation. The Administrator may direct that Employee transfers and rollovers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the general Trust Fund or be directed by the Participant pursuant to Section 5.12.

(e) Protected Benefits. Notwithstanding anything herein to the contrary, a transfer directly to this Plan from another qualified plan described in Code Section 401(a)

or 403(a) (or a transaction having the effect of such a transfer) shall be permitted only if it will not result in the elimination or reduction of any "Section 411(d)(6) protected benefit" as described in Section 9.1.

5.12 DIRECTED INVESTMENT ACCOUNT

(a) In General. Participants may, subject to a procedure established by the Administrator (the Participant Direction Procedure) applied in a uniform nondiscriminatory manner, direct the Trustee, in writing (or in such other form which is acceptable to the Trustee), to invest all or a portion of their individual Combined Accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedure.

(b) Valuation. As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

(1) To the extent that the assets in a Participant's Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Directed Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and

(2) To the extent that the assets in the Participant's Directed Account are accounted for as segregated assets, the allocation of earnings, gains and losses from such assets shall be made on a separate and distinct basis.

(c) Time of Implementation. Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Trustee reserves the right not to value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Trustee. Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure. the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

5.13 QUALIFIED MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service will be provided in accordance with Code Section 414(u).

ARTICLE VI
VALUATIONS

6.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee, as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Employer or the Trust Fund. The Trustee may update the value of any shares held in a Participant Directed Account by reference to the number of shares held by that Participant, priced at the market value as of the Valuation Date.

6.2 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee may appraise such assets itself, or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VII
DETERMINATION AND DISTRIBUTION OF BENEFITS

7.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for the purposes hereof on the Participant's Normal Retirement Date. However, a Participant may postpone the termination of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 7.4, shall continue until such Participant's Late Retirement Date. Upon a Participant's Retirement Date or attainment of Normal Retirement Date without termination of employment with the Employer, or as soon thereafter as is practicable, the Trustee shall distribute, at the election of the Participant, all amounts, or any portion thereof, credited to such Participant's Combined Account in accordance with Sections 7.5 and 7.6.

7.2 DETERMINATION OF BENEFITS UPON DEATH

(a) Upon the death of a Participant before the Participant's Retirement Date or other termination of employment, all amounts credited to such Participant's Combined

Account shall become fully Vested. Unless otherwise elected by the Beneficiary, distribution of the Participant's Combined Account shall commence not later than 60 days after the close of the Plan Year in which such Participant's death occurs. The Administrator shall direct the Trustee, in accordance with the provisions of Sections 7.5 and 7.6, to distribute the value of the deceased Participant's accounts to the Participant's Beneficiary. For purposes of vesting upon death under this Subsection, a Participant who dies while performing "qualified military service" shall be treated as if the Participant had resumed employment with the Employer and then terminated employment on account of death. For purposes of this provision, "qualified military service" means any service in the uniformed services of the United States by any individual if such individual is entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 with respect to such service.

(b) Upon the death of a Former Participant, the Administrator shall direct the Trustee, in accordance with the provisions of Sections 7.5 and 7.6, to distribute any remaining Vested amounts credited to the accounts of a deceased Former Participant to such Former Participant's Beneficiary.

(c) Any security interest held by the Plan by reason of an outstanding loan to the Participant or Former Participant shall be taken into account in determining the amount of the death benefit.

(d) The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant or Former Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(e) The Beneficiary of the death benefit payable pursuant to this Section shall be the Participant's spouse. The Participant may, however, designate a Beneficiary other than the spouse if:

(1) the spouse has waived the right to be the Participant's Beneficiary, or

(2) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code Section 414(p) which provides otherwise), or

(3) the Participant has no spouse, or

(4) the spouse cannot be located.

The designation of a Beneficiary shall be made on a form satisfactory to the Administrator. A Participant may at any time revoke a designation of a Beneficiary or change a Beneficiary by filing written (or in such other form as permitted by the Internal Revenue Service) notice of such revocation or change with the Administrator. However,

the Participant's spouse must again consent in writing (or in such other form as permitted by the Internal Revenue Service) to any change in Beneficiary for which the spouse had the right to withhold consent unless the original consent acknowledged that the spouse had the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elected to relinquish such right.

(f) In the event that no valid designation of Beneficiary exists, or if the Beneficiary is not alive at the time of the Participant's death, the death benefit will be paid to:

(1) The Participant's surviving spouse;

(2) If there is no surviving spouse, then the duly appointed and qualified executor or other personal representative of the Participant;

(3) If no such representative is appointed and qualified within 6 months after the death of the Participant, then the Participant's heirs at law; or

(4) If none of the above applies, as may be directed by a court of competent jurisdiction.

If a Beneficiary does not predecease the Participant, but dies prior to full distribution of the death benefit, the death benefit will be paid to the Beneficiary's estate.

(g) Notwithstanding anything in this Section to the contrary, if a Participant has designated his or her spouse as a Beneficiary, then a divorce decree that relates to such spouse shall revoke the Participant's designation of the spouse as a Beneficiary unless one or more of the following conditions applies:

(1) A qualified domestic relations order (within the meaning of Code Section 414(p)) provides otherwise,

(2) The Participant designates the former spouse as his or her Beneficiary after the date of the divorce, or

(3) The Participant designates the former spouse (or prior to the divorce had designated the spouse) in the spouse's capacity as trustee or custodian for the Participant's minor Beneficiaries.

(h) Any consent by the Participant's spouse to waive any rights to the death benefit must be in writing (or in such other form as permitted by the Internal Revenue Service), must acknowledge the effect of such waiver, and be witnessed by a Plan representative or a notary public. Further, the spouse's consent must be irrevocable and must acknowledge the specific nonspouse Beneficiary.

7.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other termination of employment, all amounts credited to such Participant's Combined Account shall become fully Vested. In the event of a Participant's Total and Permanent Disability, the Administrator, in accordance with the provisions of Sections 7.5 and 7.6, shall direct the distribution to such Participant of all Vested amounts credited to such Participant's Combined Account. If such Participant elects, distribution shall commence as soon as reasonably practicable after determination of the existence of Total and Permanent Disability.

7.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) If a Participant's employment with the Employer is terminated prior to Normal Retirement Age for any reason other than death or Total and Permanent Disability, then the Participant shall be entitled to such benefits as are provided under this Section 7.4. If the Participant is reemployed prior to Normal Retirement Date and while receiving benefits, however, such distributions shall cease until the Participant reaches another distribution event under the Plan.

Distribution of the funds due to a Terminated Participant shall be made, at the election of the Participant, as soon as administratively feasible following termination of the Participant's employment. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 7.5 and 7.6, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

If the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed $1,000, then the Administrator shall direct the Trustee to cause the entire Vested benefit to be paid to such Participant in a single lump sum.

(b) Effective for a Participant who has an Hour of Service after December 31, 2013, the Vested portion of any Participant's Account attributable to Matching Contributions shall be a percentage of the total amount credited to the Participant's Account determined on the basis of the Participant's number of Years of Service according to the following schedule:

Vesting Schedule

Years of Service	Percentage
Less than 1	0%
1	33%
2	66%
3 or more	100%

For all other Participants, the following schedule shall continue to apply:

Vesting Schedule

Years of Service	Percentage
Less than 3	0%
3 or more	100%

Participants in the Kimble SelectRE Plan as of December 31, 2001, the date of the merger of such plan into this Plan, were 100% vested as of January 1, 2002.

(c) Notwithstanding the vesting schedule above, the Vested percentage of a Participant's Account shall not be less than the Vested percentage attained as of the later of the effective date or adoption date of this amendment and restatement.

(d) Notwithstanding the vesting schedule above, upon the complete discontinuance of the Employer Contributions to the Plan or upon any full or partial termination of the Plan, all amounts then credited to the account of any affected Participant shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(e) The computation of a Participant's nonforfeitable percentage of such Participant's interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. In the event that the Plan is amended to change or modify any vesting schedule, or if the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to a top heavy vesting schedule then each Participant with at least three (3) Years of Service as of the expiration date of the election period may elect to have such Participant's nonforfeitable percentage computed under the Plan without regard to such amendment or change. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(1) the adoption date of the amendment,

(2) the effective date of the amendment, or

(3) the date the Participant receives written notice of the amendment from the Employer or Administrator.

(f) An Employee shall be credited with Years of Service equal to the number of whole years of the Employee's Period of Service, whether or not such Periods of Service were completed consecutively. In determining such number of whole years of the Employee's Period of Service, the non-successive Periods of Service shall be aggregated, and less than whole-year Periods of Service (whether or not consecutive) shall be aggregated on the basis that 12 Months of Service (30 days are deemed to be a month in the case of aggregation of fractional months) or 365 days of service equal a whole Year of Service. In addition, the following Periods of Severance shall be taken into account:

(1) If an Employee severs from service by reason of a quit, discharge, or retirement and the Employee then performs an Hour of Service within 12 months of the Severance from Service Date, the Period of Severance shall be taken into account, and

(2) Notwithstanding paragraph (1) above, if an Employee severs from service by reason of a quit, discharge, or retirement during an absence from service of 12 months or less for any reason other than a quit, discharge, retirement, or death, and then performs an Hour of Service within 12 months of the date on which the Employee was first absent from service, the Period of Severance shall be taken into account.

After calculating an Employee's Period of Service in the manner described in this Subsection, any remaining less than whole-year, 12-month, or 365-day Period of Service may be disregarded.

(g) If any Former Participant is reemployed by the Employer before 5 consecutive 1-Year Breaks in Service, and such Former Participant had received a distribution of his or her entire Vested interest prior to reemployment, the forfeited account shall be reinstated only if the Participant repays the full amount distributed before the earlier of 5 years after the first date on which the Participant is subsequently reemployed by the Employer or the close of the first period of 5 consecutive 1-Year Breaks in Service commencing after the distribution. If a distribution occurs for any reason other than a separation from service, the time for repayment may not end earlier than 5 years after the date of separation. In the event the Former Participant does repay the full amount distributed, the undistributed portion of the Participant's account must be restored in full, unadjusted by any gains or losses occurring subsequent to the valuation date preceding termination.

7.5 DISTRIBUTION OF BENEFITS

(a) Form of Payment. The Administrator, pursuant to the election of the Participant (with spousal consent, if applicable), shall direct the Trustee to distribute to a Participant or such Participant's Beneficiary any amount to which the Participant is entitled under the Plan in one of the following methods:

(1) A single lump-sum payment or in partial lump-sum payments, each of which partial payments is less than the entire remaining Participant's Combined Account.

(2) A fixed number of monthly, quarterly, semi-annual, or annual installments over a specified period of time and subject to the provisions of Subsection (e) below. Subject to the consent of the Participant's spouse, a Participant may accelerate any such series of installments and receive the remainder of his or her Combined Account in the form of a lump sum.

(3) A nontransferable annuity contract purchased by the Administrator and distributed to the Participant. The terms of any such annuity contract

purchased and distributed to the Participant or spouse shall comply with all applicable terms of the Plan, including Subsection (d) below.

A Participant may designate the portion (if any) of a distribution from a Participant's Elective Account to be charged against the Participant's Designated Roth Account. Absent such designation, distributions made from a Participant's Elective Account shall be charged first against the Participant's Designated Roth Account.

(b) Cash-Outs and Required Consent. Any distribution to a Participant who has a benefit which exceeds $1,000 shall require such Participant's written (or other form permitted by the Internal Revenue Service) consent if such distribution occurs prior to the time the benefit is "immediately distributable." A benefit is "immediately distributable" if any part of the benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of the Participant's Normal Retirement Age or age 62. Any distribution to a Beneficiary or "alternate payee" (as defined in Section 7.8), however, shall require such Beneficiary's or alternate payee's consent only if the benefit exceeds $5,000. For purposes of such involuntary distributions to Beneficiaries and alternate payees (but not for purposes of involuntary distributions to Terminated Participants), the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meanings of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). If the value of the Terminated Participants' nonforfeitable account balance as so determined is $1,000 or less, the Plan shall immediately distribute the Participant's entire nonforfeitable account balance.

With regard to the required consent, the Participant, Beneficiary, or alternate payee must be informed of the right to defer receipt of the distribution. If a Participant, Beneficiary, or alternate payee fails to consent, it shall be deemed an election to defer the distribution of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Section 7.5(d).

(1) Notice of the rights specified under this paragraph shall be provided no less than 30 days and no more than 180 days before the date the distribution commences.

(2) Written (or other form permitted by the Internal Revenue Service) consent of the Participant to the distribution must not be made before the Participant, Beneficiary, or alternate payee receives the notice and must not be made more than 180 days before the date the distribution commences.

(3) No consent shall be valid if a significant detriment is imposed under the Plan on any Participant, Beneficiary, or alternate payee who does not consent to the distribution.

Any such distribution may commence less than 30 days after the notice required under Regulation §1.411(a)-11(c) is given, provided that: (1) the Administrator clearly

informs the Participant, Beneficiary, or alternate payee that he or she has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (2) the Participant, Beneficiary, or alternate payee, after receiving the notice, affirmatively elects a distribution.

(c) Retained Accounts. Any part of a Participant's benefit which is retained in the Plan after the Anniversary Date will not be credited with any further Employer Contributions or Forfeitures.

(d) Required Minimum Distributions. The requirements of this Subsection shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of the Plan.

(1) Code Section 401(a)(9). All distributions required under this Subsection shall be determined and made in accordance with the Regulations under Code Section 401(a)(9) and the minimum distribution incidental death benefit requirements of Code Section 401(a)(9)(G).

(2) Limits on Distribution Periods. As of the first distribution calendar year with respect to a Participant, distributions, if not made in a single lump sum, may be made over one of the following periods only (or a combination thereof):

(A) the life of the Participant,

(B) the life of the Participant and a Designated Beneficiary,

(C) a period certain not extending beyond the life expectancy of the Participant, or

(D) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a Designated Beneficiary.

(3) Required Beginning Date. A Participant's entire interest in the Plan shall be distributed or must begin to be distributed to the Participant no later than the Participant's required beginning date.

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

(A) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in paragraph (9), distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, except as provided in paragraph (9), distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no beneficiary designated as of the date of the Participant's death who remains a beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (4), other than subparagraph (4)(A), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph (4) and paragraphs (7) and (8), unless paragraph (4)(D) applies, distributions are considered to begin on the Participant's required beginning date. If subparagraph (4)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subparagraph (4)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (4)(A)), the date distributions are considered to begin is the date distributions actually commence.

(5) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single lump sum on or before the required beginning date, then as of the first distribution calendar year distributions will be made in accordance with paragraphs (6), (7), and (8) of this Subsection. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Regulations thereunder.

(6) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

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

(B) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation §1.401(a)(9)-9, Q&A-3, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under this paragraph (6) beginning with the first distribution calendar year and continuing up to and including the distribution calendar year that includes the Participant's date of death.

(7) Participant's Death On or After Date Required Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Treasury Regulation §1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated using the Single Life Table found in Treasury Regulation §1.401(a)(9)-9, Q&A-1, for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the beneficiary in the year

following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's date of death who remains a beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy under the Single Life Table, calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(8) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as provided in paragraph (9), if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in paragraph (7).

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subparagraph (4)(A), this paragraph (8) will apply as if the surviving spouse were the Participant.

(9) Election to Allow Participants or Beneficiaries to Elect 5-Year Rule. Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in paragraphs (4) and (8) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under paragraph (4), or by September 30 of the calendar year which contains the fifth anniversary

of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor the beneficiary makes an election under this paragraph, distributions will be made in accordance with paragraphs (4) and (8) and, if applicable, the elections in paragraphs (3)-(5) above.

(10) Definitions.

(A) Designated Beneficiary. The individual who is designated as the Beneficiary under Sections 2.6 and 7.2 of the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulations §1.401(a)(9)-4.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under paragraph (4). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(C) Life Expectancy. Life expectancy as computed by use of one of the following tables, as appropriate: (i) the Single Life Table, (ii) the Uniform Life Table, or (iii) the Joint and Last Survivor Table found in Treasury Regulation § 1.401(a)(9)-9.

(D) Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(E) Required Beginning Date. The required beginning date of a Participant is the April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires, provided, however, that this clause (ii) shall not apply in the case of a Participant who is a "five percent

owner" at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½.

(i) A Participant is treated as a "five percent owner" for purposes of this subparagraph (E) if such Participant is a "five (5) percent owner" as defined in Code §416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70 ½.

(ii) Once distributions have begun to a "five (5) percent owner" under this subparagraph (E), they must continue to be distributed, even if the Participant ceases to a five percent owner in a subsequent year.

(e) Annuity Contracts. All annuity contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity contract purchased and distributed to a Participant or spouse shall comply with all of the requirements of the Plan.

(f) Distribution of Combined Accounts. Notwithstanding anything contained herein to the contrary, and solely with respect to Participants who initially entered the Plan prior to January 1, 2020, this Subsection shall apply with respect to any distribution from the Plan.

(1) Qualified Joint and Survivor Annuity.

(i) General. Unless otherwise elected as provided below, the Combined Account of a Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall be paid in the form of a Qualified Joint and Survivor Annuity. If said Participant has elected a life annuity option under this Plan, the vested portion of the Participant's Combined Account shall be paid in the form of a Qualified Joint and Survivor Annuity, unless otherwise elected as provided below.

An unmarried Participant shall receive the value of his benefit in the form of a life annuity. Such unmarried Participant, however, may elect in writing to waive the life annuity. The election must comply with the provisions of Subsection 7.5(f)(1)(ii) of this Plan as if it were an election to waive the Qualified Joint and Survivor Annuity by a married Participant, but without the spousal consent requirement.

The Participant may elect to have any annuity provided for in this Section distributed upon the attainment of the "earliest retirement age" under the Plan. The "earliest retirement age" is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(ii) Election to Waive Qualified Joint and Survivor Annuity. Any election to waive the Qualified Joint and Survivor Annuity must be made by the Participant in writing during the election period and be consented to in writing by the Participant's spouse. If the spouse is legally incompetent to give consent, the spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a Beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the spouse expressly permits designations by the Participant without the requirement of further consent by the spouse). Such spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by his spouse may be revoked by the Participant in writing without the consent of the spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former spouse's waiver shall not be binding on a new spouse.

The election period to waive the Qualified Joint and Survivor Annuity shall be the 180-day period ending on the Annuity Starting Date.

(iii) Written Explanation of Qualified Joint and Survivor Annuity. With regard to the election, the Administrator shall provide to the Participant no less than 30 days and no more than 180 days before the Annuity Starting Date a written explanation of:

(1) a general description or written explanation of the Qualified Joint and Survivor Annuity and the circumstances in which it will be provided,

(2) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity,

(3) A general explanation of the relative financial effect on a Participant's benefit attributable to his or her Combined Account (or, if applicable, the vested portion thereof) of the failure to elect a single distribution,

(4) A statement that the Administrator will furnish the Participant, upon his or her written request, with an explanation in nontechnical language of the terms and conditions of the Qualified Joint and Survivor Annuity and the financial effect upon the Participant's benefit attributable to the Participant's Combined Account (or, if applicable, the vested portion thereof) of the failure to make such an election,

(5) the rights of the Participant's spouse under this Section, and

(6) the right of the Participant to revoke such election, and the effect of such revocation.

In the event that a Participant makes a timely request for the additional information specified in clause (4) above, the date by which the Participant must elect to receive a single distribution shall be extended to include at least the 180 days following the date the additional information is mailed or personally delivered to the Participant.

(iv) Optional Forms. In the event a married Participant duly elects pursuant to this Section not to receive his or her benefit in the form of a Qualified Joint and Survivor Annuity, or if such Participant is not married, in the form of a life annuity, then the Administrator shall direct the Trustee to distribute to a Participant or Beneficiary any amount to which he or she is entitled under the Plan in a form described in Subsection (a), as elected by the Participant (and spouse, if applicable) or Beneficiary.

(v) Cash-Out Distributions. If the value of the Participant's benefit under this Plan does not exceed $1,000, the Administrator shall immediately distribute such benefit without such Participant's consent. No distribution may be made under the preceding sentence after the Annuity Starting Date unless the Participant and the spouse consent in writing to such distribution.

(vi) Restrictions on Cash-Out Distributions in Excess of $1,000. Any distribution to a Participant who has a benefit which exceeds $1,000 shall require such Participant's written (or in such other form as permitted by the Internal Revenue Service) consent if such distribution commences prior to the time the benefit is "immediately distributable." A benefit is "immediately distributable" if any part of the benefit could be distributed to Participant (or surviving spouse) before the Participant attains (or

would have attained if not deceased) the later of Normal Retirement Age or age 62. Further, the spouse of a Participant must consent in writing to any immediate distribution. With regard to this required consent:

(1) No consent shall be valid unless the Participant has received a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan that would satisfy the notice requirements of Code Section 417.

(2) The Participant must be informed of the right to defer receipt of the distribution. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Subsection (d).

(3) Notice of the rights specified under this paragraph shall be provided no less than 30 days and no more than 180 days before the Annuity Starting Date.

(4) Written (or such other form as permitted by the Internal Revenue Service) consent of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than 180 days before the Annuity Starting Date.

(5) No consent shall be valid if a significant detriment is imposed under the Plan on any Participant who does not consent to the distribution.

(2) Qualified Preretirement Survivor Annuity.

(i) General. Unless otherwise elected as provided below, in the case of a Vested Participant (or former Vested Participant) who dies before the Annuity Starting Date and who has a surviving spouse, the Participant's Combined Account shall be paid to his or her surviving spouse in the form of a Qualified Preretirement Survivor Annuity.

The Participant's spouse may direct that payment of the Qualified Preretirement Survivor Annuity commence within a reasonable period after the Participant's death. If the spouse does not so direct, payment of such benefit will commence at the time the Participant would have attained the later of Normal Retirement

Age or age 62. However, the spouse may elect a later commencement date. Any distribution to the Participant's spouse shall be subject to the rules specified in Section 7.5(d).

(ii) Election to Waive Qualified Preretirement Survivor Annuity. Any election to waive the Qualified Preretirement Survivor Annuity before the Participant's death must be made by the Participant in writing during the election period and shall require the spouse's irrevocable written consent in the same manner provided for in Subsection (f)(1)(ii) with respect to Qualified Joint and Survivor Annuities. Further, the spouse's consent must acknowledge the specific nonspouse Beneficiary. Notwithstanding the foregoing, the nonspouse Beneficiary need not be acknowledged, provided the consent of the spouse acknowledges that the spouse has the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elects to relinquish such right.

The election period to waive the Qualified Preretirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and end on the date of the Participant's death. An earlier waiver (with spousal consent) may be made provided a written explanation of the Qualified Preretirement Survivor Annuity is given to the Participant and such waiver becomes invalid at the beginning of the Plan Year in which the Participant turns age 35. In the event a Vested Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of such separation from service.

(iii) Written Explanation. With regard to the election, the Administrator shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written explanation of the Qualified Preretirement Survivor Annuity containing comparable information to that required pursuant to Subsection (f)(1)(iii). For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:

(1) The period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(2) A reasonable period after the individual becomes a Participant;

(3) A reasonable period ending after the Plan no longer fully subsidizes the cost of the Qualified Preretirement Survivor Annuity with respect to the Participant;

(4) A reasonable period ending after Code Section 401(a)(11) applies to the Participant; or

(5) A reasonable period after separation from service in the case of a Participant who separates before attaining age 35. For this purpose, the Administrator must provide the explanation beginning one year before the separation from service and ending one year after such separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

For purposes of applying this Subsection (f)(2)(iii), a reasonable period ending after the enumerated events described in paragraphs (2), (3) and (4) is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date.

(iv) Cash-Out Distributions and Restrictions on Cash-Out Distributions. If the value of the Participant's benefit under this Plan does not exceed $5,000, the Administrator may immediately distribute such benefit without the consent of the Participant's spouse. No distribution may be made under the preceding sentence after the Annuity Starting Date unless the spouse consents in writing. If the value exceeds $5,000, an immediate distribution of such benefit shall require written consent of the surviving spouse. Any written consent required under this paragraph must be obtained not more than 180 days before commencement of the distribution and shall be made in a manner consistent with Subsection (f)(1)(iv). For purposes of such involuntary distributions to a spouse, the value of a Participant's benefit shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meanings of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). If the value of the Terminated Participant's benefit as so determined is $5,000 or less, the Plan shall immediately distribute the Participant's entire account balance.

(v) To the extent the death benefit is not paid in the form of a Qualified Preretirement Survivor Annuity, it shall be paid to the Participant's Beneficiary in a lump sum, or in any form

permitted by Subsection (a) or (f)(1)(i) above, except that a joint & survivor annuity shall not be available to any Beneficiary.

(g) Latest Distribution. Except as limited by this Section, whenever the Trustee is to make a distribution, the distribution may be made on such date or as soon thereafter as is practicable. However, unless a Former Participant elects in writing to defer the receipt of benefits (such election may not result in a death benefit that is more than incidental), the payment of benefits shall occur not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

(1) The date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein;

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

(3) The date the Participant terminates service with the Employer.

(h) Partially Vested Benefits. If a distribution is made to a Participant who is not fully Vested in the Participant's Account and the Participant may increase the Vested percentage in such account, then, at any relevant time the Participant's Vested portion of the account will be equal to an amount ("X") determined by the formula:

$$X = P(AB + D) – D$$

For purposes of applying the formula, P is the Vested percentage at the relevant time, AB is the account balance at the relevant time, and D is the amount of distribution.

7.6 DISTRIBUTION FOR MINOR OR INCOMPETENT BENEFICIARY

In the event a distribution is to be made to a minor or incompetent Beneficiary, then the Administrator may direct that such distribution be paid to the legal guardian, or if none in the case of a minor Beneficiary, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Trustee, Employer, and Plan from further liability on account thereof.

7.7 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all or any portion of the distribution payable to a Participant or Beneficiary hereunder, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remains unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be treated as a Forfeiture pursuant to the Plan. In the event a Participant or

Beneficiary is located subsequent to the Forfeiture, such benefit shall be restored, first from Forfeitures, if any, and then from an additional Employer contribution if necessary.

7.8 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the "earliest retirement age" under the Plan. Any distribution to an alternate payee shall require the alternate payee's consent only if the benefit exceeds $5,000. For purposes of such involuntary distributions to alternate payees, the value of the alternate payee's account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meanings of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). If the value of the account balance as so determined is $5,000 or less, the Plan shall immediately distribute the alternate payee's entire nonforfeitable account balance.

For the purposes of this Section, "alternate payee," "qualified domestic relations order" and "earliest retirement age" shall have the meaning set forth under Code Section 414(p).

7.9 IN-SERVICE DISTRIBUTION

(a) After-Tax Account, Rollover Account. A Participant may elect to commence distribution of the Participant's After-Tax Account and/or Rollover Account at any time.

(b) Other Accounts. At such time as a Participant has attained the age of 59½ years or at any time thereafter, he or she may elect to commence distribution of all or a portion of any amounts held in the Participant's Elective Account and/or vested amounts held in the Participant's Account.

(c) Continued Participation. In the event that a distribution is made to a Participant under this Section, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Eligible Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Article VIII, including, but not limited to, all applicable notice and consent requirements.

7.10 DIRECT ROLLOVER

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible rollover distribution" that is equal to at least $500 paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." In applying the $500 minimum on rollovers of a portion of a distribution, any "eligible rollover distribution"

from a Participant's Designated Roth Account will be considered separately from any "eligible rollover distribution" from the remainder of the Participant's Elective Account.

(b) For purposes of this Section the following definitions shall apply:

(1) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); any hardship distribution; the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV); and any other distribution that is reasonably expected to total less than $200 during a year.

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

(2) An "eligible retirement plan" is any of the following that accepts the "distributee's" "eligible rollover distribution": a qualified trust described in Code Section 401(a); an annuity plan described in Code Section 403(a); an annuity contract described in Code Section 403(b); an individual retirement account described in Code Section 408(a); an individual retirement annuity described in Code Section 408(b); an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan; and a Roth IRA described in Code Section 408A. The Administrator shall not be responsible for determining the eligibility of any "distributee" to make a rollover to a Roth IRA. For distributions made to a non-spouse Designated Beneficiary, an "eligible retirement plan" is limited to an individual retirement account described in Code Section 408(a) and an individual retirement annuity described in Code Section 408(b).

(3) A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the

Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p) are "distributees" with regard to the interest of the spouse or former spouse. A "distributee" also includes a non-spouse Designated Beneficiary.

(4) A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

ARTICLE VIII
TRUST

8.1 SEPARATE TRUST INSTRUMENT

The Plan Sponsor has entered a separate agreement with a Trustee to provide for the holding of the assets of the Trust. The terms of such separate trust instrument are incorporated herein for all purposes to the extent not in conflict with the terms of the Plan. In the event of such conflict, the terms of the Plan shall prevail.

8.2 LOANS TO PARTICIPANTS

(a) The Trustee shall, if directed by the Administrator in its discretion, make loans to Participants and Beneficiaries under the following circumstances: (1) loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis; (2) loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Participants and Beneficiaries; (3) loans shall bear a reasonable rate of interest; (4) loans shall be adequately secured; and (5) loans shall provide for periodic repayment over a reasonable period of time.

(b) Loans made pursuant to this Section (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall, in accordance with a uniform and nondiscriminatory policy established by the Administrator, be limited to the lesser of:

(1) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) one-half (½) of the present value of the non-forfeitable accrued benefit of the Participant under the Plan.

For purposes of this limit, all plans of the Employer shall be considered one plan.

(c) Loans shall provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years from the date of the loan. In addition, prior to January 1, 2008, "principal residence" loans were permitted under the Envision Utility Software Corporation Employees Defined Contribution

Savings Plan. Such loans, used to acquire any dwelling unit which, within a reasonable time, were to be used (determined at the time the loan is made) as a "principal residence" of the Participant, shall provide for periodic repayment over a reasonable period of time that may exceed five (5) years and shall not be deemed to be in default merely because of the discontinuance of the "principal residence" portion of the Plan's loan program. For this purpose, a "principal residence" has the same meaning as a "principal residence" under Code Section 1034. Loan repayments may be suspended under this Plan as permitted under Code Section 414(u)(4) (for Participants performing service in the uniformed services of the United States) and/or under Regulation § 1.72(p)-1, Q&A-9 (for Participants on certain leaves of absence).

(d) Loans to a married Participant whose Combined Account exceeds $5,000 shall be made only after the Participant has obtained consent of the spouse to enforcement of the loan against the Account. (In addition, the Administrator may require spousal consent for loans not exceeding $5,000 as a matter of policy.) Spousal consent shall be obtained no earlier than the beginning of the 90-day period that ends on the date on which the loan is to be made. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the account balance is used for renegotiation, extension, renewal, or other revision of the loan.

(e) Unless the Participant or Beneficiary has elected to direct the investment of his or her account pursuant to the Participant Direction Procedure, all loans shall be considered investments of the Trust and shall be made (or withheld) primarily in the interest of the Participants and Beneficiaries as a whole.

(f) Any loans granted or renewed shall be made pursuant to a Participant loan program approved by the Administrator. Such loan program shall be established in writing and must include, but need not be limited to, the following:

(1) the identity of the person or positions authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) the account or accounts from which loans may be made;

(5) limitations, if any, on the types and amounts of loans offered;

(6) the procedure under the program for determining a reasonable rate of interest;

(7) the types of collateral which may secure a Participant loan; and

(8) the events constituting default and the steps that will be taken to preserve Plan assets.

Such Participant loan program shall be contained in a separate written document which, when properly approved by the Administrator, is hereby incorporated by reference and made a part of the Plan. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section.

(g) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section, then the loan default will be a deemed distribution to the extent provided by the Code and Regulations.

(h) Notwithstanding anything in this Section to the contrary, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan as in effect at the time such loan was made.

8.3 AUDIT

(a) If an audit of the Plan's records should be required by the Act and the regulations thereunder for any Plan Year, the Administrator shall engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, to the extent required by the Administrator, furnish to the Administrator and the Trustee a report of the audit setting forth the accountant's opinion as to whether any statements, schedules or lists that are required by Act Section 103 or the Secretary of Labor to be filed with the Plan's annual report are presented fairly in conformity with generally accepted accounting principles applied consistently.

(b) All auditing and accounting fees shall be an expense of and may, at the election of the Plan Sponsor, be paid from the Trust Fund.

(c) If some or all of the information necessary to enable the Administrator to comply with Act Section 103 is maintained by a bank, insurance company, or similar institution regulated, supervised, and subject to periodic examination by a state or federal agency, then it shall transmit and certify the accuracy of that information to the Administrator as provided in Act Section 103 (b) within one hundred twenty (120) days after the end of the Plan Year or by such other date as may be prescribed under regulations of the Secretary of Labor.

ARTICLE IX
AMENDMENT, TERMINATION AND MERGERS

9.1 AMENDMENT

(a) The Plan Sponsor shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment which affects the

rights, duties or responsibilities of the Trustee or Administrator may only be made with the Trustee's or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee hereunder.

(b) No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

(c) Except as permitted by Regulations (including Regulation §1.411(d)-4) or other IRS guidance, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, plan transfer or similar transaction) shall be effective if it eliminates or reduces any "Section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Section 411(d)(6) protected benefits" which results in a further restriction on such benefit unless such "Section 411(d)(6) protected benefits" are preserved with respect to benefits accrued as of the later of the adoption date or effective date of the amendment. "Section 411(d)(6) protected benefits" are benefits described in Code Section 411(d)(6)(A), early retirement benefits and retirement-type subsidies, and optional forms of benefit.

9.2 TERMINATION

(a) The Plan Sponsor shall have the right at any time to terminate the Plan by delivering to the Administrator written notice of such termination. Upon any full or partial termination, all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested as provided in Section 7.4 and shall not thereafter be subject to forfeiture, and all unallocated amounts, including Forfeitures, shall be allocated to the accounts of all Participants in accordance with the provisions hereof.

(b) Upon the full termination of the Plan, the Plan Sponsor shall direct the distribution of the assets of the Trust Fund to Participants in a manner which is consistent with and satisfies the provisions of Sections 7.5 and 7.6. Except as permitted by Regulations, the termination of the Plan shall not result in the reduction of "Section 411(d)(6) protected benefits" in accordance with Section 9.1(c).

9.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan and Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan and trust only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the

elimination or reduction of any "Section 411(d)(6) protected benefits" in accordance with Section 10.1(c).

ARTICLE X
TOP-HEAVY

10.1 TOP-HEAVY PLAN REQUIREMENTS

For any Top-Heavy Plan Year, the Plan shall provide the special vesting requirements of Code Section 416(b) pursuant to Section 7.4 of the Plan and the special minimum allocation requirements of Code Section 416(c) pursuant to Section 5.4(e) of the Plan.

10.2 DETERMINATION OF TOP HEAVY STATUS

(a) This Plan shall be a Top-Heavy Plan for any Plan Year in which, as of the Determination Date, (1) the Present Value of Accrued Benefits of Key Employees and (2) the sum of the Participant's Combined Accounts of Key Employees under this Plan and all plans of an Aggregation Group, exceeds sixty percent (60%) of the Present Value of Accrued Benefits and the Participant's Combined Accounts of all Key and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for any Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's Present Value of Accrued Benefit and/or Participant's Combined Account balance shall not be taken into account for purposes of determining whether this Plan is a Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy Group). In addition, if a Participant or Former Participant has not performed any services for any Employer maintaining the Plan at any time during the one-year period ending on the Determination Date, any accrued benefit for such Participant or Former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top-Heavy Plan.

(b) A Participant's Combined Account as of the Determination Date is the sum of:

(1) the Participant's Combined Account balance as of the most recent valuation occurring within a twelve (12) month period ending on the Determination Date.

(2) an adjustment for any contributions due as of the Determination Date. Such adjustment shall be the amount of any contributions actually made after the Valuation Date but due on or before the Determination Date, except for the first Plan Year when such adjustment shall also reflect the amount of any contributions made after the Determination Date that are allocated as of a date in that first Plan Year.

(3) any Plan distributions made with respect to the Participant under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the 1-year period ending on the Determination Date. However, in the case

of distributions made after the Valuation Date and prior to the Determination Date, such distributions are not included as distributions for top heavy purposes to the extent that such distributions are already included in the Participant's Combined Account balance as of the Valuation Date. Notwithstanding anything herein to the contrary, all distributions, including distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted. Further, distributions from the Plan (including the cash value of life insurance policies) of a Participant's account balance because of death shall be treated as a distribution for the purposes of this paragraph. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

(4) any Employee contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible qualified voluntary employee contributions shall not be considered to be a part of the Participant's Combined Account balance.

(5) with respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides the rollovers or plan-to-plan transfers, it shall always consider such rollovers or plan-to-plan transfers as a distribution for the purposes of this Section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers as part of the Participant's Combined Account balance.

(6) with respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's Combined Account balance, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

(7) For the purposes of determining whether two employers are to be treated as the same employer in (5) and (6) above, all employers aggregated under Code Section 414(b), (c), (m) and (o) are treated as the same employer.

(c) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

(1) Required Aggregation Group: In determining a Required Aggregation Group hereunder, each plan of the Employer in which a Key Employee is a participant in the Plan Year containing the Determination Date or any of the four preceding Plan Years, and each other plan of the Employer which

enables any plan in which a Key Employee participates to meet the requirements of Code Sections 401(a)(4) or 410, will be required to be aggregated. Such group shall be known as a Required Aggregation Group.

In the case of a Required Aggregation Group, each plan in the group will be considered a Top-Heavy Plan if the Required Aggregation Group is a Top-Heavy Group. No plan in the Required Aggregation Group will be considered a Top-Heavy Plan if the Required Aggregation Group is not a Top-Heavy Group.

(2) Permissive Aggregation Group: The Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Code Sections 401(a)(4) and 410. Such group shall be known as a Permissive Aggregation Group.

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is a Top-Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is not a Top-Heavy Group.

(3) Only those plans of the Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top-Heavy Plans.

(4) An Aggregation Group shall include any terminated plan of the Employer if it was maintained within the last five (5) years ending on the Determination Date.

(d) "Determination Date" means (a) the last day of the preceding Plan Year, or (b) in the case of the first Plan Year, the last day of such Plan Year.

(e) Present Value of Accrued Benefit: In the case of a defined benefit plan, the Present Value of Accrued Benefit for a Participant other than a Key Employee, shall be as determined using the single accrual method used for all plans of the Employer and Affiliated Employers, or if no such single method exists, using a method which results in benefits accruing not more rapidly than the slowest accrual rate permitted under Code Section 411(b)(1)(C). The determination of the Present Value of Accrued Benefit shall be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date except as provided in Code Section 416 and the Regulations thereunder for the first and second plan years of a defined benefit plan.

(f) "Top-Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of (a) and (b) below exceeds sixty percent (60%) of a similar sum determined for all Participants:

(1) the Present Value of Accrued Benefits of Key Employees under all defined benefit plans included in the group, and

(2) the Participant's Combined Accounts of Key Employees under all defined contribution plans included in the group.

ARTICLE XI
MISCELLANEOUS

11.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

11.2 ALIENATION

(a) Subject to the exceptions provided below, and as otherwise permitted by the Code and Act, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

(b) Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 8.4, as a result of a loan from the Plan. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such proportion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given written notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's Combined Account. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Vested Participant's Combined Account, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Sections 3.9 and 3.10.

(c) Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a

former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(d) Subsection (a) shall not apply to an offset to a Participant's accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, in accordance with Code Sections 401(a)(13)(C) and (D).

11.3 CONSTRUCTION OF PLAN

This Plan and Trust shall be construed and enforced according to the Code, the Act and the laws of the State of Texas, other than its laws respecting choice of law, to the extent not preempted by the Act.

11.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.5 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

11.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Former Participants, or their Beneficiaries.

(b) In the event the Employer makes an excessive contribution under a mistake of fact pursuant to Act Section 403(c)(2)(A), the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustee shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

(c) Except for Sections 4.4, 4.5, and 5.1(e), any contribution by the Employer to the Trust Fund is conditioned upon the deductibility of the contribution by the Employer under the Code and, to the extent any such deduction is disallowed, the Employer may, within one (1) year following the final determination of the disallowance, whether by agreement with the Internal Revenue Service or by final decision of a competent jurisdiction, demand repayment of such disallowed contribution and the Trustee shall return such contribution within one (1) year following the disallowance. Earnings of the Plan attributable to the contribution may not be returned to the Employer, but any losses attributable thereto must reduce the amount so returned.

11.7 EMPLOYER'S AND ADMINISTRATOR'S PROTECTIVE CLAUSE

The Employer, Administrator, and their successors shall not be responsible for the validity of any annuity contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such annuity contract, or for the action of any person which may delay payment or render a annuity contract null and void or unenforceable in whole or in part.

11.8 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator and the Employer, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Administrator or Employer.

11.9 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.10 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are (1) the Employer, (2) the Administrator, (3) the Trustee, and (4) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for making the contributions provided for under Section 4.1; and shall have the authority to appoint and remove the Trustee and the Administrator; to formulate the Plan's "funding policy and method"; and to amend or terminate, in whole or in part, the Plan. The Administrator shall have the sole responsibility for the administration of the Plan, including, but not limited to, the items specified in Article II of the Plan, as the same may be allocated or delegated thereunder. The Trustee shall have the sole responsibility of management of the assets held under the Trust, except to the extent directed

pursuant to Article II or with respect to those assets, the management of which has been assigned to an Investment Manager, who shall be solely responsible for the management of the assets assigned to it, all as specifically provided in the Plan. Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan as specified or allocated herein. No named Fiduciary shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

11.11 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification filed by or on behalf of the Plan by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date that the Secretary of the Treasury may prescribe, the Commissioner of Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code Sections 401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee shall be discharged from all further obligations. If the disqualification relates to an amended plan, then the Plan shall operate as if it had not been amended.

11.13 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any annuity contract purchased hereunder, the Plan provisions shall control.

ARTICLE XII
PARTICIPATING EMPLOYERS

12.1 ADOPTION BY OTHER EMPLOYERS

Notwithstanding anything herein to the contrary, with the consent of the Plan Sponsor, any other corporation or entity, whether an affiliate or subsidiary or not, may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer.

12.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) Each such Participating Employer shall be required to use the same Trustee as provided in this Plan.

(b) The Trustee may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof.

(c) At the option of the Plan Sponsor and with the approval of the Administrator, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by the Plan Sponsor or by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

12.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a party to this Plan; provided, however, that with respect to all of its relations with the Trustee and Administrator for the purpose of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Plan Sponsor as its agent.

12.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a termination of employment hereunder if the transfer involves an Affiliated Employer, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

12.5 PARTICIPATING EMPLOYER CONTRIBUTION AND FORFEITURES

With respect to Participating Employers that are not Affiliated Employers, any contribution or Forfeiture subject to allocation during each Plan Year shall be allocated only among those Participants of the Participating Employer making the contribution or by which the forfeiting Participant was employed. However, if the contribution is made, or the forfeiting Participant was employed, by an Affiliated Employer, such contribution or Forfeiture shall be allocated among all Participants of all Participating Employers who are Affiliated Employers in accordance with the provisions of this Plan. On the basis of the information furnished by the Administrator, the Trustee may keep separate books and records concerning the affairs of each non-Affiliated Participating Employer hereunder and as to the accounts and credits of the Employees of each non-Affiliated Participating Employer. In the event of an Employee transfer to or from a non-Affiliated Participating Employer to another Employer, the employing Participating Employer shall immediately notify the Trustee thereof.

12.6 AMENDMENT

Amendment of this Plan shall only be by the written action of the Plan Sponsor and with the consent of the Trustee where such consent is necessary in accordance with the terms of this Plan.

12.7 DISCONTINUANCE OF PARTICIPATION

No Participating Employer shall be permitted to discontinue or revoke its participation in the Plan without the consent of the Plan Sponsor. The Plan Sponsor may, however, discontinue the participation of any Participating Employer at any time without the consent of any person. At the time of any such discontinuance or revocation, satisfactory evidence thereof shall be delivered to the Trustee by the Plan Sponsor. The Trustee shall thereafter transfer, deliver and assign Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its Employees, provided, however, that no such transfer shall be made if the result is the elimination or reduction of any "Section 411(d)(6) protected benefits" as described in Section 9.1(c). If no successor is designated, the Trustee shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust as it relates to a non-Affiliated Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such non-Affiliated Employer.

12.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

12.9 SPOUSE

Effective June 26, 2013, and pursuant to the United States Supreme Court's decision in the case styled *United States v. Windsor*, as of that date the term "spouse," when used anywhere in this Plan, shall mean any person married to a Participant in a jurisdiction that recognizes the marriage.

IN WITNESS WHEREOF, this Plan has been executed the ____ day of _____, 2019.

PLAN SPONSOR:
PEDERNALES ELECTRIC COOPERATIVE, INC.

By:_____
Name: Julie C. Parsley
Title: Chief Executive Officer