

UNITARIAN UNIVERSALIST ORGANIZATIONS RETIREMENT PLAN

(As Amended and Restated Effective January 1, 2014)

C E R T I F I C A T E

The Unitarian Universalist Association, acting through its duly authorized member of the Board of Trustees, hereby adopts this amendment and restatement of the Unitarian Universalist Organizations Retirement Plan in the form attached hereto.

Dated this _____ day of _____, 2013.

UNITARIAN UNIVERSALIST
ASSOCIATION

on behalf of the Unitarian Universalist
Association Board of Trustees

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UNITARIAN UNIVERSALIST ORGANIZATIONS RETIREMENT PLAN

SECTION 1

INTRODUCTION

1.1 Background, Purpose of Plan, and Applicable Requirements

The UUA maintains the Plan to enable Employees of congregations, districts, the national association and other Unitarian Universalist organizations to accumulate funds for their retirement. The Plan is a non-electing church plan as described in Code Section 414(e) and ERISA Section 3(33) maintained by an association of churches exempt from tax under Code Section 501 to provide benefits in a manner consistent with Code Section 401(a). The Plan is a multiple employer Plan as described in Code Section 413(c). A Unitarian Universalist organization that completes a Participation Agreement with the consent of the UUA becomes an Employer under the Plan. The Plan was originally established effective as of July 1, 1964. The Plan was amended and restated in its entirety several times, most recently, effective as of January 1, 2000 for legal and regulatory compliance purposes. The Plan as reflected herein is an amendment, restatement and continuation of the Plan, effective January 1, 2014.

Defined terms used in this Section are defined in SECTION 2.

1.2 Effective Date and Plan Year

Except as otherwise required to comply with applicable law or as specifically provided herein, this amendment and restatement is effective January 1, 2014. The effective date of this amendment and restatement of the Plan with respect to each Employer that was a participating employer under the January 1, 2000 amendment and restatement of the Plan shall be the later of January 1, 2014 or the date the Employer completes a Participation Agreement with the consent of the UUA (but no later than June 30, 2014). The Plan is administered on the basis of a Plan Year.

1.3 Trustee and Trust

Amounts contributed under the Plan are held and invested, until distributed, by the Trustee. The Trustee acts in accordance with the terms of the Trust Agreement and Trust, which implement and form a part of the Plan. The provisions of and benefits under the Plan are subject to the terms and provisions of the Trust Agreement and Trust.

1.4 Plan Administration

The Committee shall be the "plan administrator" (as that term is defined in ERISA Section 3(16)(A)) of the Plan and shall be responsible for the administration of the Plan except where another entity has been assigned a specific responsibility in the Plan; provided, however, that the Committee may delegate all or any part of its powers, rights, and duties under the Plan to such person or persons as it may deem advisable. Any notice or document relating to the Plan which is to be filed with the plan administrator may be delivered, or mailed by registered or

certified mail, postage pre-paid, to: Retirement Plan Committee, c/o the Unitarian Universalist Association, 25 Beacon Street, Boston, MA 02108.

SECTION 2

DEFINITIONS

The following words and phrases used in the Plan have the respective meanings stated below unless a different meaning is plainly required by the context:

2.1 Account(s)

“Account(s)” means all accounts and subaccounts maintained for a Participant, Alternate Payee or a Beneficiary under Subsection 7.2.

2.2 Alternate Payee

“Alternate Payee” means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all or a portion of a Participant’s benefits payable under the Plan.

2.3 Annual Addition

Subject to Subsection 8.1, “Annual Addition” for any Limitation Year means the sum of the Elective Deferrals, Matching Contributions, and Retirement Contributions, as applicable, credited to a Participant’s Account for that Limitation Year.

2.4 Approved Form of Election

“Approved Form of Election” means a request or an election made through the voice response system, Internet, intranet or other electronic media, or on a written election form, approved by the Committee or its designee and filed with the Employer. Notwithstanding the foregoing, no request or election shall be deemed to have been made until all required documentation, information, signatures, consents, notarizations and attestations required for such request or election are provided to the Committee or its designee.

2.5 Beneficiary

“Beneficiary” means the person or persons designated by a Participant, Beneficiary or Alternate Payee to receive any benefits under the Plan which may be due upon the Participant’s, Beneficiary’s or Alternate Payee’s death.

2.6 Board of Trustees

“Board of Trustees” means the Board of Trustees of the UUA.

2.7 Business Day

“Business Day” means any day on which the New York Stock Exchange is open.

2.8 Catch-Up Contributions

“Catch-Up Contributions” mean the compensation deferrals under Code Section 414(v) an eligible Participant elects to make pursuant to Subsection 4.3.

2.9 Close of Business

“Close of Business” means the normal closing time of the New York Stock Exchange or such other time as is designated by the Committee.

2.10 Code

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

2.11 Code Section 415 Compensation

“Code Section 415 Compensation” for a Limitation Year means a Participant’s compensation within the meaning of Treasury Regulation Section 1.415(c)-2(d)(3), including any differential wage payments (as defined in Code Section 3401(h)(2)), that are actually paid or made available during such Limitation Year, subject to the following: (i) Code Section 415 Compensation shall exclude amounts paid after a Participant’s Severance from Employment, except for the following amounts paid within the later of 2-½ months after the Participant’s Severance from Employment or the end of the Limitation Year that includes the date of the Participant’s Severance from Employment; (ii) payments of unpaid wages, overtime, bonuses and commissions; and (iii) payments of unused accrued bona fide sick, vacation and paid time off leave that the Participant would have been able to use if employment had continued. Code Section 415 Compensation shall not include amounts in excess of the limitation under Code Section 401(a)(17) in effect for the Limitation Year.

2.12 Committee

“Committee” means the Retirement Plan Committee.

2.13 Compensation

“Compensation” means total remuneration paid by an Employer for the Employee’s services and reported on Form W-2 before deduction for elective contributions subject to Code Sections 401(k), 403(b), 125 (including “deemed 125 compensation” as defined in Revenue Ruling 2002-27), 132(f)(4) or 402(h)(1)(B). Compensation includes amounts received as a “housing allowance” which qualify for exclusion from gross income under Code Section 107. Compensation excludes: (i) any severance pay whether paid before or after termination of employment, and (ii) additional benefits not paid in cash. Compensation shall exclude amounts paid after a Participant’s Severance from Employment, except for payments of unpaid wages, overtime and accrued vacation leave that the Participant would have been able to use if employment had continued that are paid within the later of 2-½ months after the Participant’s Severance from Employment or the end of the Plan Year that includes the date of the Participant’s Severance from Employment. Each Employer may elect in its Participation Agreement to exclude from Compensation (i) amounts paid to compensate ministers for amounts

owed under the Self-Employment Contributions Act, (ii) the value of any Employer-paid insurance premiums imputed as taxable income to the Employee, or (iii) amounts paid to compensate the Employee for federal and state income taxes owed on Employer-provided benefits for a partner or same-sex Spouse. Compensation paid to an Employee by more than one Employer shall be aggregated for purposes of determining a Participant's benefits under the Plan. Notwithstanding the foregoing, Compensation of an ordained Unitarian Universalist minister who is self-employed as defined in Code Section 401(c)(1) means net earnings from self-employment related to the Unitarian Universalist ordained ministry. Net earnings shall be determined without regard to items not included in gross income and the deductions allocable to such items. Each Participant's Compensation shall be limited to \$250,000 in each Plan Year (as adjusted to reflect the dollar amount applicable under Code Section 401(a)(17)).

2.14 Disability

"Disability" means any physical or mental disability of a nature that would entitle the Participant to benefits of the long-term disability income plan applicable to Employees of the Employer or to disability retirement benefits under the Social Security Act.

2.15 Elective Deferrals

"Elective Deferrals" mean the compensation deferrals pursuant to Code Section 401(k) a Participant elects to make pursuant to Subsection 4.1. Notwithstanding the foregoing, for purposes of implementing the required limitations of Code Sections 401(k), 402(g), and 415 contained in Subsections 8.3, 8.1 and 8.1, respectively, Elective Deferrals shall not include Catch-Up Contributions or deferrals made pursuant to Code Section 414(u) by reason of an eligible Employee's qualified military service.

2.16 Employee

"Employee" means any person who is: (i) employed by an Employer as a minister or staff member, (ii) ordained as a Unitarian Universalist minister and employed as a community minister by an employer who is not an affiliated employer within the meaning of Code Section 414(e)(3), or (iii) ordained as a Unitarian Universalist minister and self-employed as defined in Code Section 401(c)(1). An Employer's classification as to whether an individual constitutes an Employee shall be determinative for purposes of an individual's eligibility under the Plan. An individual who is classified as an independent contractor or Leased Employee (or other non-employee classification) shall not be considered an Employee and shall not be eligible to participate in the Plan, regardless of any subsequent reclassification of such individual as an employee of an Employer by an Employer, any government agency, court, or other third-party. Any such reclassification shall not have a retroactive effect for purposes of the Plan. An Employee shall be eligible to participate in the Plan pursuant to SECTION 3.

2.17 Employer

"Employer" means (i) the UUA, (ii) each employer that adopts this Plan by completing a Participation Agreement with the consent of the UUA, and (iii) each self-employed Unitarian Universalist ordained minister that adopts this Plan by completing a Participation Agreement with the consent of the UUA.

2.18 Employment or Reemployment Date

“Employment or Reemployment Date” means the first day an Employee performs an Hour of Service.

2.19 ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

2.20 Fiduciary

“Fiduciary” means the UUA, the Board of Trustees, each Employer, the board of directors or trustees of each Employer, the Committee, and the Trustee, but only with respect to those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the Trust Agreement or delegated to them by the UUA.

2.21 Highly Compensated Employee

“Highly Compensated Employee” means a highly compensated employee as defined in Code Section 414(q) and the Treasury Regulations thereunder. Generally, a Highly Compensated Employee shall be any present or former employee of an Employer who received Code Section 415 Compensation from an Employer for the immediately preceding Plan Year in excess of \$115,000 (or such greater amount as may be determined by the Commissioner of Internal Revenue) and was in the top-paid 20% of employees for such year. A former employee shall be treated as a Highly Compensated Employee if such employee was a Highly Compensated Employee when such employee incurred a Severance from Employment or if such employee was a Highly Compensated Employee at any time after attaining age 55.

2.22 Hour of Service

“Hour of Service” means:

- (a) Each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed;
- (b) Each hour for which an Employee is paid or entitled to payment by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this Paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this Paragraph shall be calculated and credited pursuant to Department of Labor Regulation Section 2530.200b-2, which is incorporated by reference; and

- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same Hours of Service shall not be credited under Paragraph (a) or Paragraph (b) and under this Paragraph (c). These hours shall be credited to 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.

An Employee who is absent from work for Parental Leave shall receive credit for the Hours of Service which would otherwise have been credited to him or her but for his or her Parental Leave. In any case in which such Hours of Service cannot be determined, the Employee shall receive credit for eight Hours of Service for each day of Parental Leave.

2.23 Investment Fund(s)

“Investment Fund(s)” means the funds described in Subsection 6.1 held under the Trust Fund.

2.24 Leased Employee

“Leased Employee” means any individual who is not an employee of an Employer, but who has provided services to an Employer under the primary direction or control of the Employer on a substantially full-time basis for a period of at least one year, pursuant to an agreement between the Employer and a leasing organization. A Leased Employee shall be deemed an Employee for purposes of crediting Years of Eligibility Service, but shall not be eligible for benefits under the Plan unless he or she otherwise satisfies the criteria for eligibility under Subsection 3.1 as an Employee.

2.25 Limitation Year

“Limitation Year” means the Plan Year.

2.26 Matching Contributions

“Matching Contributions” mean any contributions made by an Employer as provided for in Subsection 5.2 that matches Elective Deferrals up to a specified percentage elected by each Employer in its Participation Agreement. Notwithstanding the foregoing, for purposes of implementing the required limitations of Code Sections 401(m) and 415 contained in Subsections 8.4 and 8.1, respectively, Matching Contributions shall not include contributions made pursuant to Code Section 414(u) by reason of an eligible Employee’s qualified military service.

2.27 Parental Leave

“Parental Leave” means an absence: (i) by reason of the pregnancy of the individual; (ii) by reason of a birth of a child of the individual; (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual or for purposes of caring for such child for a period beginning immediately following such birth or placement.

2.28 Participant

“Participant” means an Employee or former Employee who has met the requirements of participation in the Plan for at least one type of contribution as provided in SECTION 3.

2.29 Participation Agreement

“Participation Agreement” means the agreement each Employer completes with the consent of the UUA to adopt the Plan for the benefit of such Employer’s eligible Employees.

2.30 Plan

“Plan” means this Unitarian Universalist Organizations Retirement Plan.

2.31 Plan Year

“Plan Year” means the calendar year.

2.32 Qualified Domestic Relations Order

“Qualified Domestic Relations Order” means any domestic relations order (as defined in Code Section 414(p)) that creates, recognizes or assigns to an Alternate Payee the right to receive all or a portion of a Participant’s benefits payable hereunder and that meets the requirements of Code Section 414(p), as determined by the Committee.

2.33 Retirement Contributions

“Retirement Contributions” mean any contributions made by an Employer as provided for in Subsection 5.1 up to a specified percentage elected by each Employer in its Participation Agreement.

2.34 Rollover Contributions

“Rollover Contributions” mean amounts attributable to part or all of a Rollover Contribution to this Plan pursuant to Subsection 4.6.

2.35 Severance from Employment

“Severance from Employment” means the earlier of the following dates:

- (a) The date on which a Participant terminates employment with all Employers, is discharged, retires or dies; or
- (b) The first anniversary of the first day of a period in which an Employee remains absent from service (with or without pay) with all Employers for any reason other than one listed in Paragraph (a) above.

For purposes of this Plan, an Employee who is absent from service for twelve consecutive months due to illness, injury, or Disability shall be deemed to have had a Severance from

Employment. A Participant who is performing qualified military service (as defined in Code Section 414(u)(5)) shall not incur a Severance from Employment until the time at which a Participant's reemployment rights as a member of the armed forces cease to be protected by law. An Employee shall not incur a Severance from Employment due to a Parental Leave until the second anniversary of the first date of such absence. A transfer from employment with one Employer to another Employer or a change in status from Employee to Leased Employee does not constitute a Severance from Employment for purposes of SECTION 9.

2.36 Spouse

"Spouse" means an individual to whom the Participant is legally married and from whom the Participant is not legally divorced as determined at the earlier of the date of the Participant's death or the date payment of the Participant's benefits commenced. Effective as of September 16, 2013, a person of the same sex as the Participant shall be a Spouse, provided the couple was legally married in a jurisdiction that authorizes same-sex marriage (even if the couple lives in a jurisdiction that does not recognize same-sex marriage).

2.37 Testing Compensation

"Testing Compensation" means the compensation for all eligible Employees for a Plan Year under Treasury Regulation Section 1.414(s)-1(c)(4), including any differential wage payments (as defined in Code Section 3401(h)(2)).

2.38 Trust

"Trust" means the trust agreement between the UUA and the Trustee, as it may be amended from time to time, and the trust created thereby.

2.39 Trust Fund

"Trust Fund" means all property held or acquired by the Trustee in accordance with the Plan and the Trust.

2.40 Trustee

"Trustee" means the person appointed to act as Trustee under the Trust, including any successor Trustee.

2.41 UUA

"UUA" means the Unitarian Universalist Association, a Massachusetts charitable organization with its principal place of business in Boston, Massachusetts.

2.42 Year of Eligibility Service

"Year of Eligibility Service" means any consecutive 12-month period of employment during which an Employee completes 1,000 or more Hours of Service. The first consecutive 12-month period to be taken into account for this purpose will be the consecutive 12-month period

commencing with the Employee's Employment or Reemployment Date. The second consecutive 12-month period to be taken into account for this purpose will be the Plan Year which includes the first anniversary of the Employee's Employment or Reemployment Date. All subsequent 12-month periods to be taken into account for this purpose will correspond with Plan Years. An Employee does not complete a Year of Eligibility Service before the end of the 12-consecutive month period regardless of when during such period the Employee completes the required number of Hours of Service. Notwithstanding the foregoing, an Employee who successfully completes a ministerial internship as determined by the Committee shall be deemed to have completed a Year of Eligibility Service.

SECTION 3

ELIGIBILITY AND PARTICIPATION

3.1 Participation Prior to Effective Date

Each Employee who was a Participant in the Plan immediately prior to January 1, 2014 shall continue to as a Participant on and after such date, subject to Subsection 3.4.

3.2 Eligibility for Participant Contributions

Each Employee who was not a Participant in the Plan immediately prior to January 1, 2014 as described in Subsection 3.1, shall become a Participant for purposes of making Elective Deferrals, Catch-Up and Rollover Contributions on the first day of the month on or after the latest of (i) his or her Employment or Reemployment Date, (ii) the date he or she attains age 18, or (iii) the effective date of the Participation Agreement entered into by his or her Employer.

3.3 Eligibility for Retirement Contributions and Matching Contributions

Each Employee who was not a Participant in the Plan immediately prior to January 1, 2014 as described in Subsection 3.1, shall become a Participant for purposes of receiving Retirement and Matching Contributions (if applicable) on the first day of the month on or after the latest of (i) the date he or she completes one Year of Eligibility Service, (ii) the date he or she attains age 18, or (iii) the effective date of the Participation Agreement entered into by his or her Employer, regardless of whether the Participant has elected to make Elective Deferrals.

A Participant who is a minister not fellowshiped with the UUA or who is a minister dually-affiliated with another denomination shall not be eligible to receive Retirement or Matching Contributions under the Plan if receiving employer contributions under a retirement plan sponsored by another denomination in which the Participant is eligible to participate. Such employer contributions under the other denominational retirement plan shall be the same percentage elected by the Participant's Employer in its Participation Agreement for all eligible Employees of the Employer under this Plan.

3.4 Period of Participation

An Employee who becomes a Participant shall continue as a Participant until the later to occur of the date of the Participant's Severance from Employment or the date on which all the Participant's Accounts have been distributed. For all purposes of the Plan: (i) a period of leave of absence shall not interrupt continuity of participation; (ii) a determination that a Participant has a Disability shall not interrupt continuity of participation; and (iii) the transfer of employment from an Employer to another Employer shall not interrupt continuity of participation. If a Participant incurs a Severance from Employment, he or she shall be ineligible to make or receive Plan contributions.

3.5 Reemployment

If a Participant incurs a Severance from Employment and is subsequently reemployed by an Employer, his or her Years of Eligibility Service shall be reinstated.

SECTION 4

PARTICIPANT CONTRIBUTIONS

4.1 Elective Deferrals

Each Participant may make Elective Deferrals by electing to defer an amount of Compensation before the imposition of Federal income taxes. Subject to the conditions and limitations of the Plan, each Participant may elect on an Approved Form of Election to make Elective Deferrals for each Plan Year in whole percentages of Compensation. For this purpose, Compensation shall only include Compensation paid during the period that the Participant's election to make Elective Deferrals is in effect. An Employee is not required to make Elective Deferrals in order to participate in the Plan.

4.2 Automatic Enrollment

Each Employer may elect in its Participation Agreement to automatically enroll its eligible Employees at a specified Elective Deferral rate. Each Participant who is an eligible Employee of an Employer that makes such an election and who does not make an affirmative Elective Deferral election (including an election to not make Elective Deferrals) within 30 days of first becoming eligible shall be deemed to have elected the Elective Deferral rate specified by the Employer in its Participation Agreement. Such automatic Elective Deferral rate for the Plan Year shall be in whole percentages of 1% up to 6% of Compensation. Prior to the date on which such deemed Elective Deferral rate becomes effective, each Participant described in the preceding sentence shall be provided with a notice explaining his or her right to not make Elective Deferrals (or to elect a different Elective Deferral rate) and, after receiving such notice, shall have a reasonable period before the deemed Elective Deferral rate becomes effective in which to elect to receive the Compensation in the form of cash in lieu of making Elective Deferrals.

4.3 Catch-Up Contributions

All Participants who are eligible to make Elective Deferrals and who have attained (or shall attain) age 50 before the close of the Plan Year may elect on an Approved Form of Election to make Catch-Up Contributions for each Plan Year in whole percentages of 1% to 100% of Compensation, subject to the limitations of Code Section 414(v). The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 410(b), or 416, as applicable, by reason of a Participant's Catch-Up Contributions.

4.4 Rules Applicable to Participant Contributions

An Employer may limit the maximum contribution percentage of Elective Deferrals and Catch-Up Contributions, provided such policy does not impermissibly discriminate against Employees who are not Highly Compensated Employees. Each Participant may elect to change, discontinue or resume Elective Deferrals or Catch-Up Contributions at any time by an Approved Form of Election. Any Approved Form of Election shall be effective on the first day of the first payroll period for which the Employer can process such election. The Committee may establish additional rules regarding the timing and frequency of a change in the amount of Elective

Deferrals or Catch-Up Contributions, provided such policy is applied uniformly to all similarly situated Participants.

4.5 Timing of Participant Contributions

Each Employer shall make a contribution to the Plan equal to the amount of Elective Deferrals and Catch-Up Contributions made by each Participant employed by that Employer. Such contributions shall be paid to the Trustee as soon as practicable following the reduction in Participants' Compensation, but in no event more than 15 business days after the end of the month in which the reduction in Compensation is made.

4.6 Rollover Contributions

In accordance with such rules as the Committee may establish from time to time, the Plan shall accept Rollover Contributions on behalf of an Employee who is eligible to make Elective Deferrals. A Rollover Contribution may be made from:

- (a) A tax-qualified plan described in Code Sections 401(a) or 403(a), excluding after-tax employee contributions and designated Roth contributions made under a qualified Roth contribution program;
- (b) An annuity contract described in Code Section 403(b), excluding after-tax employee contributions and designated Roth contributions made under a qualified Roth contribution program;
- (c) An eligible plan under Code Section 457(b) that 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
- (d) An individual retirement account or annuity described in Code Sections 408(a) or (b) that is eligible to be rolled over to a plan qualified under Code Section 401(a) and that would otherwise be includible in gross income.

An eligible Employee may make a Rollover Contribution provided that such distribution is received by the Trustee within 60 days after the Employee's receipt of such payment, or such amount is directly transferred to the Trust Fund from such other above plan. The Plan shall separately account for Rollover Contributions. The Employee must furnish the Employer or its designee an Approved Form of Election, including a written statement that the contribution is a Rollover Contribution and such other statements and information as may be required by the Committee or its designee in order to establish that such Rollover Contribution otherwise meets the requirements of law. If the Committee learns that all or part of a Rollover Contribution did not meet the requirements of the Code and the Treasury Regulations and rulings thereunder, the Committee shall direct the Trustee to distribute to the Participant the ineligible portion of the Rollover Contribution (and earnings thereon) that was credited to the Participant's Account.

4.7 Qualified Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u) and the Heroes Earnings Assistance Relief Tax Act of 2008. In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the survivor(s) of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

SECTION 5

EMPLOYER CONTRIBUTIONS

5.1 Retirement Contributions

Each Employee who has attained age 18 and completed one Year of Eligibility Service shall be eligible for Retirement Contributions under the Plan. Each Employer shall make Retirement Contributions to the Plan each payroll period on behalf of its eligible Employees equal to a specified percentage of the Participant's Compensation earned during the applicable pay period, subject to the conditions and limitations of the Plan. All eligible Employees of an Employer shall receive Retirement Contributions in the same percentage elected by the Employer in its Participation Agreement. Each Employer may increase or decrease the amount of Retirement Contributions payable on behalf of its eligible Employees for any Plan Year by amendment of its Participation Agreement. Notwithstanding the foregoing, the minimum Retirement Contribution for all Participants shall be at least 5% of the Participant's Compensation.

5.2 Matching Contributions

In addition to Retirement Contributions described in Subsection 5.1, each Employer may elect in its Participation Agreement to make Matching Contributions to the Plan on behalf of its eligible Employees in an amount determined by the Employer up to 6% of Compensation. Each Employee who has attained age 18 and completed one Year of Eligibility Service shall be eligible for Matching Contributions under the Plan. Subject to the conditions and limitations of the Plan, each Employer that makes such an election shall make Matching Contributions each payroll period equal to a specified percentage of Compensation that the Participant contributes as Elective Deferrals during the applicable pay period. All eligible Employees of an Employer shall receive Matching Contributions in the percentage elected by the Employer in its Participation Agreement. Each Employer may increase, decrease or suspend the amount of Matching Contributions payable on behalf of its eligible Employees for any Plan Year by amendment of its Participation Agreement. No Matching Contributions shall be paid on Catch-Up Contributions, including Catch-Up Contributions that are recharacterized as Elective Deferrals because a Code or Plan limit was not met.

5.3 Payment, Limitations, Verification, and Form of Payment of Employer Contributions

- (a) Matching Contributions for a payroll period shall be paid to the Trustee and shall be credited to the Participant's Match Contribution Account in accordance with such rules as the Committee shall establish.
- (b) Retirement Contributions for a payroll period shall be paid to the Trustee and shall be credited to the Participant's Retirement Contribution Account in accordance with such rules as the Committee shall establish.
- (c) Payment to the Trustee of part or all of an Employer's share of the contributions described in this SECTION 5 shall be made in cash.

- (d) Matching and Retirement Contributions for any Plan Year shall be due on the last day of the fiscal year for which the contribution is made and, unless paid before, may be paid then or as soon as practicable thereafter, without interest.

SECTION 6

INVESTMENT

6.1 Investment Funds

The Plan shall be invested in one or more Investment Funds designated by the Committee in its discretion for the investment of Participants' Accounts. The Committee, in its discretion, may from time to time establish new Investment Funds or eliminate existing Investment Funds. Contributions to the Plan may be uninvested pending allocation to the Investment Funds. The investment manager of each Investment Fund, or the Trustee if there is no investment manager, may invest the Investment Fund in short term investments or hold the assets thereof in cash pending investment, distribution, reallocation or transfer.

6.2 Investment Fund Elections and Transfers

Each Participant may elect to invest his or her Accounts in whole multiples of 1% up to 100% in any one or more of the Investment Funds. The Participant's investment election shall apply to all contributions to his or her Accounts. If a Participant fails to make an investment election, his or her Accounts shall be invested in the default investment arrangement specified by the Committee in accordance with ERISA Section 404(c)(5) and related regulations until the Participant elects to change the investment of such Accounts in accordance with this Subsection.

In accordance with rules established from time to time by the Committee, a Participant may elect to change his or her investment election (in whole multiples of 1% up to 100%) with respect to future contributions or transfer (in whole multiples of 1% up to 100% or in any dollar amount) all or a part of his or her Accounts from one or more Investment Fund to one or more different Investment Funds. Furthermore, pursuant to rules established by the Plan or an Investment Fund, the Investment Fund may restrict a Participant from transferring into or out of the Investment Fund if the Plan or Investment Fund determines that the Participant's transfer activity would be detrimental to the Investment Fund.

Each Participant may designate an investment manager or advisor at the Participant's sole discretion to advise the Participant on the investment and reinvestment of his or her Accounts. The Participant may direct that fees for such an investment manager or advisor designated by the Participant be paid out of the Participant's Accounts.

6.3 Election Procedures

Any election to invest Accounts, change investment for new contributions, or make interfund transfers within the Plan (other than an automatic investment election) must be made through an Approved Form of Election. Any such election made before the Close of Business on a Business Day shall be effective and valued as of the day such election is made. Any such election made on a day other than a Business Day, or after the Close of Business on a Business Day, shall be effective and valued as of the next Business Day.

6.4 Valuation of Investment Funds

As of each Business Day, the Trustee shall report to the Committee the fair market value of the assets of each Investment Fund. The fair market value of an Investment Fund shall be the value of such Investment Fund as of the Close of Business on such Business Day.

6.5 Voting of Shares in Mutual Funds

Shares of mutual funds held in a Participant's Accounts shall be voted on his or her behalf by the Trustee. In making voting decisions on the mutual fund shares, the Trustee shall vote the shares in the best interests of Plan Participants.

SECTION 7

VESTING AND ACCOUNTS

7.1 Vesting

A Participant shall at all times be 100% vested in his or her Accounts.

7.2 Participants' Accounts

The Committee shall maintain or cause to be maintained the following separate Accounts for each Participant, as applicable:

- (a) **Catch-Up Contribution Account.** A "Catch-Up Contribution Account" shall be maintained for each Participant on whose behalf any Catch-Up Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Catch-Up Contribution Account.
- (b) **Elective Deferral Account.** An "Elective Deferral Account" shall be maintained for each Participant on whose behalf any Elective Deferrals are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Elective Deferral Account.
- (c) **Match Contribution Account.** A "Match Contribution Account" shall be maintained for each Participant on whose behalf any Matching Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Match Contribution Account.
- (d) **Qualified Nonelective Contribution Account.** A "Qualified Nonelective Contribution Account" shall be maintained for each Participant on whose behalf any qualified nonelective contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Qualified Nonelective Contribution Account. Such Account shall be subject to the distribution requirements of Treasury Regulation Section 1.401(k)-1(d).
- (e) **Retirement Contribution Account.** A "Retirement Contribution Account" shall be maintained for each Participant on whose behalf any Retirement Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Retirement Contribution Account.
- (f) **Rollover Contribution Account.** A "Rollover Contribution Account" shall be maintained for each Participant on whose behalf any Rollover Contributions have been made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Rollover Contribution Account.

The Committee may establish such rules and procedures relating to the maintenance, adjustment, and liquidation of Participants' Accounts, and the crediting of contributions and income, losses, expenses, appreciation, and depreciation attributable thereto, as are considered necessary or advisable. In addition to the Accounts described above, the Committee may maintain such other Accounts in the names of Participants or otherwise as the Committee considers necessary or desirable.

7.3 Adjustment of Accounts

Pursuant to rules established by the Committee and applied on a uniform basis, a Participant's or Beneficiary's Accounts shall be adjusted on each Business Day to reflect the fair market value of the various Investment Funds as of such date, including adjustments to reflect any distributions (including withdrawals), contributions, rollovers, loans, transfers between Investment Funds, income, losses, expenses, appreciation or depreciation with respect to such Accounts since the previous Business Day. Such Accounts shall continue to be so adjusted until all amounts in such Accounts are paid.

7.4 Statement of Account

At such times and in such manner as determined by the Committee, each Participant shall be furnished with a statement reflecting the condition of his or her Accounts in the Trust Fund.

7.5 Accounts for Alternate Payees

A separate Account shall be established for an Alternate Payee entitled to any portion of a Participant's Account under a Qualified Domestic Relations Order in accordance with procedures established by the Committee and applicable law. Such separate Account shall be valued and accounted for in the same manner as any other Account. Pursuant to the terms of the Qualified Domestic Relations Order, an Alternate Payee may receive a distribution of his or her benefits in the same manner as if such Alternate Payee were a Participant at any time after the Qualified Domestic Relations Order has been approved by the Committee, without regard to whether such distribution is made or commences prior to the Participant's earliest retirement age (as defined in Code Section 414(p)(4)(B)). If a separate Account has been established on behalf of an Alternate Payee but all of the amounts in the Account have not yet been distributed, the Alternate Payee may direct the investment of such Account in the same manner as if such Alternate Payee were a Participant. Subject to the Committee's rules, an Alternate Payee may designate one or more Beneficiaries to receive payment of the Alternate Payee's separate Account under the Plan in the same manner as if such Alternate Payee were a Participant, except that the Alternate Payee may designate an alternate Beneficiary other than his or her Spouse without such Spouse's consent.

7.6 Order and Timing of Withdrawals, Loans, and Distributions

Any amounts to be paid to a Participant, a Beneficiary, or an Alternate Payee shall be withdrawn from his or her Accounts on a pro rata basis or in such other order established by the Committee for withdrawals, loans, and distributions from the Plan. The withdrawal, loan, or distribution shall be valued or processed: (i) as of the day on which such request is received by the Committee or its designee, if such request is received before the Close of Business on a

Business Day, or (ii) as of the next Business Day, if such request is received by the Committee or its designee on a day other than a Business Day or after the Close of Business on a Business Day. In addition, each payment shall be charged against the Investment Funds in the applicable Account on a pro rata basis.

SECTION 8

CONTRIBUTION AND BENEFIT LIMITATIONS

8.1 Contribution Limitations

For each Limitation Year, the Annual Addition to a Participant's Account shall not exceed the lesser of \$51,000 (as adjusted for cost-of-living increases under Code Section 415(d)) or 100% of the Participant's Code Section 415 Compensation for the Limitation Year, subject to the following:

- (a) The compensation limit described above shall not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) after Severance from Employment that is otherwise treated as an Annual Addition.
- (b) The Committee shall take any actions it deems advisable to avoid an Annual Addition in excess of Code Section 415; provided, however, if a Participant's Annual Addition for a Limitation Year actually exceeds the limitations of this Subsection, the Committee shall correct such excess in accordance with applicable guidance issued by the Internal Revenue Service. Any such correction of excess Annual Additions shall be charged against the Investment Funds in the applicable Account on a pro rata basis.
- (c) Annual Additions shall be subject to Code Section 415 and applicable Treasury Regulations issued thereunder, the requirements of which are incorporated herein by reference to the extent not specifically provided above.

8.2 Dollar Limitations on Elective Deferrals

No Participant shall make Elective Deferrals under this Plan, or elective deferrals under any other qualified plan maintained by an Employer, during any calendar year in excess of \$17,500 (or such other amount as the Secretary of the Treasury shall specify from time to time pursuant to Code Section 402(g)), excluding Catch-Up Contributions. As of each December 31, the Committee or its designee shall determine the total Elective Deferrals made by each Participant during the calendar year. In the event that the Elective Deferrals for a Participant exceeds the above limitation, such Excess Deferrals (and any income allocable thereto determined in accordance with Subsection 8.5) shall be paid to the Participant by the following April 15. If a Participant's total Elective Deferrals under this Plan and any other plan of another employer for any calendar year exceed the maximum annual amount described above, the Participant may notify the Committee in writing (on or before March 1 of the next following calendar year) of the Participant's election to have all or a portion of the Participant's Elective Deferrals (and the income allocable thereto determined in accordance with Subsection 8.5) under this Plan distributed in accordance with this Subsection. In addition, any Matching Contributions attributable to amounts distributed under this Subsection (and any income allocable thereto determined in accordance with Subsection 8.5) shall be forfeited and shall be used to reduce future Matching Contributions of the Participant's Employer under the Plan or to pay expenses of the Plan.

8.3 Percentage Limitations on Elective Deferrals

The Plan satisfies the nondiscrimination requirements of Section 401(k) of the Code in accordance with the safe harbor method based on Retirement Contributions, as described in Section 401(k)(12)(C) of the Code.

8.4 Percentage Limitations on Matching Contributions

The Plan satisfies the nondiscrimination requirements of Section 401(m) of the Code in accordance with the safe harbor method based on Matching Contributions, as described in Section 401(m)(12) of the Code.

8.5 Calculating Income Allocable to Excess Deferrals and Contributions

The income allocable to a distribution to a Participant for a Plan Year (as required under Subsections 8.1 and 8.2) shall be determined under any method permitted under Treasury Regulations and selected by the Committee, provided such method does not discriminate in favor of Highly Compensated Employees, is used consistently for all Participants and for all corrective distributions for the Plan Year, and is based on the method for allocating income to Participants' Accounts. No income or loss shall be allocated to Excess Deferrals, Excess Elective Deferrals or Excess Matching Contributions for the period between the end of the Plan Year in which such Excess Deferrals, Excess Elective Deferrals and/or Excess Matching Contributions arose and the date of distribution of such amounts.

8.6 Corrective Contributions/Reallocations

The Committee may take the following actions to correct errors in the administration of the Plan:

- (a) If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with Elective Deferrals, Rollover Contributions, Matching Contributions or Retirement Contributions, or earnings on any such amounts, the Committee may take corrective action, including, but not limited to, one or more of the following corrective actions, in order to place such Participant's Account in the position that the Account would have been in had no error occurred: (i) direct additional contributions to be made to such Participant's Accounts; (ii) reallocate existing contributions among the Accounts of affected Participants; or (iii) such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2013-12 and/or subsequent guidance published in the Internal Revenue Bulletin.
- (b) If, with respect to any Plan Year, an administrative error results in an amount being credited to the Account of a Participant or any other individual who is not otherwise entitled to such amount, the Committee may take corrective action, including but not limited to: (i) direct the forfeiture of amounts erroneously credited (with such forfeitures to be used to reduce future Employer contributions or other contributions to the Plan); (ii) reallocate such erroneously credited

amounts to other Participants' Accounts; or (iii) such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2013-12 and/or subsequent guidance published in the Internal Revenue Bulletin.

8.7 Top Heavy

The Plan satisfies the requirements of Treasury Regulation Section 1.416-1 Q&A T-36(a) with respect to each Employer. In the event such Treasury Regulation Section does not apply to an Employer, the Plan will comply with the requirements of Code Section 416 and the regulations thereunder.

SECTION 9

PAYMENTS

9.1 Forms of Payment

Subject to Subsections 9.2 and 9.5, after each Participant's Severance from Employment, the Participant shall have the right to elect that the value of his or her Accounts be paid to or for the benefit of the Participant or his or her Spouse or Beneficiary in one or more of the following forms of payment:

- (a) **Lump Sum.** A Participant may elect a lump sum distribution of his or her Accounts.
- (b) **Installments.** A Participant may elect to receive monthly, quarterly, semi-annual or annual installments in cash during a period not to exceed (i) the life expectancy of the Participant or the joint life expectancy of the Participant and his or her Beneficiary determined at the date payments begin, or (ii) the lesser of 10 years or the period elected in Subparagraph 9.1(b)(i).
- (c) **Partial Withdrawal and Installments.** A Participant may elect to receive a portion of his or her Accounts in a lump sum distribution and to receive the remaining balance of his or her Accounts in monthly, quarterly, semi-annual or annual installments paid in accordance with Subparagraph 9.1(b).
- (d) **Partial Withdrawals During Installment Period.** A Participant who elected to receive installments under Subparagraphs 9.1(b) or 9.1(c) may elect to convert all or a portion of the remaining balance in his or her Accounts from periodic installments to a single or partial lump sum distribution.

9.2 Consent to Benefit Payments

Notwithstanding any other provision of this SECTION 9 to the contrary, the following rules shall apply to a Participant, Beneficiary or Alternate Payee if the vested value of his or her Accounts does not exceed \$5,000 (excluding the balance in his or her Rollover Contribution Account) and he or she does not make a distribution election within the time frame established by the Committee:

- (a) **Account Balance of \$1,000 or Less.** If the Participant incurs a Severance from Employment and if the vested value of his or her Accounts (including the value of his or her Rollover Contribution Account) does not exceed \$1,000, he or she shall receive payment of such vested value in a single cash payment in accordance with rules and procedures established by the Committee; provided, that if the vested value of a Participant's Accounts is zero, then such vested value shall be deemed paid to the Participant immediately.
- (b) **Account Balance Over \$1,000.** If the Participant incurs a Severance from Employment and if the vested value of his or her Accounts (excluding the value

of his or her Rollover Contribution Account) is greater than \$1,000 but less than or equal to \$5,000, such vested value shall be paid in a direct rollover to an individual retirement plan designated by the Committee in accordance with rules and procedures established by the Committee, unless the Participant otherwise elects to have the value of his or her Accounts paid in a single payment in cash or rolled over to an eligible retirement plan in accordance with Subsection 9.3.

9.3 Direct Rollover of Eligible Rollover Distribution

If payment of a Participant's benefits constitutes an Eligible Rollover Distribution, then the Participant or other Eligible Distributee may elect to have such distribution paid directly to an Eligible Retirement Plan.

- (a) Eligible Distributee means (i) an Employee or former Employee, (ii) an Employee's or former Employee's surviving Spouse, (iii) the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, and (iv) an individual who is a non-Spouse designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Employee or former Employee.
- (b) Eligible Retirement Plan means (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified trust described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or (vii) a Roth IRA as described in Code Section 408A. The definition of an Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order. In the case of a non-Spouse designated Beneficiary, an Eligible Retirement Plan includes only an individual retirement account or annuity described in Code Section 408(a) or (b) or 408A, solely to the extent permitted under Code Section 402(c)(11) and the Treasury Regulations and other guidance issued thereunder.
- (c) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Eligible Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Distributee or the joint lives (or joint life expectancies) of the Eligible Distributee and the Eligible Distributee's designated Beneficiary, or for a specified period of ten years or more, (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9), (iii) any distribution made on account of financial hardship, and (iv) any distribution of less than \$200. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax

contributions which are not includible in gross income. However, such portion may be transferred to an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), an annuity plan or contract described in Code Section 403(a) or 403(b), a qualified plan described in Code Section 401(a), or a Roth IRA (solely to the extent allowed under the Code), only if such individual retirement account, individual retirement annuity, annuity plan or contract, qualified trust, or Roth IRA 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. A rollover distribution to a Roth IRA must satisfy the requirements of Code Sections 402(c) and 408A.

9.4 Designation of Beneficiary

At any time before payment of a Participant's Accounts or, if installment payments have begun, then at any time before payment of the last installment, a Participant may designate a Beneficiary or Beneficiaries (who may be executors or trustees and who shall be the same person or persons for each of the Participant's Accounts) on an Approved Form of Election. The Participant may change or revoke any such designation on an Approved Form of Election at any time before payment of his or her Accounts or, if installment payments have begun, then at any time before payment of the last installment.

A Participant's Spouse shall in all cases be deemed to be his or her Beneficiary unless (i) the Participant has filed an Approved Form of Election designating a non-Spouse Beneficiary, (ii) the Spouse of the Participant has consented in writing to such designation, (iii) the consent acknowledges the effect of the designation and is witnessed by a notary public, and (iv) such election designates a Beneficiary that may not be changed without further spousal consent, unless the Spouse executed a general written consent expressly permitting changes of the Beneficiary without any requirement of further consent of the Spouse. Notwithstanding the foregoing, the spousal consent requirements shall not apply if the Participant establishes to the satisfaction of the Committee that such written consent may not be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances (as described in Treasury Regulations under Code Sections 401(a)(11) and 417) preclude the necessity of the Spouse's consent. If the Spouse of a Participant is legally incompetent to give consent, such consent may be given by the Spouse's legal guardian, which shall include the Participant if he or she is the Spouse's legal guardian. If the Participant is legally separated or has been abandoned, as provided by a court order, spousal consent shall not be required, except where required provided by a Qualified Domestic Relations Order.

Upon a Participant's death, a Beneficiary may designate a secondary Beneficiary or Beneficiaries to receive payment of the Participant's Accounts upon the primary Beneficiary's death. Such designation must be made on an Approved Form of Election prior to entire payment of the Participant's Accounts.

If a deceased Participant failed to designate a Beneficiary as provided above, or if the Beneficiary dies before the Participant or before complete payment of the Participant's Accounts, the Participant's Accounts shall be distributed in the following order.

- (a) To the Participant's surviving Spouse (determined as of the date of the Participant's death).
- (b) If Paragraph (a) does not apply because the Participant does not have a Spouse on the date of his or her death, to the Participant's same-sex partner in a legally valid civil union or state-registered domestic partnership or who is currently enrolled as the Participant's domestic partner under one of the Employer's other employee benefit plans.
- (c) If Paragraph (a) does not apply because the Participant does not have a Spouse on the date of his or her death and Paragraph (b) does not apply because the Participant does not have a same-sex partner on the date of his or her death, to the legal representative or representatives of the estate of the last to die of the Participant and the Participant's designated Beneficiary (the "Surviving Payee") or, if an estate is not opened on behalf of the Participant or Beneficiary, to the duly authorized individual properly designated by any applicable small estate affidavit or similar documentation issued pursuant to applicable state law.
- (d) If an estate is not opened on behalf of the Surviving Payee and a small estate affidavit or similar documentation is not issued pursuant to applicable state law, to the personal representative of the Surviving Payee.
- (e) If there is no personal representative of the Surviving Payee, to or for the benefit of one or more of the Surviving Payee's relatives by blood, adoption or marriage in such proportions as the Committee (or its delegate) determines.

9.5 Minimum Distribution Requirements

Notwithstanding any provision of the Plan to the contrary, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with final and temporary Treasury Regulations under Code Section 401(a)(9) that were issued by the Internal Revenue Service on April 17, 2002 and June 15, 2004 (as corrected on November 22, 2004), including Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and the incidental death benefit requirements of Code Section 401(a)(9)(G). Any provisions of the Plan that are inconsistent with Code Section 401(a)(9) and the Treasury Regulations thereunder shall be deemed inoperative.

The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date, which is generally the later of the April 1 following the Participant's attainment of age 70½ or the date the Participant has a Severance from Employment. However, if the Participant is a 5% owner, Plan distributions must commence no later than the April 1 following the Participant's attainment of age 70½. Benefits must be paid over a period not extending beyond the life expectancy of the Participant or the joint life expectancies of the Participant and his or her Beneficiary. If the Participant dies after

installment distributions have begun, payments shall continue under the elected payment form. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than the following:

- (a) If the Participant's surviving Spouse is the Participant's sole Beneficiary, distributions to the surviving Spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
- (b) If the Participant's surviving Spouse is not the Participant's sole Beneficiary, distributions to the Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the Participant's Spouse is the sole Beneficiary and dies after the Participant but before distributions have begun, then Paragraphs (b) and (c) above shall apply as if the Spouse were the Participant.

9.6 Missing Persons

The Employers and the Committee shall not be required to search for or locate a Participant, Spouse, Alternate Payee or Beneficiary. Each Participant, Spouse, Alternate Payee, and Beneficiary must file with the Committee from time to time in writing his or her post office address and each change of post office address. Any communication, statement, or notice addressed to a Participant, Spouse, Alternate Payee, or Beneficiary at the last post office address filed with the Committee, or if no address is filed with the Committee, then in the case of a Participant, at the Participant's last post office address as shown on the Employers' records, shall be considered a notification for purposes of the Plan and shall be binding on the Participant, Spouse, Alternate Payee and Beneficiary for all purposes of the Plan. If the Committee notifies a Participant, Spouse, Alternate Payee, or Beneficiary, and if such person fails to claim Plan benefits or make such person's whereabouts known to the Committee within two years after the notification, the benefits of the Participant, Spouse, or Beneficiary may be disposed of, to the extent permitted by applicable law, by one or more of the following methods: (a) by retaining such benefits in the Plan; (b) by paying such benefits to a court of competent jurisdiction for judicial determination of the right thereto; (c) by forfeiting such benefits in accordance with procedures established by the Committee. If a Participant, Spouse, Alternate Payee or Beneficiary is subsequently located, such benefits shall be restored to the Participant, Spouse, Alternate Payee or Beneficiary under the Plan; or (d) by any equitable manner permitted by law under rules adopted by the Committee.

9.7 Recovery of Benefits

In the event a Participant, Spouse, Alternate Payee, or Beneficiary receives a benefit payment from the Plan that is in excess of the benefit payment that should have been made to such Participant, Spouse, Alternate Payee, or Beneficiary or in the event a person other than a Participant, Spouse, Alternate Payee, or Beneficiary receives an erroneous payment from the Plan, the Committee shall have the right, on behalf of the Plan, to recover the amount of the excess or erroneous payment from the recipient. To the extent permitted under applicable law, the Committee may, at its option, deduct the amount of such excess or erroneous payment from any future benefits payable on behalf of a Participant, regardless of whether such amount would otherwise be paid to a Participant, Spouse, or Alternate Payee, Beneficiary who did not receive the overpayment.

9.8 Facility of Payment

When a person entitled to benefits under the Plan is under legal disability, or, in the Committee's opinion, is in any way incapacitated so as to be unable to manage his or her financial affairs, the Committee may direct the Trustee to pay the benefits to such person's legal representative, or to a relative or friend of such person for such person's benefit, or the Committee may direct the application of such benefits for the benefit of such person. Any payment made in accordance with the preceding sentence shall be a full and complete discharge of any liability for such payment under the Plan.

SECTION 10

IN-SERVICE WITHDRAWALS

10.1 Withdrawals Upon Attainment of Age 59½

Before a Severance from Employment, but after attainment of age 59½, a Participant may withdraw of all or any portion of the balance in his or her Accounts. An application for an in-service withdrawal must be made through an Approved Form of Election. Any withdrawal payment shall be made as soon as practicable.

10.2 Withdrawals on Account of Disability

A Participant who is incurs a Disability prior to Severance from Employment may withdraw of all or any portion of the balance in his or her Accounts. An application for an in-service withdrawal must be made through an Approved Form of Election. Any withdrawal payment shall be made as soon as practicable.

10.3 Distributions To Individuals Performing Military Service

A Participant who is performing qualified military service described in Code Section 414(u)(5) for more than 30 days shall be treated as having incurred a Severance from Employment for purposes of receiving a distribution from his or her Elective Deferral Account. If such Participant elects to receive a distribution from his or her Elective Deferral Account, the Participant cannot make Elective Deferrals or Catch-Up Contributions for six months following election and payment of such distribution.

10.4 Application for In-Service Withdrawals

An application for any in-service withdrawal under this SECTION 10 must be made through an Approved Form of Election. The minimum amount of any in-service withdrawal is \$1,000. Any withdrawal payment shall be made as soon as practicable.

SECTION 11

LOANS

11.1 Terms and Conditions of Loans

Pursuant to procedures the Committee shall establish for loan applications and processing, the Committee may approve loans to Participants, including Participants who have had a Severance from Employment, subject to the following terms and conditions.

- (a) Any application for a loan must be made through an Approved Form of Election.
- (b) A loan shall be evidenced by a promissory note in a form approved by the Committee and shall provide for repayment over a fixed period and interest at the prevailing rate, which payment period and interest rate shall be determined by the Committee in a uniform manner. The payment period shall not extend beyond five years after the date the loan is made, unless the proceeds of the loan are used to purchase the Participant's principal place of residence, in which case such loan must be repaid within ten years after the date the loan is made.
- (c) The Committee shall determine the number of loans that a Participant may have outstanding at any one time, provided such limit shall be applied in a uniform manner.
- (d) The Participant shall pledge a portion of his or her Accounts as security for such loan, and shall pay from such Accounts all reasonable fees related to the processing of any loan.

11.2 Amount of Loans

The principal amount of any loan made to a Participant, together with the unpaid balance of any other outstanding loans under the Plan and all other qualified employer plans (as defined in Code Section 72(p)(4)) sponsored by the Employer, on the date the loan is made, shall not exceed the lesser of (a) or (b) below:

- (a) \$50,000, reduced by the excess (if any) of: (i) the highest outstanding balance of loans under the Plan and all other qualified employer plans during the twelve-month period ending the day before such loan was made, minus (ii) the outstanding balance of such outstanding loans on the date on which such loan was made; or
- (b) One-half of the total balance of the Participant's Accounts.

The minimum loan amount to a Participant shall not be less than \$1,000.

11.3 Repayment of Loans

Repayment of each loan shall be made by withdrawals from the Participant's bank accounts with the Participant's consent. Each loan shall require substantially level amortization with payments not less frequently than quarterly. Prepayment of all or a portion of the loan is permitted at any time without penalty by certified check or money order made payable to the Trustee. Pursuant to rules established by the Committee, if a Participant is on an unpaid leave of absence or incurs a Severance from Employment, then the Participant may continue to repay his or her loans on at least a monthly basis in accordance with the Plan's loan procedures. However, if a Participant is on an unpaid leave of absence due to qualified military service, his or her loan repayments may be suspended in accordance with Code Section 414(u)(4), and for the duration of his or her qualified military service, the interest rate on his or her outstanding loan shall be capped at the lesser of the original loan rate or 6%.

Loan repayments shall be credited to the Participant's Accounts from which the loan was made as of the date such payment is received by the Trustee on a pro rata basis. Loan repayments shall be credited to the Investment Funds in accordance with the Participant's investment election under Subsection 6.2 in effect at the time of loan repayment, and, in the absence of such investment election, to the default investment arrangement specified by the Committee in accordance with ERISA Section 404(c)(5) and related regulations.

11.4 Unpaid Loans

A loan which is not repaid when due shall be deemed to be in default and shall be treated as a "deemed distribution" if not repaid within the cure period specified in uniform rules and guidelines established by the Committee. Upon distribution of a Participant's Accounts before a loan is repaid in full, the unpaid loan balance, together with loan interest, shall become due and payable, and the Trustee shall first satisfy the indebtedness from the Participant's Account before making any payments to Participant. If a loan defaults, foreclosure on the promissory note and attachment of security on such loan shall not occur until a distributable event occurs under the Plan.

SECTION 12

CLAIMS PROCEDURES

12.1 Initial Benefit Claims

In the event of a dispute between the Trustee or Committee and a Participant or Beneficiary over the amount of benefits payable under the Plan, the Participant or Beneficiary may file a claim for benefits by notifying the Committee of such claim. Such notification must be in writing and shall set forth the basis of such claim.

The Committee shall decide whether to grant a claim within 90 days of the date on which the claim is received, unless special circumstances require a longer period for review of the claim, and the claimant is notified in writing of the extension of time within the first 90-day period; provided, however, that no extension shall be longer than an additional 90 days beyond the original response deadline.

12.2 Initial Claim Processing and Appeal

If a claimant has not submitted sufficient information to the Committee to process a benefit claim, the claimant shall be notified of the incomplete claim and given time to submit additional information. This shall extend the time in which the Committee has to respond to the claim from the date the notice of insufficient information is sent to the claimant until the date the claimant responds to the request. If the claimant does not submit the requested missing information to the Committee within a reasonable time period, the claim shall be denied.

Whenever a claim for benefits is denied, written notice, prepared in a manner calculated to be understood by the claimant, shall be provided to the claimant, setting forth the specific reasons for the denial, referring to the specific Plan provisions on which the denial is based, explaining the procedures for review of the decision made by the Committee, and explaining the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on appeal. If the denial is based upon submission of information insufficient to support a decision, the Committee shall specify the information which is necessary to perfect the claim and its reasons for requiring such additional information. Benefits shall be paid only if the Committee determines in its discretion that a claimant is entitled them.

Any request for review must be in writing and shall be addressed to the Committee. The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof, and any other matters which the claimant deems pertinent. The Committee may require the claimant to submit such additional facts, documents, or other material as the Committee may deem necessary or appropriate in making its review.

12.3 Appeal Procedures

Any individual whose claim for benefits is denied in whole or in part (or such person's authorized representative) may appeal the denial by submitting to the Committee a written request for review of the application within 60 days after receiving written notice of the denial from the Committee. The Committee shall give the claimant (or the claimant's representative)

an opportunity to review pertinent documents and to submit written comments and other information (even if such information was not submitted in connection with the initial claim) in preparing such request for review.

The Committee shall act upon each request for review within 60 days after receipt thereof unless special circumstances require an extension of time of up to an additional 60 days for processing the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 60-day period; provided, however that such review shall be made no later than 120 days after the Committee's receipt of the claimant's written request for review.

12.4 Appeals Processing

Within the applicable time periods described above, the Committee shall give written notice of its appeal decision to the claimant. In the event the Committee confirms the denial of the application for benefits in whole or in part, such notice shall set forth, in a manner calculated to be understood by the claimant, the specific reasons for such denial, specific references to the Plan provisions on which the decision was based, a statement that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records, and other information relevant to the benefit claim, and a statement regarding the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on appeal. In the event that the Committee determines that the claim for benefits should not have been denied in whole or in part, the Committee shall take appropriate remedial action.

The Committee shall establish rules and procedures, consistent with the Plan and with ERISA, as it may deem necessary or appropriate in carrying out its responsibilities under this Section. The Committee may require a claimant who wishes to submit additional information in connection with a claim or appeal to do so at the claimant's own expense.

No action at law or in equity shall be brought to recover benefits under the Plan until the claim and review process in this SECTION 12 has been exercised and until the Plan benefits requested in such review have been denied in whole or in part. If any judicial proceeding is undertaken to appeal the denial of a claim or bring any other action under ERISA other than a breach of fiduciary duty claim, the evidence presented shall be strictly limited to the evidence timely presented to the Committee. In addition, any such judicial proceeding must be filed within 90 days after the Committee's final decision. All decisions and communications to Participants, Spouses, Beneficiaries, or other persons regarding a claim for benefits under the Plan shall be held strictly confidential by the Participant, Spouse, Beneficiary (or other claimant), and the Committee, the Employers, and their agents.

12.5 Committee's Decision Final

Benefits under the Plan shall be paid only if the Committee, or its delegate, decides in its sole discretion that a Participant or Beneficiary (or other claimant) is entitled to them. Subject to applicable law, any interpretation of the provisions of the Plan and any decisions on any matter within the discretion of the Committee made by the Committee, or its delegate, in good faith shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when

it becomes known and the Committee shall make such adjustment on account thereof as it considers equitable and practicable.

SECTION 13

MANAGEMENT OF TRUSTS

13.1 Trustee and Trust Agreement

All Plan assets shall be held in the Trust. The Trust shall be held by a Trustee under a Trust Agreement approved by the UUA. The assets of the Trust shall be held, invested and disposed of in accordance with the terms of the Trust Agreement. The Trustee shall provide a bond for the faithful performance of its duties under the Trust to the extent required by ERISA.

13.2 Receipt of Contributions

The Trustee is accountable to the Employers for the funds contributed to it by the Employers, but does not have any duty to collect any contributions from the Employers or to see that funds deposited with it are deposited according to the provisions of the Plan.

13.3 Duties of the Trustee Regarding Plan Payments

At the direction of the Committee, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

13.4 Trustee's Compensation and Expenses and Taxes

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the UUA and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the UUA. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

13.5 Records and Statements

The records of the Trustee pertaining to the Plan must be open to the inspection of the UUA and the Committee at all reasonable times and may be audited from time to time by any person or persons as the UUA or the Committee may specify in writing. The Trustee must furnish the UUA or the Committee with information relating to the Trust Fund that the UUA or the Committee considers necessary.

13.6 Resignation, Removal and Succession of Trustee

The UUA may remove the Trustee by delivering written notice of removal to the Trustee at least 30 days prior to the effective date of its removal. The Trustee may resign at any time by delivering written notice of its removal at least 30 days prior to the effective date of its removal. Upon the resignation or removal of the Trustee, a successor shall be appointed by the UUA. Any such successor, upon accepting such appointment in writing and delivering same to the UUA,

shall become vested with all rights, powers and duties of its predecessor as if it were originally named as the Trustee. Until such a successor is appointed, the remaining Trustee shall have full authority to act under the terms of the Plan. A successor Trustee shall not be liable for any act or failure of any predecessor Trustee, except as required by ERISA. The UUA may designate one or more successors prior to the resignation or removal of a Trustee. In the event a successor is so designated by the UUA and accepts such designations, the successor shall become vested with all rights, powers and duties of its predecessor as if it were originally named as Trustee immediately upon the resignation or removal of the predecessor Trustee.

13.7 Limitation of Liability

The Trustee shall not be liable for any losses resulting from the investment directions (or failure to make any such investment directions) of Participants pursuant to Subsection 6.2.

13.8 Restrictions as to Reversion of Trust Fund to the Employers

Except as otherwise provided in this Subsection, all assets of the Trust Fund shall be retained for the exclusive benefit of Participants, Alternate Payees, and Beneficiaries. All the Employers shall have no right, title, or interest in the assets of the Trust Fund. No part of the assets of the Trust Fund at any time shall revert to, or be repaid to, the Employers, directly or indirectly, unless a contribution or a portion of a contribution is made by an Employer as a result of a mistake of fact. In such case, the contribution or portion of a contribution shall not be considered to have been contributed to the Trust by the Employer and, after having been reduced by any losses of the Trust allocable thereto, shall be returned to the Employer within one year of the date the amount is paid to the Trust. In no event may the return of a contribution cause any Participant's Accounts to be less than the amount had the contribution not been made under the Plan.

SECTION 14

AMENDMENT AND TERMINATION

14.1 Amendment

While the UUA expects and intends to continue the Plan, the UUA, by action of its Board of Trustees, reserves the right to amend the Plan and, by action of the Committee, reserves the right to amend the Plan to make changes required by legislative or regulatory requirements and the Participation Agreement, each in whole or in part, from time to time, except as follows:

- (a) The duties and liabilities of the Employers under the Plan cannot be increased substantially without each Employer's consent. The UUA shall provide each Employer with advance written notice of any amendment to the Plan or the Participation Agreement that changes the duties or liabilities of the Employer. Each Employer shall have 60 days to terminate its participation in the Plan following such notice of amendment to the Plan or the Participation Agreement.
- (b) The duties and liabilities of the Committee under the Plan cannot be increased substantially without its consent.
- (c) No amendment shall reduce the value of a Participant's accrued benefit (as adjusted for income, losses, expenses, appreciation, and depreciation) to less than the amount he or she would be entitled to receive if the Participant had resigned from employment with all of the Employers on the effective date of the amendment.
- (d) Except as provided in Subsection 13.2 or required by the Code or other applicable law, under no condition shall any amendment result in the return or repayment to any Employer of any part of the Trust Fund or the income therefrom, or result in the distribution of the Trust Fund for the benefit of anyone other than Participants and any other persons entitled to benefits under the Plan.

14.2 Plan Termination

The Plan shall terminate as to all Employers on any date specified by the UUA by action of its Board of Trustees with 30 days' advance written notice of the termination given to the Committee, the Trustee, and the other Employers. The Plan shall terminate as to an individual Employer on the first to occur of the following: (a) the date that Employer is no longer a member or affiliated with the UUA, (b) the date the Plan is terminated by that Employer, (c) the date that Employer is judicially declared bankrupt or insolvent, or (d) the date that Employer completely discontinues contributions under the Plan. Notwithstanding the foregoing, the UUA, by action of the Committee, reserves the right to terminate the Plan with respect to any Employer that fails to comply with the terms of the Plan and the Employer's Participation Agreement.

14.3 Nonforfeatability and Distribution on Termination

Upon complete termination or partial termination of the Plan, or the complete discontinuance of all Plan contributions, the rights of all affected Participants to benefits accrued to the date of such termination, after all adjustments, shall be nonforfeitable. Upon such occurrence, the Committee may direct the Trustee to distribute to each Participant employed by that Employer his or her benefits under the Plan in a lump sum. However, distributions under this Subsection shall be made only to the extent such distributions are permissible under Code Section 401(k) and applicable Treasury Regulations. All appropriate accounting provisions of the Plan shall continue to apply until all Participants' Accounts have been distributed under the Plan.

14.4 Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other retirement plan qualified under Code Section 401(a), each Participant's benefit shall be equal to or greater than the benefit he or she would have been entitled to receive if the Plan had terminated immediately before the merger, consolidation, or transfer.

SECTION 15

MISCELLANEOUS

15.1 Non-Alienation of Benefits

The interests of persons entitled to benefits under the Plan are not subject to their debts or other obligations and, except as may be required by the tax withholding provisions of the Code or any state's income tax act or pursuant to a Qualified Domestic Relations Order. Plan benefits may not be voluntarily or involuntarily sold, transferred, alienated, assigned, or encumbered.

15.2 Absence of Guaranty

Neither the Committee, the Trustee, nor any Employer in any way guarantees the Trust Fund from loss or depreciation. Except as required by applicable law, the Committee and the Employers do not guarantee any payment to any person. The liability of a Trustee or the Committee to make any payment under the Plan shall be limited to the assets held by the Trustee which are available for that purpose.

15.3 Employment Rights

The Plan does not constitute a contract of employment, and participation in the Plan shall not give any Employee the right to be retained in the employ of any Employer, nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

15.4 Litigation by Participants or Other Persons

If a legal action begun against a Fiduciary or any person or persons to whom the Fiduciary has delegated all or part of its duties hereunder, by or on behalf of any person results adversely to that person, or if a legal action arises because of conflicting claims to a Participant's or other person's benefits, the cost to the Fiduciary or any person or persons to whom the a Fiduciary has delegated all or part of its duties hereunder of defending the action shall be charged to the Accounts of individuals or Participants involved in the action to the extent permitted by law.

15.5 Evidence

Evidence required of anyone under the Plan may be by certificate, affidavit, document, or other information that the person acting on it considers pertinent and reliable, and signed, made, or presented by the proper party or parties.

15.6 Waiver of Notice

Any notice required under the Plan may be waived by the person entitled to such notice.

15.7 Controlling Law

Except to the extent superseded by laws of the United States, the laws of Massachusetts shall be controlling in all matters relating to the Plan.

15.8 Statutory References

Any reference in the Plan to a section of the Code or ERISA, or to a section of any other Federal law, shall include any comparable section or sections of any future legislation that amends, supplements, or supersedes that section.

15.9 Severability

In case any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provision had never been set forth in the Plan.

15.10 Action By Employers

Any action required or permitted to be taken by an Employer under the Plan shall be by resolution of its board of directors or trustees, by resolution of a duly authorized committee of its board of directors or trustees, or by a person or persons authorized by resolution of its board of directors or trustees or such committee.

15.11 Examination of Documents

Copies of the Plan and Trust, and any amendments thereto, are on file at the office of the UUA where they may be examined by any Participant or other person entitled to benefits under the Plan during normal business hours.

15.12 Manner of Delivery

Each notice or statement provided to a Participant shall be delivered in any manner established by the Committee and in accordance with applicable law, including, but not limited to, electronic delivery.

15.13 Effect on Other Benefits

Except as otherwise specifically provided under the terms of any other employee benefit plan of an Employer, a Participant's participation in this Plan shall not affect the benefits provided under such other employee benefit plan.

15.14 Headings

The headings of Sections, Subsections, and Paragraphs are included solely for reference and convenience and are not intended to modify or otherwise affect the text of the Plan.

15.15 No Third-Party Beneficiaries

The Plan constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and are not intended to confer upon any other person any rights or remedies hereunder.

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