As filed with the Securities and Exchange Commission on July 29, 2022

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SECURITY NATIONAL FINANCIAL CORPORATION
(Exact name of registrant as specified in its charter)

Utah	**87-0745941**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

433 Ascension Way, 6th Floor
Salt Lake City, Utah 84123
Telephone: (801) 264-1060
(Address of Principal Executive Offices, including Zip Code)

SNF Corporation Tax-Favored Retirement Savings Plan
Security National Financial Corporation 2022 Equity Incentive Plan
(Full title of the plan)

Copies to:

Dane Johansen
Parr Brown Gee & Loveless
101 South, 200 East, Suite 700
Salt Lake City, Utah 84111
(801) 532-7840

Indicate by check mark whether the Company is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registration has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

In addition, pursuant to Rule 416(c) of the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan(s) described herein.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

All information required by Part I to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with the Note to Part I of Form S-8 and Rule 428 of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Company with the Commission are hereby incorporated herein by reference (SEC File No. 000-09431):

(1) The Company's Proxy Statement on Form DEF 14A filed with the Commission on May 6, 2022;

(2) The Company's Annual Reports on Form 10-K for the year ended December 31, 2021 filed with the Commission on March 31, 2022;

(3) The Company's Quarterly Report on Form 10-Q filed with the Commission on May 16, 2022, which contains the Company's quarterly report for the quarterly period ended March 31, 2022; and

(4) The Company's Current Reports on Form 8-K dated June 17, 2022 and June 23, 2022.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, other than information furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

You may request a copy of these filings at no cost (other than exhibits unless those exhibits are specifically incorporated by reference herein) by writing or telephoning us at the following address:

Security National Financial Corporation
433 Ascension Way, 6th Floor
Salt Lake City, UT 84123
Telephone: (801) 264-1060

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable

Item 6. Indemnification of Directors and Officers

The Company's Amended Bylaws adopted and approved May 12, 2017, provide that the Company may, to the maximum extent and in the manner permitted by the Utah Revised Business Corporation Act (the "Revised Act"), indemnify an individual made a party to a proceeding because he is or was a director or an officer, against liability incurred in the proceeding if his conduct was in good faith, he reasonably believed that his conduct was in, or not opposed to, the Company's best interests, and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. Termination of the proceeding by judgment, order, settlement, conviction, upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the director or the officer did not meet the standard of conduct described. The Company may not indemnify a director in connection with a proceeding by or in the right of the Company in which the director or the officer was adjudged liable to the Company, or in connection with any other proceeding charging that the director of the officer derived an improper personal benefit, whether or not involving action in his official capacity, in which proceeding he was adjudged liable on the basis that he derived an improper personal benefit.

The Amended Bylaws further provide that the Company shall indemnify a director or an officer who was successful, on the merits or otherwise, in the defense of any proceeding, or in the defense of any claim, issue, or matter in the proceeding, to which he was a party because he is or was a director or an officer of the Company, against reasonable expenses incurred by him in connection with the proceeding or claim with respect to which he has been successful.

The Company may not indemnify a director or an officer unless authorized by and a determination has been made in a specific case that indemnification of the director of the officer is permissible in the circumstances because the director or officer has met the appliable standard of conduct set forth in the Amended Bylaws.

Under Section 16-10a-903 of the Revised Act, unless limited by its articles of incorporation, the Company shall indemnify a director who was successful, on the merits or otherwise, in the defense of any proceeding, or in the defense of any claim, issue, or matter in the proceeding, to which he was a party because he is or was a director of the corporation, against reasonable expenses incurred by him in connection with the proceeding or claim with respect to which he has been successful. Under Section 16-10a-907 of the Revised Act, unless otherwise provided by its articles of incorporation, an officer of the corporation is entitled to mandatory indemnification under Section 16-10a-903, and is entitled to apply for court-ordered indemnification under Section 16-10a-905, in each case to the same extent as a director.

The foregoing summaries are necessarily subject to the complete text of the statute, the Company's Amended Bylaws, and the arrangements referred to above, and are qualified in their entirety by reference thereto.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1	Articles of Amendment and Restatement to the Articles of Incorporation of the Company*(1)
4.2	Amended Bylaws of the Company(1)
4.3	SNF Corporation Tax-Favored Retirement Savings Plan *
4.4	Security National Financial Corporation 2022 Equity Incentive Plan *
5.1	Opinion of Parr Brown Gee & Loveless as to the legality of the securities being registered *
23.1	Consent of Deloitte & Touche LLP *
23.2	Consent of Parr Brown Gee & Loveless (included in Item 5.1 above).
24.1	Power of Attorney (included on signature page of this Registration Statement).

*Filed herewith

Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; *provided*, *however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this item do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Salt Lake City, State of Utah, on July 29, 2022

SECURITY NATIONAL FINANCIAL CORPORATION

/s/ Scott M. Quist

Scott M. Quist
Chairman of the Board, President, and Chief Executive Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons on behalf of the Company in the capacities and on the date indicated. Each person whose signature to this registration statement appears below hereby constitutes and appoints Scott M. Quist as his true and lawful attorney-in-fact and agent, with full power of substitution, to sign on his behalf individually and in the capacity stated below and to perform any acts necessary to be done in order to file (i) any and all amendments and post-effective amendments to this registration statement, and any and all exhibits, instruments or documents filed as part of or in connection with this registration statement or the amendments thereto and (ii) a registration statement and any and all amendments thereto, relating to the offering covered hereby filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, and each of the undersigned does hereby ratify and confirm all that said attorneys-in-fact and agents, or their substitutes, shall do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ Scott M. Quist Scott M. Quist	Chairman of the Board, President, and Chief Executive Officer	July 29, 2022
/s/ John L. Cook John L. Cook	Director	July 29, 2022
/s/ Robert G. Hunter Robert G. Hunter	Director	July 29, 2022
/s/ Ludmya B. Love Ludmya B. Love	Director	July 29, 2022
/s/ Gilbert A. Fuller Gilbert A. Fuller	Director	July 29, 2022
/s/ Shital A. Mehta Shital A. Mehta	Director	July 29, 2022
/s/ Jason G. Overbaugh Jason G. Overbaugh	Director	July 29, 2022
/s/ S. Andrew Quist S. Andrew Quist	Director	July 29, 2022
/s/ Adam G. Quist Adam G. Quist	Director	July 29, 2022
/s/ H. Craig Moody H. Craig Moody	Director	July 29, 2022

SECURITY NATIONAL FINANCIAL CORPORATION

EXHIBIT INDEX

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5.1	Opinion of Parr Brown Gee & Loveless as to the legality of the securities being registered*
23.1	Consent of Deloitte & Touche LLP *
23.2	Consent of Parr Brown Gee & Loveless (included in Item 5.1 above).
24.1	Power of Attorney (included on signature page of this Registration Statement).
107	Calculation of Filing Fee Table

*Filed herewith

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 29 day of JUN 20 22
In this office of this Division and hereby issued
This Certificate thereof.

Examiner ALA Date 06/30/22

L Veillette
Leigh Veillette
Division Director

Articles of Amendment and Restatement

to the

Articles of Incorporation

of

Security National Financial Corporation

RECEIVED
JUN 29 2022
Utah Div. of Corp. & Comm. Code

1. The name of this Corporation is Security National Financial Corporation.

2. The Articles of Incorporation of this Corporation are amended and restated to read in their entirety as follows:

"ARTICLE I

Name

The name of this Corporation is Security National Financial Corporation.

ARTICLE II

Duration

The period of duration of the Corporation shall be perpetual.

ARTICLE III

Objects, Purposes, and Powers

The Corporation is organized to engage in any lawful acts, activities and pursuits for which a corporation may be organized under the Utah Revised Business Corporation Act (the "Act").

ARTICLE IV

Capital Stock

The authorized capital stock of the Corporation shall consist of 56,000,000 shares divided into 40,000,000 shares of $2.00 par value common stock, 5,000,000 shares of $1.00 par value common stock, 6,000,000 shares of $2.00 par value common stock, and 5,000,000 shares of $1.00 par value Preferred Stock. The common stock which the Corporation is authorized to issue is divided as follows:

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Forty Million (40,000,000) shares of $2.00 par value Class A common stock;

Five Million (5,000,000) shares of $1.00 par value Class B common stock; and

Six Million (6,000,000) shares of $2.00 par value Class C common stock.

The Preferred Stock may be issued:

(a) Subject to the right of the Corporation to redeem any of such shares at a price not less than the par value thereof;

(b) Entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends;

(c) Having preference over any other class or series of shares as to payment of dividends;

(d) Having preference in the assets of the Corporation over any other class or classes of shares upon the voluntary or involuntary liquidation of the Corporation;

(e) Being convertible into shares of any other class or into shares of any series of the same or any other class, except a class having prior or superior rights and preferences as to dividends or distribution of assets upon liquidation.

The Board of Directors shall have authority to divide and issue the Preferred Stock in series and to establish variations in relative rights and preferences between such series as provided by the Utah Revised Business Corporation Act. All shares of Preferred Stock shall be identical except as to any variations established by the Board of Directors pursuant to the preceding sentence. Except as may be provided for by law, the Preferred Stock shall be non-voting stock and the holders of such stock shall not be entitled to any voice in the management of the Corporation, nor to any voting powers at any stockholders' meeting, by virtue thereof.

ARTICLE V

Preferences, Limitations and Relative Rights of Common Stock

No share of the common stock authorized in Article IV shall have any preference over or limitation in respect to any other share of such common stock except as set forth in this Article V. Except as set forth in this Article V, all shares of the common stock authorized in Article IV shall have equal rights and privileges, including the following:

1. All outstanding shares of common stock shall share equally in dividends, except that in the event of cash dividends, the Class C common shares shall in no event

receive per share cash dividends in excess of 90% of the per share cash dividends received by the Class A and/or Class B common shares; and further provided that with respect to liquidating dividends and distributions on the common stock, the Class C common shares shall in no event receive per share distribution in excess of 90% of the per share distributions received by the Class A and/or Class B common shares; and further provided that with respect to all other distributions on the common stock, not including cash dividends and liquidating dividends and distributions, the Class C common shares shall in no event receive per share distributions in excess of 100% of the per share distributions received by the Class A and/or Class B common shares. Neither the purchase or redemption by the Corporation of stock of any class, in any manner permitted by law, nor the merger, consolidation, or other business combinations of the Corporation or any of its subsidiaries with or into any other corporation or corporations, nor the sale or transfer by the Corporation of all or any part of its properties or assets shall be deemed to be liquidating dividends and distributions for purposes of this Article V. No holder of Class C common stock shall be entitled to receive any amounts with respect thereto upon liquidation, dissolution, or winding up of the Corporation other than the amounts provided for in this Article V.

The classes of common stock shall share equally in stock dividends declared which shall be payable in common stock of each common stockholder's particular class (for example, if a 10% stock dividend is declared for the Class A common stock, there shall also be declared a 10% stock dividend for the Class B and C common stock, and a Class A common stockholder would receive 10% additional shares of Class A common stock, a Class B common stockholder and a Class C common stockholder would receive 10% additional shares of Class B or C common stock respectively). Except for a two-for-one forward stock split effective as of November 12, 1996, involving only Class C common stock, and a one-for-ten reverse stock split, effective as of July 2, 2014, also involving only Class C common stock, stock splits shall be administered among the classes of common stock similarly to stock dividends. Dividends with respect to all common shares shall be payable at the discretion of the Board of Directors of the Corporation at such times and in such amounts as it deems advisable subject to the provisions of any applicable law. However, any dividends may be declared by the Board of Directors of the Corporation as may be permitted by the Utah Revised Business Corporation Act. In addition, the Board of Directors of the Corporation, from time to time, may distribute to stockholders in partial liquidation, out of stated capital or capital surplus of the Corporation, a portion of the assets, in cash or property, subject to the following provisions:

(a) No such distribution shall be made at a time when the Corporation is insolvent or when such distribution would render the Corporation insolvent.

(b) Each such distribution when made, shall be identified as a distribution in partial liquidation and the amount per share disclosed to the stockholders receiving the same concurrently with the distribution thereof.

(c) No distribution shall be made to the holders of any class of shares unless all cumulative dividends accrued on all preferred shares entitled to preferential dividends shall have been fully paid.

(d) No such distribution shall be made to the holders of any class of shares which would reduce the remaining net assets of the Corporation below the aggregate preferential amount, if any, payable in the event of voluntary liquidation to the holders of shares having preferential rights to the assets of the Corporation in the event of liquidation.

2. The Class B common stock shall be non-voting stock, and the holders of such stock shall not be entitled to any voice in the management of the Corporation, nor to any voting powers at any stockholders' meeting by virtue thereof, except as set forth herein. Holders of Class B common stock shall have the right to vote as a class upon any proposed amendment to the Articles of Incorporation of this Corporation which would:

(a) Increase or decrease the aggregate number of authorized shares of the Class B common stock;

(b) Increase or decrease the par value of the shares of the Class B common stock;

(c) Effect any exchange, reclassification or cancellation of all or part of the shares of the Class B common stock;

(d) Effect an exchange, or create a right of exchange, of all or any part of the shares of another class into the shares of the Class B common stock;

(e) Change the designations, preferences, limitations or relative rights of the shares of the Class B common stock;

(f) Change the shares of Class B common stock into the same or a different number of shares, either with or without par value, of the same class or another class or classes;

(g) Create a new class of shares having rights and preferences prior and superior to the shares of the Class B common stock, or increase the right and preferences of any class having rights and preferences prior or superior to the shares of the Class B common stock; or

(h) Cancel or otherwise affect dividends on the shares of Class B common stock which have accrued but have not been declared.

In addition, holders of Class B common stock shall be entitled to such further voting rights, as a class, as are set forth in the Utah Business Corporation Act.

3. Each outstanding share of Class A common stock shall be entitled to one (1) vote at stockholders' meetings, either in person or by proxy. Class C common stock shall have ten (10) votes per share at stockholders' meetings provided, however, that at every meeting of the stockholders called for the election of directors, the holders of Class A common stock, voting separately as a class, shall be entitled to elect one-third (1/3) of the number of directors to be elected at such meeting and if one-third (1/3) of such number of directors is not a whole number, then the holders of Class A Common Stock, voting separately as a class, shall be entitled to elect the next higher whole number of directors to be elected at such meeting. In the election of the remaining directors to be elected and for all other proper corporate matters, each outstanding share of Class A common stock shall have one (1) vote, either in person or proxy and each outstanding share of Class C common stock shall have ten (10) votes.

4. (a) No person holding shares of Class C common stock (hereinafter called a "Class C Holder") may transfer, and the Corporation shall not register the transfer of, such shares of Class C common stock, whether by sale, assignment, gift, bequest, appointment or otherwise, except to a "Permitted Transferee" of such Class C Holder, which term shall have the following meanings:

(i) In the case of a Class C Holder who is a natural person holding record and beneficial ownership of the shares of Class C common stock in question, "Permitted Transferee" means:

(A) the spouse of such Class C Holder;

(B) a lineal descendant of a grandparent of such Class C Holder;

(C) the trustee of a trust (including a voting trust) for the benefit of:

(1) one or more of such Class C Holders;

(2) other lineal descendants of a grandparent of such Class C Holder;

(3) the spouse of such Class C Holder; or

(4) any organization contributions to which are deductible for federal income, estate or gift tax purposes (hereinafter called a "Charitable Organization"), and for the benefit of no other person;

provided that such trust may grant a general or special power of appointment to the spouse of a Class C Holder and may permit trust assets to be used to pay taxes, legacies and other obligations of the trust or the estate of such Class C Holder payable by reason of the death of such Class C Holder, and provided, that such trust must prohibit transfer

of shares of Class C common stock to persons other than Permitted Transferee as defined in this clause (i);

(D) a Charitable Organization established by such Class C Holder, such Class C Holder's spouse, or a lineal descendant of a grandparent of such Class C Holder;

(E) a corporation, all of the outstanding capital stock of which is owned by, or partnership or joint venture all of the partners or venturers of which are, one or more of such Class C Holders, other lineal descendants of a grandparent of such Class C Holder, and the spouse of such Class C Holder; provided, that if any share of capital stock of such a corporation (or of any survivor of a merger or consolidation of such a corporation), or any partnership interest in such a partnership, is acquired by any person who is not within such class of persons, all shares of Class C common stock then held by such corporation or partnership, as the case may be, shall be deemed without further act on anyone's part to be converted into shares of Class A common stock on the basis of one (1) share of Class C common stock for one (1) share of Class A common stock and shall thereupon and thereafter be deemed to represent the appropriate number of shares of Class A common stock.

(ii) In the case of a Class C Holder holding shares of Class C common stock as trustee pursuant to a trust which was irrevocable on the record date for determining the persons to whom the Class C common stock is first distributed by the Corporation (hereinafter in this paragraph (4) called the "Record Date"), "Permitted Transferee" means any person to whom or for whose benefit principal may be distributed either during or at the end of the term of such trust whether by power of appointment or otherwise.

(iii) In the case of a Class C Holder holding shares of Class C common stock as trustee pursuant to a trust other than a trust described in clause (ii) above, "Permitted Transferee" means the persons who established such trust, and Permitted Transferee determined pursuant to clause (i) above.

(iv) In the case of a Class C Holder holding record (but not beneficial) ownership of the shares of Class C common stock in question as nominee for the person who was the beneficial owner thereof on the Record Date, "Permitted Transferee" means such beneficial owner thereof on the Record Date, such beneficial owner determined pursuant to clauses (i), (iii), or (v) hereof, as the case may be.

(v) In the case of a Class C Holder which is a corporation (other than a charitable organization described in subclause (C) of clause (i) above) holding record and beneficial ownership of the shares of Class C common stock in question, "Permitted Transferee" means any stockholder of such corporation

receiving shares of Class C common stock through a dividend or through a distribution made upon liquidation of such corporations, and the surviving corporation of a merger or consolidation of such corporation.

(vi) In the case of a Class C Holder which is the estate of a deceased Class C Holder or which is the estate of a bankrupt or insolvent Class C Holder, and provided such deceased, bankrupt or insolvent Class C Holder, as the case may be, held record and beneficial ownership of the Shares of Class C common stock in question, "Permitted Transferee" means a Permitted Transferee of such deceased, bankrupt or insolvent Class C Holder as determined pursuant to this paragraph 4.

(vii) In the case of a Class C Holder which is a partnership or joint venture holding shares of Class C common stock, "Permitted Transferee" means any one of the partners of venturers; provided that if any partnership or joint venture interest is acquired by any persons not a partner or venturer of such partnership or joint venture or of a "Permitted Transferee" of such partner or venturer, all shares of Class C common stock then held by such partnership or joint venture shall be deemed, without further act on anyone's part, to be converted into shares of Class A common stock and shall thereupon be deemed to represent the like number of shares of Class A common stock.

(viii) In the case of a Class C Holder which is a corporation in bankruptcy holding shares of Class C common stock, "Permitted Transferee" means any other Class C Holder or "Permitted Transferee" of any Class C Holder.

(b) Notwithstanding the provisions of this paragraph 4, a holder of record of a share of Class A common stock, which share meets all of the following criteria, shall be entitled to exchange said Class A common stock for Class C common stock on the basis of one (1) share of Class C common stock for each share of the Class A common stock so owned by such holder of record; provided, however, such stockholder converts his Class A common stock into Class C common stock within the 45 day period following the conclusion of a holding period of the Class A common stock of 48 continuous months. Shares not converted within such 45 day period shall thereafter be Class A common shares with no further conversion rights into Class C common shares.

(i) The Class A common shares were obtained by a transfer of Class C common shares to a Non-Permitted Transferee which converted the Class C common shares to Class A common shares pursuant to the provisions of this paragraph 4.

(ii) Such shares of Class A common stock have had the same record and beneficial owner for a continuous period of 48 months.

(iii) For purposes of this subparagraph (b), any shares of Class A or Class C common stock acquired by the beneficial owner as a direct result of a

stock split, stock dividend or other type of distribution of shares with respect to existing shares ("dividend shares") will be deemed to have been acquired and held continuously from the date on which the shares with regard to which the dividend shares were issued were acquired.

(iv) For purposes of this subparagraph (b), any share of the Class A common stock held in "street" or "nominee" name shall be presumed to have been acquired by the beneficial owner subsequent to February 4, 1986 and to have had the same beneficial owner for a continuous period of less than 48 months prior thereto. This presumption shall be rebuttable by presentation to the Corporation by such beneficial owner of satisfactory evidence to the contrary. Any disputes arising in respect of this subclause shall be definitely resolved by a determination of the Board of Directors made in good faith.

(c) Notwithstanding anything to the contrary herein, any Class C Holder may pledge such Holder's shares of Class C common stock to a pledgee pursuant to a bona fide pledge of such shares as collateral security for indebtedness due to the pledgee, provided that such shares shall not be transferred to or registered in the name of the pledgee and shall remain subject to the provisions of this paragraph 4.

In the event of foreclosure or other similar action by the pledgee, such pledged shares of Class C common stock may only be transferred to a Permitted Transferee of the pledgor or converted into shares of Class A common stock, as the pledgee may elect.

(d) For purposes of this paragraph 4:

(i) The relationship of any person that is derived by or through legal adoption shall be considered a natural one.

(ii) Each joint owner of shares of Class C common stock shall be considered a "Class C Holder" of such shares.

(iii) A minor for whom shares of Class C common stock are held pursuant to a Uniform Gifts to Minors Act or similar law shall be considered a Class C Holder of such shares.

(iv) Unless otherwise specified, the term "person" means both natural persons and legal entities.

(e) Any purported transfer of shares of Class C common stock not permitted hereunder shall have the effect of converting the shares so transferred into Class A common shares on the basis of one (1) share of Class C common stock for one (1) share of Class A common stock. The Corporation may, as a condition to the transfer or the registration of transfer of shares of Class C common stock to a purported Permitted Transferee, require the furnishing of such affidavits or other proof as it deems necessary to establish that such transferee is a Permitted Transferee. The Corporation must note on

the certificates for shares of Class C common stock the restrictions on transfer and registration of transfer imposed by this paragraph 4. The Corporation must also note on the certificates for shares of Class A common stock obtained by a transfer of Class C common shares to a Non-Permitted Transferee that such shares may be converted to Class C common stock on the basis of one (1) share of Class C common stock for one (1) share of Class A common stock, if the conditions of Article V, paragraph 4, subparagraph (b) are complied with, including a continuous holding period of 48 months with a following 45 day conversion period, or such conversion right will be forfeited.

5. (a) Each share of Class C common stock may at any time be converted into one (1) fully paid and non-assessable share of Class A common stock, except following a stockholder vote approving a plan of complete liquidation or dissolution of the Corporation when the conversion ratio shall be at the reduced rate of 1.111 shares of Class C common stock to one (1) share of Class A common stock, provided that upon abandonment of a plan of liquidation or dissolution the conversion rate will revert to one (1) share of Class C stock for one (1) share of Class A stock. Such right shall be exercised by the surrender of the certificate representing such shares of Class C common stock to be converted to the Corporation at any time during normal business hours at the principal executive offices of the Corporation, or if an agent for the registration or transfer of shares of Class C common stock is then duly appointed and acting (said agent being hereinafter called the "Transfer Agent") then at the office of the Transfer Agent, accompanied by a written notice of the election by the holder thereof to convert and (if so required by the Corporation or the Transfer Agent) by instruments of transfer, in form satisfactory to the Corporation and to the Transfer Agent, duly executed by such holder or his duly authorized attorney, and transfer tax stamps or funds therefore, if required pursuant to subparagraph (e).

(b) As promptly as practicable after the surrender for conversion of a certificate representing shares of Class C common stock in the manner provided in subparagraph (a) above and the payment in cash of any amount required by the provisions of subparagraphs (a) and (e), the Corporation will deliver or cause to be delivered at the office of the Transfer Agent to or upon the written order of the holder of such certificate, a certificate or certificates representing the number of full shares of Class A common stock issuable upon such conversion, issued in such name or names as such holder may direct. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the certificate representing shares of Class C common stock, and all rights of the holder of such shares as such holder shall cease at such time and the person or person in whose name or names the certificate or certificates representing the shares of Class A common stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A common stock at such time; provided, however, that any such surrender and payment on any date when the stock transfer books of the Corporation shall be closed shall constitute the person or persons in whose name or names the certificate or certificates representing shares of Class A common stock are to be issued as the record holder or holders thereof for all purposes immediately prior to the close of business in the next succeeding day on which such stock transfer books are open.

(c) No adjustments in respect of dividends shall be made upon the conversion of any share of Class C common stock into Class A common stock; provided, however, that if a share be converted subsequent to the record date for the payment of a dividend or other distribution on shares of Class C common stock but prior to such payment, the registered holder of such share at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such share on such date notwithstanding the conversion thereof or the Corporation's default in payment of the dividend on such date.

(d) The Corporation shall at all times reserve and keep available, solely for the purpose of issue upon conversion of the outstanding shares of Class C common stock, such number of shares of Class A common stock as shall be issuable upon the conversion of all such outstanding shares, and the Corporation shall also at all times reserve and keep available for the purpose of issue upon conversion of the Class A common stock such number of shares of Class C common stock as may be issuable upon possible conversion of appropriate shares, provided that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class A or Class C common stock by delivery of purchased shares of Class A or Class C common stock which are held in the treasury of the Corporation. If any shares of Class A or Class C Common stock, required to be reserved for purposes of conversion hereunder, require registration with or approval of any governmental authority under any federal or state law before such share of Class A or Class C common stock may be issued upon conversion, the Corporation will cause such shares to be duly registered or approved, as the case may be. All shares of Class A or Class C common stock which shall be issued upon conversion of the shares of Class A or Class C common stock, will, upon issuance, be fully paid and nonassessable.

(e) The issuance of certificates of shares of Class A common stock upon conversion of shares of Class C common stock shall be made without charge for any stamp or other similar tax in respect of such issuance. However, if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class C common stock converted, the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax which may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid.

6. Except as otherwise provided in paragraphs 1 and 5 above or pursuant to shares of Class C common stock issued under a stock option plan, and except to the extent stockholders of the 1982 Series 1 Preferred Stock elect or have a right to convert their shares into Class C common stock, the Corporation shall not issue additional shares of Class C common stock after the date shares of Class C common stock surrendered for conversion shall be retired, unless otherwise approved by the affirmative vote of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote thereon. Holders of the 1982 Series 1 Preferred Stock electing to receive Class C shares shall receive one (1) share of Class C common stock for every one (1) share of Class A common stock received.

7. No stockholder of the Corporation shall be entitled as of right to subscribe for, purchase or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock, but all such additional shares of stock of any class, or bonds, debentures or other securities convertible into or exchangeable for stock, may be issued and disposed of by the Board of Directors on such terms and for such consideration, so far as may be permitted by law, and to such persons, as the Board of Directors in its absolute discretion may deem advisable.

8. Cumulative voting shall not be allowed in elections of directors or for any other purpose.

9. All shares of common stock when issued, shall be fully paid and nonassessable. No fractional shares of common stock shall be issued.

10. The Board of Directors may restrict the transfer of any of the Corporation's shares of Class A, Class B or Class C common stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, making the stock redeemable, or by restricting the transfer of the stock under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the laws of the State of Utah. Any stock so restricted must carry a conspicuous legend noting the restriction and the place where such restriction may be found in the records of the Corporation.

11. The judgment of the Board of Directors as to the adequacy of any consideration received or to be received for any shares of Class A, Class B, or Class C common stock, options in respect thereof, or any other securities which the Corporation at any time may be authorized to issue or sell or otherwise dispose of shall be conclusive in the absence of fraud, subject to the provisions of these Articles of Incorporation and any applicable law.

ARTICLE VI

Place of Business

The principal office and the principal place of business of the Corporation initially shall be located in Salt Lake City, Utah. The Board of Directors, however, from time to time may establish such other offices, branches, subsidiaries, or divisions which it may consider to be advisable. The address of the Corporation's registered office in Utah for purposes of the Utah Revised Business Corporation Act shall be 433 Ascension Way, 6th Floor, Salt Lake City, Utah 84123. The name of the Corporation's registered agent at the address of the aforesaid registered office for purposes of this Act shall be Jeffrey R. Stephens.

ARTICLE VII

Directors

The affairs of the Corporation shall be governed by a board of not less than three (3) directors. Subject to such limitation, the number of directors shall be fixed by or in the manner provided in the Bylaws of the Corporation, as may be amended from time to time, except as to the number constituting the initial board, which number shall be three (3). The organization and conduct of the board shall be in accordance with the following:

1. The directors of the Corporation need not be residents of Utah and shall not be required to hold shares of the Corporation's capital stock.

2. Meetings of the Board of Directors, regular or special, may be held within or without Utah upon such notice as may be prescribed by the Bylaws of the Corporation. Attendance of a director at a meeting shall constitute a wavier by him of notice of such meeting unless he attends only for the express purpose of objecting to the transaction of any business threat on the ground that the meeting is not lawfully called or convened.

3. A majority of the number of directors at any time constituting the Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting which a quorum is present shall be the act of the Board of Directors.

4. By resolution adopted by a majority of the directors at any time constituting the Boards of Directors, the Board of Directors may designate two or more directors to constitute an Executive Committee which shall have and may exercise, to the extent permitted by law or in such resolution, all the authority of the Board of Directors in the management of the Corporation; but the designation of any such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

5. Any vacancy in the Board of Directors, however caused or created, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is duly elected and qualified.

ARTICLE VIII

Officers

The officers of the Corporation shall consist of a President, one or more Vice Presidents as may be prescribed by the Bylaws of the Corporation, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors at such time and in such manner as may be prescribed by the Bylaws of the Corporation. Any two or more offices may be held by the same person except the offices of President and Secretary.

ARTICLE IX

Meetings of Stockholders

Meetings of the stockholders of the Corporation shall be held at such place within or without Utah and at such times as may be prescribed in the Bylaws of the Corporation. Special meetings of the stockholders of the Corporation may be called by the Chairman of the Board, the President of the Corporation, the Board of Directors, or by the record holder or holders of a least ten percent (10%) of all shares entitled to vote at the meeting. At any meeting of the stockholders, except to the extent otherwise provided by law, a quorum shall consist of a majority of the shares entitled to vote at the meeting; and, if a quorum is present, the affirmative vote of the majority of shares represented at the meeting and entitled to vote thereat shall be the act of the stockholders unless the vote of a greater number is required by law.

ARTICLE X

Bylaws

The initial Bylaws of the Corporation shall be adopted by its Board of Directors, in which all shall be vested the power to alter, amend, or repeal the Bylaws or to adopt new Bylaws.

ARTICLE XI

Transactions with Directors and
Other Interested Parties

No contract or other transaction between the Corporation and any other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by the Corporation, and no act of the Corporation shall in any way be affected or invalidated by the fact that any of the directors of the Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any director of the Corporation, individually, or any firm with which such director is affiliated may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of the Corporation; provided, however, that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors of the Corporation, or a majority thereof, at or before the entering into such contract or transaction; and any director of the Corporation who is also a director or officer of such other corporation, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize such contract or transaction and may vote thereat to authorize such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII

Acquisition of Own Shares

The Corporation may purchase, take, receive, or otherwise acquire shares of its capital stock out of any unreserved and unrestricted capital surplus then available.

ARTICLE XIII

Approval of Business Combinations

The stockholder vote required to approve Business Combinations (hereinafter defined) shall be as set forth in this Article XIII.

1. Higher Vote for Business Combinations. In addition to any affirmative vote required by law or the Articles of Incorporation, and except as otherwise expressly provided in paragraph 3 of this Article XIII:

(a) Any merger or consolidation of Security National Financial Corporation (referred to in this Article XIII as the "Corporation") or any Subsidiary (as hereinafter defined) with (i) any Interested Stockholder (as hereinafter defined) or (ii) any other corporation (whether or not itself an Interested Stockholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Stockholder; or

(b) Any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Stockholder or any Affiliate of any Interested Stockholder of all or a Substantial Part (as hereinafter defined) of the property and assets of the Corporation (including without limitation the voting securities of a subsidiary); or

(c) The adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of an Interested Stockholder or any Affiliate of any Interested Stockholder; or

(d) Any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of it Subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Stockholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which is directly or indirectly owned by any Interested Stockholder or any Affiliate of any Interested Stockholder shall require the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), voting together as a single class.

Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified by law or in any agreement with any national securities exchange or otherwise.

2. Definition of "Business Combination." The term "Business Combination" as used in this Article XIII shall mean any transaction which is referred to in any one or more of paragraphs (a) through (d) of paragraph 1 of this Article XIII.

3. When Higher Vote Is Not Required. The provisions of paragraph 1 of this Article XIII shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as is required by law and any other provision of these Articles of Incorporation, if the Business Combination shall have been approved by a majority of the Nonpartisan Directors (as hereinafter defined).

4. Certain Definitions. For purposes of this Article XIII:

(a) A "person" shall mean any individual, firm, corporation or other entity.

(b) "Interested Stockholder" shall mean any person (other than the Corporation or any Subsidiary) who or which:

(i) is the beneficial owner, directly or indirectly, of more than 5% of the outstanding Voting Stock or of more than 5% of the voting power of the outstanding Voting Stock; or

(ii) is an Affiliate of the Corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of more than 5% of the outstanding Voting Stock or of 5% or more of the voting power of the then outstanding Voting Stock; or

(iii) is an assignee of or has otherwise succeeded to any shares of Voting Stock which were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving the public offering within the meaning of the Securities Act of 1933, as amended.

(c) A "Substantial Part" shall mean more than 25% of the fair market value of the total assets of the Corporation.

(d) A person shall be a "beneficial owner" of any Voting Stock:

(i) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns, directly or indirectly; or

(ii) which such person or any of its Affiliates or Associates has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (B) the right to vote pursuant to any agreement, arrangement or understanding; or

(iii) which is beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Voting Stock.

(e) For the purpose of determining whether a person is an Interested Stockholder pursuant to subparagraph (b) of this paragraph 4, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of subparagraph (d) of this paragraph 4, but shall not include any other shares of Voting Stock which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(f) "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

(g) "Subsidiary" means any corporation of which a majority of any class of equity security is owned, directly or indirectly, by the Corporation.

(h) "Nonpartisan Director" means any member of the Board of Directors of the Corporation (the "Board") who is unaffiliated with the Interested Stockholder and was a member of the Board prior to the time that the Interested Stockholder became an Interested Stockholder, and any successor of a Nonpartisan Director who is unaffiliated with the Interested Stockholder and is recommended to succeed a Nonpartisan Director by a majority of Nonpartisan Directors then on the Board.

5. Powers of Nonpartisan Directors. A majority of the Nonpartisan Directors of the Corporation shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article XIII, including without limitation (A) whether a person is an Interested Stockholder, (B) the number of shares of Voting Stock beneficially owned by any person, (C) the voting power of the shares of Voting Stock beneficially owned by any person, (D) whether a person is an Affiliate or Associate of another, and (E) whether the assets subject to a Business Combination constitute a Substantial Part of the assets of the Corporation; and the good faith determination of a majority of the Nonpartisan Directors on such matters shall be conclusive and binding for all the purposes of this Article XIII.

6. No Effect on Fiduciary Obligations of Interested Stockholders. Nothing contained in this Article XIII shall be construed to relieve the Board of Directors or any Interested Stockholder from any fiduciary obligation imposed by law.

7. Amendment or Repeal. Notwithstanding any other provisions of these Articles of Incorporation or the Bylaws of the Corporation (and notwithstanding the fact that a lesser percentage may be specified by law, these Articles of Incorporation or the Bylaws of the Corporation), the affirmative vote of the holders of 75% or more of the voting power of the shares of the then outstanding Voting Stock, voting together as a single class, shall be required to amend or repeal, or adopt any provisions inconsistent with, this Article XIII of these Articles of Incorporation; provided however, that the preceding provisions of this paragraph 7 shall not be applicable to any amendment of this Article XIII of these Articles of Incorporation, and such amendment shall require only such affirmative vote as is required by law and any other provisions of these Articles of Incorporation, if such amendment shall have been approved by a majority of the Nonpartisan Directors.

ARTICLE XIV

Limitation on Director Liability

To the fullest extent permitted by the Utah Revised Business Corporation Act or any other applicable law as now in effect or as it may hereafter be amended, a director of this Corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take action, as a director.

No amendment or repeal of this Article XIV, and no adoption of any provision in these Articles of Restatement of Articles of Incorporation inconsistent with this Article XIV, shall eliminate or reduce the effect of this Article XIV, with respect to any matter occurring, or any cause of action, suit or claim accruing or arising prior to such amendment or repeal or adoption of any inconsistent provision.

ARTICLE XV

Indemnification

The Corporation shall indemnify all officers and directors of the Corporation against monetary damages for any action taken or any failure to take action to the fullest extent permitted by the Utah Revised Business Corporation Act as now in effect or as it may hereafter be amended."

* * *

3. The foregoing amendments to the Articles of Incorporation (the "Amendments") were adopted and approved at the Corporation's Annual Stockholders Meeting (the "Annual Meeting") held on June 17, 2022, in accordance with the requirements of Sections 16-10a-1003 and 16-10a-1007 of the Utah Revised Business Corporation Act.

4. At the time of the adoption and approval of the foregoing Amendments at the Annual Meeting, the Corporation had two classes or voting groups of common stock outstanding, which were designated as Class A common stock and Class C common stock. There were outstanding 17,642,722 shares of Class A common stock and 2,866,565 shares of Class C common stock.

5. Each of the outstanding shares of Class A common stock is entitled to one vote on matters requiring or involving stockholder approval. Each of the outstanding shares of Class C common stock is entitled to ten votes on matters requiring or involving stockholder approval.

6. At the Annual Meeting at which the resolution to approve the Amendments to the Company's Articles of Incorporation was adopted and approved by the two classes or voting groups of common stock, holders of 13,767,628 shares of Class A common stock that were represented in person or by proxy cast a total of 13,767,628 votes with respect to the resolution to approve the Amendments, and holders of 2,728,207 shares of Class C common stock that were represented in person or by proxy cast a total of 27,282,070 votes with respect to the resolution to approve the Amendments.

7. At the Annual Meeting, the Class A common stockholders cast a total of 13,091,416 votes in favor of the resolution to approve the Amendments and a total of 676,212 votes against and/or abstentions from the resolution to approve the Amendments.

8. At the Annual Meeting, the Class C common stockholders holding a total of 2,728,207 Class C common shares cast a total of 27,282,070 in favor of the resolution to approve the Amendments. There were no votes cast against the resolution to approve the Amendments by the Class C common stockholders, nor were there any abstentions among the Class C common stockholders.

9. At the Annual Meeting, the Class A and Class C common stockholders cast a combined total of 40,373,486 votes in favor of the resolution to approve the Amendments and a combined total of 676,212 votes against and/or abstentions from the resolution to approve the Amendments. The combined number of shares of Class A and Class C common stock that voted in favor of the resolution to approve the Amendments was sufficient for approval of the Amendments by the combined number of Class A and Class C common stockholders voting as a voting group.

[*Remainder of Page Left Intentionally Blank. Signature Page Follows.*]

IN WITNESS WHEREOF, these Articles of Amendment and Restatement to the Articles of Incorporation are hereby executed, effective as of this 17th day of June, 2022.

Security National Financial Corporation

By: _____
Scott M. Quist, Chairman, President
and Chief Executive Officer

Attest:

By: _____
Jeffrey R. Stephens
Senior General Counsel and Corporate Secretary

Exhibit 4.3

SNF CORPORATION
TAX-FAVORED RETIREMENT
SAVINGS PLAN

RESTATED EFFECTIVE JANUARY 1, 2012

Prepared by

DURHAM JONES & PINEGAR

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ARTICLE I
ESTABLISHMENT AND RESTATEMENT

1.1 Establishment and Restatement: This Plan is an amendment and restatement of the SNF Corporation Tax-Favored Retirement Savings Plan as it was constituted immediately preceding the effective date designated herein. It is signed and executed on the day set forth at the end of this Plan, effective for all purposes (except as specifically set forth hereafter) as of January 1, 2012. This Plan is by and between Security National Financial Corporation, an existing "C" corporation organized under the laws of the state of Utah, hereinafter referred to as the "Plan Sponsor," and Security National Financial Corporation, as the Plan Administrator. With the consent of Security National Financial Corporation ("SNF Corporation"), this Plan may be adopted by other Employers affiliated with SNF Corporation.

1.2 History: Effective as of January 1, 1995, SNF Corporation established the SNF Corporation Tax-Favored Retirement Savings Plan ("Initial Plan") and executed as part of that plan a Trust Agreement to provide retirement benefits for eligible Employees who meet the eligibility requirements hereinafter set forth and for the benefit of the beneficiaries of such Employees, respectively, as hereinafter provided. The Initial Plan was amended effective January 1, 2000, and again January 1, 2001, which amendments were incorporated into the Initial Plan document. The Initial Plan was amended effective January 1, 1997, to comply with all requirements of legislation known collectively as "GUST" (the "GUST Plan"). The GUST Plan document has been amended and restated to comply with all requirements of legislation known as EGTRRA, effective January 1, 2002 (the "EGTRRA Plan"). The EGTRRA Plan was amended and restated, effective January 1, 2008, to become a "safe harbor" 401(k) plan within the meaning of Code §§401(k)(12) and 401(m)(11) and may also be referred to in this document as the "Prior Plan".

1.3 Intent: SNF Corporation intends by this Plan document to amend and restate the Prior Plan to incorporate Plan amendment adopted subsequent to the last determination letter into a single Plan document and to also incorporate all statutory, regulatory and guidance changes. This restatement also incorporates the applicable provisions required by the Pension Protection Act ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA") relating to 2009 Required Minimum Distributions. SNF Corporation further intends by this restatement that this Plan shall meet all the requirements of the Internal Revenue Code of 1986 ("Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. The Plan shall be interpreted, wherever possible, to comply with the terms of the Code and ERISA and all formal regulations and rulings issued thereunder.

1.4 Limitation on Applicability: The provisions of this Plan shall apply only to persons who are or who become Participants in this Plan on or after the Effective Date. Except as specifically provided in this Plan, the provisions of the Prior Plan will continue to apply to persons who are Inactive Participants on the Effective Date but who are no longer Employees on that date because of a Termination of Employment, unless and until such time as they may again become employed by an SNF Employer.

ARTICLE II
DEFINITIONS OF TERMS

As used in this Plan and Trust Agreement, the following words and phrases shall have the meanings indicated, unless the context clearly requires another meaning.

2.1 "Account" shall mean the Account established and maintained by the Plan Administrator for a Participant with respect to any interest in the Investment Fund. Each Participant's Account shall be credited or charged with contributions, distributions, earnings and losses as provided herein. The following separate sub-accounts shall be established for each Participant, as applicable, and in the aggregate they shall constitute the Participant's Account:

(a) **"Participant Elective Deferral Account"** shall mean the sub-account which is attributable to the contributions made by the Employer pursuant to an election by the Participant under Section 5.1.

(b) **"Participant Rollover Account"** shall mean the sub-account which is attributable to contributions received pursuant to Section 5.5. Any amount in the Participant Rollover Account which is attributable to a rollover from another plan of Roth Elective Deferrals pursuant to Section 5.4A(e) shall be accounted for separately.

(c) **"Employer Matching Contribution Account"** shall mean the sub-account which is attributable to matching contributions made by the Employer pursuant to Section 5.6.

(d) **"Employer Profit-Sharing Contribution Account"** shall mean the sub-account which is attributable to the Profit-Sharing contributions made by the Employer pursuant to Section 5.7.

(e) **"Employer Securities Account"** shall mean the sub-account maintained for each Participant to hold the Participant's share of Employer Securities (including fractional shares) held by the Plan, regardless of origin to the Plan or contribution source, including, without limitation, Employer Securities purchased and paid for by the Trust or contributed in kind by the Employer to the Trust, forfeitures of Employer Securities and stock dividends on Employer Securities.

(f) **"General Investments Account"** shall mean the sub-account which is attributable to all contributions made to the Plan for the benefit of the Participant which are not comprised of Employer Securities or used to purchase Employer Securities, together with all forfeitures, earnings and accruals thereon. This sub-account shall hold all non-Employer Securities investments, regardless of origin to the Plan or contribution source.

(g) **"Prior Employer Plan Account"** shall mean the Account which is attributable to assets transferred from a Prior Employer Plan ("Transferred Benefits").

(h) Roth Elective Deferral Account" shall mean the Account that is attributable to contributions to the Plan made pursuant to an election by the Participant under Section 5.4A.

Certain sub-accounts may include or incorporate assets from other sub-accounts. The maintenance of separate sub-accounts is for accounting purposes only and segregation of the assets of the Plan shall not be required.

2.2 "Accrued Benefit" shall mean, as of any date, the sum of the values in each Participant's Account as of the most recent preceding Valuation Date, plus any contributions to and minus any distributions from the Account since the Valuation Date, plus the cash surrender value of all insurance contracts and allocated annuity contracts purchased for a Participant.

2.3 "Administratively Feasible" shall mean, when determining the date by which a Participant may receive a distribution of his or her Accrued Benefit from the Plan, a date that reasonably follows the final determination by the Plan Administrator of all factors that affect the value or amount of the balance in the Participant's Account. Such factors shall include the valuation of the assets attributable to the Account and the determination of all costs and expenses associated with the Account and the assets attributable thereto that must be paid prior to or in connection with the distribution. The Plan Administrator shall not make any distribution prior to the time the Plan Administrator shall have determined, within its sole and reasonable discretion, that a correct and complete valuation of the Account has been accomplished and that all attributable costs and expenses have been determined and applied, or in the alternative, provision for their application has been made. In regard to providing for application of costs and expenses, whenever any attributable cost or expense has not or cannot be determined within a reasonable time following a request for distribution, the Plan Administrator may establish a reasonable maximum percentage that can be distributed from the Participant's Account until such time as the Plan Administrator has determined (and applied, as appropriate) all additional costs applicable to the Participant's Account. If so elected by the Participant, he or she shall receive distribution of that percentage portion of his or her Account that the Plan Administrator has confirmed as distributable. The remainder shall be distributed once the Plan Administrator has determined and applied all additional costs deductible from the Participant's Account. The Plan Administrator shall provide any required notice to the Participant and comply with all applicable laws and regulations when determining and setting the maximum distribution percentage.

With respect to any distribution to a Participant that the Plan may or would be entitled to offset by application of ERISA §206(d)(4), no such distribution shall be Administratively Feasible prior to the date on which a final order or judgment is entered or could be entered, or a settlement agreement is executed, with respect to the circumstances giving rise to the possible application of that Section.

2.4 "Administrator" or "Plan Administrator" shall mean the person, persons, or corporation administering this Plan, as provided in Article XIII hereof, and any successor or successors thereto.

2.5 **"Age"** shall mean a person's attained age in completed years and months as of the date determined.

2.6 **"Anniversary Date"** shall be the first day of each Plan Year.

2.7 **"Annual Compensation" or "Compensation"** shall mean the amount of all base salary payments and wages for personal services rendered which is paid to an Employee during the Plan Year by an SNF Employer, including overtime pay, commissions and bonuses, but excluding commissions paid on the sale of accident and health insurance policies and other similar health care products. Effective for Plan Years commencing on or after January 1, 2001, all sales commissions shall be excluded from the definition of Compensation. Effective January 1, 2008, and for each Plan Year thereafter in which Safe Harbor Matching Contributions are made to the Plan under Section 5.6, Compensation shall include commission payments received by the Employee, regardless of the basis or source for payment of the commission. Compensation shall be determined before deductions for federal income taxes, state income taxes and Social Security (FICA) taxes, before deductions for contributions by salary reduction to any plans that meet the requirements of Code §§401(k) or 125 and are sponsored by an SNF Employer and before deductions for Participant contributions to any insurance program sponsored by an SNF Employer. Compensation shall not include director's fees, allowances or reimbursements for expenses, relocation payments, merchandise and service discounts, the value of insurance coverage, automobile or mileage allowances, benefits in the form of property or the use of property or other fringe benefits, and effective for Plan Years commencing after January 1, 1999, parking or public transportation payments not includable in gross income by reason of Code §132(f)(4). Unless specifically included by this Section, payments or contributions to or for the benefit of a Participant under any deferred compensation plan, pension, profit sharing, group life or health insurance, hospitalization or other employee benefit plan and any lump sum amounts paid at Termination of Employment (on account of such termination), such as severance pay and sick leave cash outs, shall not be included in Compensation. For purposes of a contribution or an allocation under the Plan based on compensation, Annual Compensation shall only include amounts actually paid an Employee during the period he is a Participant in the Plan.

Effective for Plan Years commencing on and after January 1, 2002, 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 Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to Annual Compensation for the Plan Year that begins with or within such calendar year.

For any short Plan Year the Annual Compensation limit shall be an amount equal to the Annual 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 12. Effective for Plan Years commencing on and after January 1, 1997, aggregation of family members' compensation shall not be required or allowed when determining Annual Compensation.

2.8 **"Beneficiary"** shall mean any person, persons, or trust designated by a Participant on a form as the Plan Administrator may prescribe to receive any death benefit that may be payable hereunder if such person or persons survive the Participant. This designation may be revoked at any time in similar

manner and form. In the event of the death of the designated Beneficiary prior to the death of the Participant, the Contingent Beneficiary shall be entitled to receive any death benefit.

2.9 "Board of Directors" shall mean:

(a) in the case of a corporation, its Board of Directors; or

(b) in the case of a partnership or joint venture, its controlling partners.

2.10 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.11 "Contingent Beneficiary" shall mean the person, persons, or trust duly designated by the Participant to receive any death benefit from the Plan in the event the designated Beneficiary does not survive the Participant.

2.12 "Controlled Group" shall mean a group of corporations, trades or businesses which constitute a controlled group of corporations, trades or businesses as defined in Code §§414(b) and (c) and shall also include a group of corporations, partnerships or other organizations which constitute an affiliated service group as defined in Code §414(m).

2.13 "Disability" shall mean when applied to any Participant who has not yet attained Normal Retirement Age, a medically determinable physical or mental impairment which permanently prevents the Participant from being able to discharge his assigned duties as an Employee or which can be expected to result in death or last for an indefinite, continuous period of more than six months. Permanent loss or loss of use of a member or function of the body shall also constitute disability. The Plan Administrator shall determine the existence of Disability under this Section pursuant to procedures uniformly and consistently applied. Notwithstanding the foregoing, a Participant who is eligible to receive Social Security disability payments shall be deemed to be disabled without further determination by the Plan Administrator.

2.14 "Distribution Date" shall mean the first day of the first month for which an amount is payable, or the date on which a benefit is actually paid or begins to be paid.

2.15 "Effective Date" shall mean January 1, 2012. All provisions of this Plan shall be effective as of that date unless an alternative, earlier date is specifically provided. The "Original Effective Date," the date as of which this Plan was initially established, is January 1, 1995. The Plan was restated for GUST effective January 1, 1997, restated for EGTRRA effective January 1, 2002, and restated to become a 401(k) safe harbor Plan effective as of January 1, 2008. This document replaces and supersedes the Prior Plan retroactive to January 1, 2012.

2.16 "Elective Deferral" shall mean a contribution to the Plan under a cash or deferred arrangement as defined in Code §401(k) to the extent not includable in gross income, which is made pursuant to an election and authorization by a Participant through a Salary Reduction Agreement consistent with the provisions of Section 5.1. Effective January 1, 2013, an Elective Deferral may also be

referred to in this Plan as a "pre-tax Elective Deferral," in order to distinguish it from a Roth Elective Deferral which is permitted under Section 5.4A. Unless specifically referred to as a Roth Elective Deferral, any reference to an Elective Deferral under this Plan shall mean Elective Deferral as defined in the first sentence of this Section.

2.17 "Eligible Employee" shall mean any Employee who is not an Excluded Employee.

2.18 "Employee" shall mean any person who is employed by an SNF Employer in a capacity other than solely as a director, including a commission salesman and any life insurance salesman receiving commissions from the Employer and whose employment is subject to the provisions of Code.

2.19 "Employer" or "SNF Employer" shall mean the Plan Sponsor and any other entity who, with the authorization of the Plan Sponsor, may adopt this Plan. Solely for purposes of determining Eligibility Service, Years of Vesting Service, One Year Breaks in Service who is a Highly Compensated Employee and applying any applicable text under Article V, any entity not adopting this Plan which, together with the Plan Sponsor, is a member of a Controlled Group, shall also be treated as an Employer for the period of time during which such entity was a member of such group. SNF Employers may, at the option of the Plan Sponsor, be identified by a list attached as an addendum to this Plan, or through separate participation agreements, which reflect adoption by the SNF Employer of this Plan.

2.20 "Employer Securities" shall mean common stock issued by the Employer (or by a corporation that is a member of an Controlled Group of which the Employer is a member) that is readily tradeable on an established securities market. Effective January 1, 2012, for this purpose a security is "readily tradeable on an established securities market" if:

(a) the security is traded on a national securities exchange that is registered under section 6 of the Securities Exchange Act of 1934 (15 U.S.C. 78f); or

(b) the security is traded on a foreign national securities exchange that is officially recognized, sanctioned, or supervised by a governmental authority and the security is deemed by the SEC as having a "ready market" under SEC Rule 15c3-1 (17 CFR 240.15c3-1).

If there is no stock that meets the definition in (a) or (b), then "Employer Securities" shall mean common stock issued by the Employer (or by a corporation that is a member of an Controlled Group of which the Employer is a member) having a combination of voting power and dividend rights equal to or in excess of --

(c) that class of common stock of the Employer (or of any other such corporation) having the greatest voting power; and

(d) that class of common stock of the Employer (or of any other such corporation) having the greatest dividend rights.

Noncallable preferred stock shall be deemed "Employer Securities" if it is convertible at any time into stock that constitutes "Employer Securities" hereunder and if the conversion is at a price that is reasonable on its date of acquisition by the Trust.

2.21 "Entry Date" shall mean, solely for purposes of participation under Article IV, the date an Employee became or becomes a Participant in the Plan. Effective January 1, 1990, Entry Dates occur on the first day of each calendar quarter (January 1, April 1, July 1, and October 1).

2.22 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.23 "Excluded Employee" shall mean a member of that class of Employees who are not eligible to participate in the Plan or accrue any benefit under the Plan, regardless of the number of hours worked. The class of such Employees includes:

(a) Employees whose employment is governed by the terms of a collective bargaining agreement between Employee representatives and the Employer under which retirement benefits were the subject of good faith bargaining between the Employee representatives and the Employer, unless the collective bargaining agreement provides for inclusion of those Employees in this Plan.

(b) Employees who are designated by the Employer to be any of the following classifications:

(1) independent contractor,

(2) consultant; or

(3) Leased Employee,

It is expressly intended that an individual identified or determined by the Employer to be in one of the above classifications shall be ineligible to participate in the Plan without regard to whether a court, administrative agency or other fact-finder subsequently determines that the individual was not or is not in fact in that classification.

(c) Employees who are employed by an entity which is part of a Controlled Group with an SNF Employer, but which entity is not identified on the list of participating SNF Employers attached as an addendum to this Plan or who has not otherwise adopted this Plan.

(d) Effective January 1, 2012, Employees whose Annual Compensation is 100% commission only.

2.24 "Family Member" shall mean, with respect to any Employee, the Employee's spouse and lineal ascendants or descendants and the spouses of such lineal ascendants and descendants. Effective January 1, 1997, references to a Family Member for purposes of determining who is a Highly Compensated Employee or aggregating Compensation shall no longer be considered.

2.25 "Fiduciary" shall mean and include the Trustee, Plan Administrator, Plan Sponsor, Investment Manager, and any other person or corporation 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 moneys or other property of the Plan, or has any authority or responsibility to do so;

(c) has any discretionary authority or discretionary responsibility in the administration of the Plan; or

(d) is described as a "fiduciary" in Sections 3(14) or (21) of ERISA or is designated to carry out fiduciary responsibilities pursuant to this agreement to the extent permitted by Section 405(c)(1)(B) of ERISA.

2.26 "Former Participant" shall mean an individual who is no longer an Employee due to his having incurred a Termination of Employment, but who retains and is entitled to receive an Accrued Benefit under the Plan.

2.27 "Highly Compensated Employee" shall mean, effective January 1, 1997, and for any Plan Year thereafter, an Employee, other than a non-resident alien receiving no earned income from the Employer from sources within the United States, who:

(a) was at any time during the Plan Year or the Look-back Year a Five Percent Owner (as defined in Section 19.2(b)); or

(b) received Compensation from the Employer in the Look-back Year in excess of $90,000 and was in the Top Paid Group for the Look-back Year.

"Look-back Year" means the Plan Year immediately preceding the Plan Year for which the determination is being made. An Employee is in the "Top Paid Group" if the Employee is in the group consisting of the top 20% of Employees when ranked on the basis of Compensation paid during the Look Back Year. When calculating the number of Employees in the Top Paid Group the following Employees shall be excluded: (i) Employees who have not completed 6 months of service; (ii) Employees who normally work fewer than 17½ hours per week; (iii) Employees who normally work not more than six months during any year; (iv) Employees who have not attained age 21; and (v) Employees who are

Excluded Employees by reason of Section 2.23(a). The $90,000 amount in (b) above shall be adjusted for cost of living as provided under Code §415(d), except that the base period shall be the calendar quarter ending September 30, 1996.

A former Employee who was a Highly Compensated Employee upon Termination of Employment or at any time after attaining age 55 shall be treated as a Highly Compensated Employee. For any Plan Year commencing after December 31, 1996, no family aggregation rules shall apply when determining who is a Highly Compensated Employee and no Employee who is a Family Member of any Highly Compensated Employee shall be required or considered to be a single Employee with the Highly Compensated Employee. For purposes of this Section Compensation is defined as in Section 7.1(b) of this Plan, but shall include contributions made by the Employer to a plan of deferred compensation otherwise excluded in Section 7.1(b). The dollar amount in paragraph (b) shall be adjusted at the same time and in the same manner as the benefit limitation for defined benefit plans under Code §415(b)(1)(A).

2.28 "Inactive Participant" shall mean a Participant who retains and is entitled to receive a distribution of an Accrued Benefit under the Plan, but who is not currently eligible to make Elective Deferral contributions or, effective for Plan Years commencing on or after January 1, 2013, Roth Elective Deferral Contributions or receive an allocation of Employer Contributions or forfeitures without regard to whether the Participant has incurred a Termination of Employment.

2.29 "Investment Fund" shall mean all assets of the Trust Fund.

2.30 "Investment Manager" shall mean any Fiduciary (other than a Trustee or Named Fiduciary) who:

(a) has the power to manage, acquire or dispose of any asset of the Plan;

(b) is (i) registered as an investment advisor under the Investment Advisors Act of 1940; (ii) a bank as defined in that Act; or (iii) is an insurance company qualified to perform services described in Subsection (a) above under the laws of more than one state; and

(c) has acknowledged in writing that he is a Fiduciary with respect to the Plan.

2.31 "K-Test Average Contribution Percentage" shall mean the average (expressed as a percentage) of the K-Test Contribution Percentages of the Participants in a group.

2.32 "K-Test Contribution Percentage" shall mean the ratio (expressed as a percentage) of a Participant's K-Test Contributions for a Plan Year to the Participant's Compensation for the Plan Year. The K-Test Contribution Percentage for a Participant who is a Highly Compensated Employee shall be determined by combining all cash or deferred arrangements under which the Highly Compensated Employee is eligible to participate (other than those which may not be permissively aggregated) with this Plan as though they were a single arrangement. The K-Test Contribution Percentage for a Participant

who has made no Elective Deferral or Roth Elective Deferral contributions and who is not credited with any K-Test Contributions for the Plan Year shall be zero (0).

2.33 "K-Test Contributions" shall mean, for any Plan Year, a Participant's Elective Deferrals, Roth Elective Deferrals, plus, if so elected by the Employer, part or all of the Qualified Non-Elective Contributions and Qualified Matching Contributions allocated to the Participant for such year, provided that, any Qualified Non-Elective Contributions included as K-Test Contributions shall not increase the difference between the K-Test Average Contribution Percentage for Highly Compensated Employees and the K-Test Average Contribution Percentage for Non-Highly Compensated Employees; and, further provided that, no Qualified Non-Elective Contributions or Qualified Matching Contributions included as K-Test Contributions shall be included as M-Test Contributions. In determining the amount of a Participant's Elective Deferrals and Roth Elective Deferrals under this Section the Plan Administrator shall take into account Elective Deferrals and Roth Elective Deferrals made by the Participant under any other plan which is aggregated with this Plan for purposes of Code §401(a)(4) or Code §410(b) (other than Code §410(b)(2)(A)(ii)) and any other plan satisfying Code §401(k)(3) and Reg. §1.401(k)-1(b)(3) which the Employer elects to permissively aggregate with this Plan, by treating all such plans and this Plan as a single plan.

2.34 "Leased Employee" shall mean effective for Plan Years commencing on or after January 1, 1997, any person who, pursuant to an agreement between the SNF Employer and any other person or organization (leasing organization), performs services for the Employer (or for the SNF Employer and related persons determined in accordance with Code §414(n)(6)), and the services are performed under the primary direction or control of the SNF Employer.

2.35 "Limitation Year" shall mean the Plan Year, unless the Employer elects a different 12 month period.

2.36 "M-Test Average Contribution Percentage" shall mean the average (expressed as a percentage) of the M-Test Contribution Percentages of the Participants in a group.

2.37 "M-Test Contribution Percentage" shall mean the ratio (expressed as a percentage) of a Participant's M-Test Contributions for a Plan Year to the Participant's Compensation for the Plan Year. The M-Test Contribution Percentage for a Participant who is a Highly Compensated Employee shall be determined by combining all plans subject to Code §401(m) under which the Highly Compensated Employee is eligible to participate (other than those which may not be permissively aggregated) with this Plan as though they were a single plan. For this purpose, Compensation is defined as in Section 7.1(b) of the Plan. The M-Test Contribution Percentage for a Participant who has made no Elective Deferral or Roth Elective Deferral contributions and who is not credited with any M-Test Contributions for the Plan Year shall be zero (0).

2.38 "M-Test Contributions" shall mean for any Plan Year Matching Contributions made pursuant to Section 5.6 minus any of the Participant's Qualified Matching Contributions included as K-Test Contributions. If so elected by the Employer, part or all of the Qualified Non-Elective Contributions allocated to the Participant for such year shall be included as an M-Test Contribution, provided that, any

Qualified Non-Elective Contributions included as M-Test Contributions shall not increase the difference between the M-Test Average Contribution Percentage for Highly Compensated Employees and the M-Test Average Contribution Percentage for Non-Highly Compensated Employees; and, further provided that, no Qualified Non-Elective Contributions included as M-Test Contributions shall be included as K-Test Contributions. In determining the amount of M-Test Contributions under this Section the Plan Administrator shall take into account all employee voluntary contributions made by the Participant and all matching contributions made by the Employer under any other plan which is aggregated with this Plan for purposes of Code §401(a)(4) or Code §410(b) (other than Code §410(b)(2)(A)(ii)) and any other plan satisfying Code §401(k)(3) and Reg. §1.401(k)-1(b)(3) which the Employer elects to permissively aggregate with this Plan, by treating all such plans and this Plan as a single plan.

2.39 "Matching Contribution" shall mean any Employer contribution made to the Plan on behalf of an Employee on account of an Employee's Elective Deferral or Roth Elective Deferral, but excluding, for Plan Years beginning after December 31, 1988, any contribution used to meet the minimum required allocation under Section 19.4. For Plan Years commencing after December 31, 2001, Matching Contributions may be used to satisfy the minimum required contribution requirements of Section 19.4, if the Employer fails to or elects not to provide benefits to Participants under this Plan on a safe harbor basis, as defined herein.

2.40 "Named Fiduciary" shall mean the Plan Administrator and any Committee appointed and so designated by the Plan Administrator.

2.41 "Net Profit" for any year shall mean the current and accumulated earnings of the Employer as reflected by its books of account for the particular fiscal year prior to the provision for federal and state income tax, without increase or decrease due to corrections or adjustments subsequently made, but excluding the cost of contributions made under this Plan or any other qualified plan.

2.42 "Non-Highly Compensated Employee" shall mean an Employee who is neither a Highly Compensated Employee nor a Family Member of a Highly Compensated Employee required to be aggregated under the family aggregation rules in Section 2.24.

2.43 "Normal Retirement Age" shall mean age 65.

2.44 "Normal Retirement Date" shall mean the first day of the calendar month coinciding with or next following a Participant's Normal Retirement Age.

2.45 "Participant" shall mean any Eligible Employee who has satisfied all of the service and age requirements of Section 4.1. Such an Eligible Employee shall be deemed to be a Participant in the Plan for purposes of any applicable non-discrimination test, including the K-Test and M-Test defined in this Plan, without regard to whether he has executed a Salary Reduction Agreement and agreed to have contributions made to this Plan through Elective Deferrals or Roth Elective Deferrals. A Participant may nevertheless be considered "active" depending on whether he is eligible to make Elective Deferral or Roth Elective Deferrals Contributions or receive an allocation of Employer Contributions. An Inactive Participant shall not be treated as a Participant in the Plan for purposes of any applicable non-

discrimination test, including the K-Test and M-Test defined in this Plan in any Plan Year following the Plan Year in which the Inactive Participant's Termination of Employment has occurred.

2.46 "Plan" shall mean the Plan as stated herein and as may be amended from time to time, denominated the "SNF Corporation Tax-Favored Retirement Savings Plan."

2.47 "Plan Sponsor" shall mean Security National Financial Corporation.

2.48 "Plan Year" shall mean the one-year period commencing January 1, and ending December 31.

2.49 "Prior Employer Plan" shall mean any Plan whose assets have been transferred to this Plan pursuant to a merger or trust to trust transfer, and which assets constitute protected benefits within the meaning of Code §411(d)(6) and the regulations thereunder by virtue of such merger or trust to trust transfer.

2.50 "Prior Plan" shall mean this Plan as it existed prior to the Effective Date.

2.51 "Qualified Matching Contribution" shall mean a Matching Contribution in which the Participant's Vested Interest is 100% at all times and which is subject to the distribution restrictions set forth in Section 17.3.

2.52 "Qualified Non-Elective Contribution" shall mean any Employer contribution to the Plan other than a Matching Contribution with respect to which the Employee may not elect to have the contribution paid to the Employee in cash instead of being contributed to the Plan and (if treated as K-test Contributions) the requirements of Reg. §1.401(k)-1(b)(5) and Code §§401(k)(2)(B) and (C) are met or (if treated as M-Test Contributions) the requirements of Reg. §1.401(m)-1(b)(5) are met.

2.53 "Transferred Benefits" shall mean those benefits funded by assets transferred to the Plan from a Prior Employer Plan. Transferred Benefits shall include all optional forms of benefits available under the Prior Employer Plan(s) from which the Transferred Benefits were received, unless unavailable under this Plan.

2.54 "Trust" shall mean the Trust created under the Prior Plan, designated as the SNF Corporation Tax-Favored Retirement Savings Plan Trust, and continued through the restated and amended Trust Agreement as SNF Corporation Tax-Favored Retirement Savings Plan Trust. The Trust may include assets from another plan qualified under Code §401(a), provided the sponsor of the plan is a member of a Controlled Group in which the Plan Sponsor is also a member.

2.55 "Trust Fund" shall mean all cash, securities, annuity contracts, insurance contracts, real estate and any other property held by the Trustee pursuant to the terms of this Agreement, together with investment earnings or losses thereon, minus any applicable expenses of the Plan and Trust.

2.56 "Trustee" shall mean the bank, trust company or other corporation possessing trust powers under applicable State or federal law, or one or more individuals, or any combination thereof named as parties hereto, or any successor Trustee or Trustees hereunder.

2.57 "Valuation Date" shall mean the date on which the Trust Fund and Accounts are valued, as provided in this Plan. The following shall be Valuation Dates:

(a) the last day of each Plan Year (the "Annual Valuation Date");

(b) the last day of each month during the Plan Year; and

(c) any other day designated by the Plan Administrator and set forth in a written notice to the Trustee as the Plan Administrator may consider necessary or advisable to provide for the orderly and equitable administration of the Plan.

2.58 "Vested Interest" or "Vested Accrued Benefit" shall mean the portion of a Participant's Accrued Benefit which is non-forfeitable.

ARTICLE III
SERVICE DEFINITIONS AND RULES

3.1 **"Eligibility Computation Period"** shall mean the period used to measure Eligibility Service and Breaks in Service for purposes of eligibility to begin and maintain participation in the Plan.

(a) **"Initial Eligibility Computation Period"** shall mean, for any Employee in any Plan Year in which a Year of Eligibility Service is required, the 12 consecutive month period which begins on the Employee's Employment Commencement Date or Re-employment Commencement Date.

(b) **"Subsequent Eligibility Computation Period"** shall mean, for any Employee in any Plan Year in which a Year of Eligibility Service is required, the Plan Year beginning with or within the Initial Eligibility Computation Period and succeeding Plan Years.

(c) For any Plan Year in which less than a Year of Eligibility Service is required for participation, the Eligibility Computation Period shall be the number of months of Eligibility Service required.

3.2 **"Eligibility Service"** shall mean service for any period during which an Employee receives credit for Hours of Service for an SNF Employer.

3.3 **"Employment Commencement Date"** shall mean the date on which the Employee first performs an Hour of Service for an SNF Employer.

3.4 **"Hour of Service"** shall mean and be determined as follows:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the year or years in which the duties are performed.

(b) Each hour for which an Employee is paid, or entitled to payment, by the 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. Notwithstanding the preceding sentence:

(1) No more than 501 Hours of Service are required to be credited under this paragraph during which the Employee performs no duties (whether or not such period occurs in a single computation period);

(2) 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

(3) 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 this paragraph (b), a payment shall be deemed to be made by or due from an 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 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. Hours under this paragraph (b) shall be calculated and credited pursuant to DOL Reg. §2530.200b-2, paragraphs (b) and (c), which are incorporated herein by this reference.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the year or years to which the award or agreement pertains rather than the year in which the award, agreement or payment is made.

(d) Hours of Service shall be determined on the basis of actual hours for which an Employee is paid, entitled to payment or for which back pay is awarded or agreed to.

(e) In the case of an Employee who is absent from work for any period:

(1) by reason of the pregnancy of the Employee;

(2) by reason of the birth of a child of the Employee;

(3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee; or

(4) for purposes of caring for such child for a period beginning immediately following such birth or placement;

Hours of Service shall include the Hours of Service which otherwise would normally have been credited to such Employee but for such absence; or in any

case in which the Plan is unable to determine the Hours of Service to be credited, eight Hours of Service for each regularly scheduled work day of such absence. The total number of hours treated as Hours of Service under this Section by reason of any pregnancy or placement shall not exceed 501 hours less the number of Hours of Service credited to an Employee pursuant to Subsections (a) through (d) above, for an absence described in this Subsection (e). The hours described in this Subsection (e) shall be treated as Hours of Service only in the computation period in which the absence from work begins, if an Employee would be prevented from incurring a One-Year Break in Service in such computation period solely because the period of absence is treated as Hours of Service as provided herein; or in any other case, in the immediately following computation period. Notwithstanding the foregoing, no credit will be given pursuant to this Subsection (e) unless the Employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence from work is for reasons referred to herein, and the number of days for which there was such an absence.

(f) Hours of Service shall be aggregated for service with all SNF Employers, however, in no event shall duplicate credit be given for the same Hours of Service.

(g) The Plan Administrator may use any records to determine Hours of Service which it considers an accurate reflection of the facts.

(h) When crediting Hours of Service for Employees who are paid on an hourly basis the Plan Administrator shall use the "actual" method. For purposes of the Plan, "actual" method shall mean the determination of Hours of Service from records of hours worked and hours for which the Employer makes payment or for which payment is due from the Employer. When crediting Hours of Service for Employees who are not paid on an hourly basis, the Plan Administrator shall use the "salaried earnings" method or "commission earnings" method. With respect to an Employee whose Compensation consists primarily of periodic salary payments, "salaried earnings" method shall mean the determination of Hours of Service from records showing payments made to the Employee or payments due to the Employee from the Employer. In applying the "salaried earnings" method, an Employee who receives credit for at least 435 hours or 870 hours shall be credited with 500 Hours of Service and 1,000 Hours of Service, respectively. With respect to an Employee whose Compensation consists exclusively of commission payments, "commission earnings" method shall mean the determination of Hours of Service from records showing payments made to the Employee or payments due to the Employee from the Employer which constitute "first year" commissions. In applying the "commission earnings" method an Employee who receives credit for at least 375 hours and 750 hours shall be deemed to have received credit for the equivalent of 500 Hours of Service and 1,000 Hours of Service, respectively. An Employee who receives $18,000 of net earned first year life commissions (new sales commissions less

deductions for cancellations) and non-life earned commissions (commissions earned on products sold other than life insurance) shall receive credit for 750 hours. Credit for 375 hours shall be given for commission sales totaling one-half or more of the above amount. For purposes of this subsection (h) "first year" commissions shall mean payments made by the Employer to the Employee which are determined by the Employer to be commissions on the first annual premium payments of life insurance policies sold by the Employee. Compensation which the Employer determines to be "renewal" commissions shall not qualify as "first year" commissions for purposes of applying the "commission earnings" method described in this subsection (h). The commission earnings method for calculating Hours of Service shall no longer apply for Plan Years commencing on or after January 1, 2001.

3.5 "One Year Break in Service" shall mean a 12 consecutive month period during which an Employee has not completed more than 500 Hours of Service, regardless of whether the Employee has incurred a Termination of Employment. For purposes of vesting, such 12 consecutive month periods shall be measured on the same basis as Years of Vesting Service. For purposes of eligibility to participate, the Plan shall not apply any break in service rule. The following types of absence shall not constitute a One-Year Break in Service:

(a) Temporary leave of absence granted by the Employer for sickness, or extended vacation, provided that persons under similar circumstances shall be treated alike;

(b) Absence due to illness or accident while regular remuneration is paid;

(c) Absence for military service or significant civilian service for the United States, provided the absent Employee returns to service with the Employer within 30 days of his release from such active military duty or service or any longer period during which his right to re-employment is protected by law.

3.6 "Re-employment Commencement Date shall mean the date on which an Employee, who has both incurred a Termination of Employment from the Employer and has had a One Year Break in Service as a result of that termination, first performs an Hour of Service for the Employer following such Break in Service.

3.7 "Termination of Employment" with respect to any Employee or Participant shall occur upon the separation from service (effective January 1, 2002, severance from employment) of the Employee or Participant due to the resignation, discharge, death, retirement, failure to return to active work at the end of an authorized leave of absence or the authorized extension(s) thereof, failure to return to active work when duly called following a temporary layoff, or upon the happening of any other event or circumstance which, under the then current policy of the SNF Employer results in the termination of the employer-employee relationship. Termination of Employment shall not be deemed to occur merely because of a transfer between SNF Employers.

3.8 "Vesting Computation Period" shall mean the 12 consecutive month period used to measure Years of Vesting Service and Breaks in Service for purposes of vesting. The 12 consecutive month period used for the Vesting Computation Period shall be the Plan Year.

3.9 "Year of Service" shall mean a 12 consecutive month period during which an Employee has completed at least 1,000 Hours of Service.

3.10 "Year of Eligibility Service" shall mean an Eligibility Computation Period during which an Employee has completed at least 1,000 Hours of Service.

3.11 "Year of Vesting Service" shall mean a Vesting Computation Period during which an Employee has completed at least 1,000 Hours of Service. A Participant's Years of Vesting Service shall be determined based on all Vesting Computation Periods containing or beginning after his Employment Commencement Date or Re-employment Commencement Date, provided however, no credit toward a Year of Vesting Service shall be granted for any period during which an individual is deemed to be an Excluded Employee on account of his classification by an SNF Employer as a consultant or an independent contractor.

3.12 "Special Rules for Crediting Service": In crediting Service under the Plan for any Employee who is or was employed by a Participating Employer the rules, if any, for crediting Service as set forth in this Section shall apply. In the alternative, the rules for crediting service may be set forth in a separate Participation Agreement, which upon execution by the Employer and the Participating Employer, shall be attached to and become a part of this Plan.

3.13 "Qualified Military Service Rules." Effective December 12, 1994, the following rules shall apply to an Employee who has Qualified Military Service while employed by an SNF Employer.

(a) **"Qualified Military Service"** shall mean service by an Employee in the uniformed services of the United States (as defined in chapter 43 title 38 of the United States Code), provided:

(1) the employee provides advance notice of the service to the SNF Employer, when such notice is practical;

(2) the employee is not dishonorably discharged;

(3) the employee is re-employed by the SNF Employer within 30 days following the completion of the service or any longer period during which his or her right to re-employment is protected by law; and

(4) the cumulative length of the Employee's absence from employment due to the service does not exceed five years.

(b) An Employee's Qualified Military Service shall be treated as service for the SNF Employer for all purposes under the Plan. An Employee's imputed Hours of Service during Qualified Military Service shall be:

(1) the Hours of Service the Employee would have worked but for his or her Qualified Military Service; and

(2) if the Hours of Service cannot reasonably be determined, the Hours of Service the Employee would have worked had he or she worked during his or her Qualified Military Service at his or her average rate during the 12 month period immediately preceding his or her Qualified Military Service or, if shorter, his or her entire period of employment preceding the Qualified Military Service.

For vesting purposes under Section 11.1(b) the Employee shall also be credited with Hours of Service (without regard to whether the Employee has returned to service with the Employer) if the Employee incurs a Disability while performing the Qualified Military Service on or after January 1, 2007, and cannot return to service with the Employer as a consequence of the Disability.

(c) Compensation (as defined in Section 2.7) shall include imputed compensation during an Employee's Qualified Military Service. Imputed compensation shall be:

(1) the compensation the Employee would have received but for his or her Qualified Military Service; or

(2) if the compensation is not reasonably certain, the compensation the Employee would have received had he or she received compensation during his or her qualified Military Leave at his or her average rate during the 12 month period immediately preceding his or her Qualified Military Service, or, if shorter, his or her entire period of employment preceding his or her Qualified Military Service.

(d) A Participant who returns to employment after any Qualified Military Service shall be entitled to make additional Elective Deferrals and, effective January 1, 2013, Roth Elective Deferrals to the Plan up to the maximum amount of the Elective Deferrals and Roth Elective Deferrals the Participant would have been permitted to make based upon his or her imputed compensation during the Qualified Military Service, taking into account any other Elective Deferrals and Roth Elective Deferrals made by the Participant during the Qualified Military Service. The period during which the additional Elective Deferrals and Roth Elective Deferrals may be made shall commence on the date the Participant returns to employment and shall extend until the expiration of the lesser of (i)

the period which is three times the length of the Participant's Qualified Military Service or (ii) five years. Payment of Matching Contributions attributable to Elective Deferrals or Roth Elective Deferrals of imputed compensation during Qualified Military Service shall be made at the same time as other Matching Contributions, based on the time the Elective Deferrals or Roth Elective Deferrals are actually paid to the Plan. The Matching Contributions need not include earnings which would have accrued had the Participant continued performing his or her duties for the Employer during Qualified Military Service.

(e) Elective Deferrals and Roth Elective Deferrals of a Participant's imputed compensation during his or Qualified Military Service shall be treated as Elective Deferrals and as K-Test Contributions with respect to the Plan Year to which the imputed compensation relates, if this Plan Year is not the same Plan Year in which the Elective Deferrals or Roth Elective Deferrals are received by the Plan. Any Matching Contributions based on Elective Deferrals or Roth Elective Deferrals of a Participant's imputed compensation during his or her Qualified Military Service shall be treated as M-Test Contributions with respect to the Plan Year to which the Elective Deferrals or Roth Elective Deferrals relate, if this Plan Year is not the same Plan Year in which the Elective Deferrals or Roth Elective Deferrals are received by the Plan.

(f) Repayment of any Participant loan from the Plan shall be suspended during Qualified Military Service and the loan repayment period shall be extended by the length of the Qualified Military Service.

(g) If it is determined at the time the Employee commences Qualified Military Service that the length of the service will be either (i) more than 179 days in duration or (ii) of indefinite duration and if the Employee is called to such Qualified Military Service because the Employee is a member of a military reserve unit ordered to active duty after September 11, 2001, then notwithstanding the provisions of Section 8.1, the Employee may elect to withdraw any amount in the Employee's Elective Deferral, Roth Elective Deferral and Matching Contribution Accounts. Any such withdrawal must be made after the date of the order or call to active duty and prior to the end or close of the active duty period. The withdrawal shall also be deemed to be an Eligible Rollover Distribution under Section 11.3, except that it shall not be subject to any income tax withholding requirement that may otherwise apply under Code §72(t).

(h) Effective for Plan Years commencing after December 31, 2008, an Employee who commences Qualified Military Service which will exceed 30 days in length may be deemed, if so elected by the Employee solely for the purpose of receiving a distribution from the Plan, to have incurred a Termination of Employment. If an Employee returns to employment after receiving a distribution from the Plan on account of an election made pursuant to this subsection, but the Employee

has not satisfied the requirements of subsection (g) above, then the Employee may not make Elective Deferrals or, effective for Plan Years on or after January 1, 2013, Roth Elective Deferrals to the Plan until the expiration of 6 months from the date of the last distribution from the Plan made on account of this subsection.

(i) If a Participant dies on or after January 1, 2007, while performing Qualified Military Service, the Beneficiaries 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 as if the Participant had resumed and then terminated employment on account of death. For benefit accrual purposes, the Plan shall treat an individual who dies or becomes disabled on or after January 1, 2007, while performing Qualified Military Service as if the individual had resumed employment in accordance with the individual's re-employment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(j) Effective January 1, 2013, a Participant who is eligible under this Section 3.13 to make an Elective Deferral to the Plan upon return from Qualified Military Service may designate any portion thereof as a Roth Elective Deferral and may designate the Plan Year for which the Roth Elective Deferral is to be credited, which may include a Plan Year that is before the Plan Year in which the Roth Elective Deferral is actually made. In that event the Plan shall treat the Roth Elective Deferral as having been made in the Plan Year of Qualified Military Service to which the contribution relates (but not earlier than January 1, 2013), as designated by the Participant. A Participant may also identify the Plan Year of Qualified Military Service for which a Roth Elective Deferral is deemed made for other purposes as well, such as for entitlement to an Employer Matching Contribution, and the determination of the 5-taxable-year period of participation rule. In the absence of any designation, for purposes of determining the first year of the five years of participation rule under Code §402A(d)(2)(B), the Roth Elective Deferral shall be treated as relating to the first year of Qualified Military Service for which the Participant could have made a Roth Elective Deferral under the Plan, but not earlier than January 1, 2013.

ARTICLE IV
ELIGIBILITY AND PARTICIPATION

4.1 Age and Service Requirements: An Eligible Employee shall become a Participant in this Plan on the first Entry Date coincident with or next following the date on which he satisfies all of the following requirements:

(a) attains the age of 21 years;

(b) completes one Year of Eligibility Service; and

(c) is employed on the Entry Date.

An Eligible Employee who becomes a Participant and who also executes a written Salary Reduction Agreement in the manner set forth in procedures issued by the Plan Administrator shall be considered to be an active Participant. An Eligible Employee shall not be required to execute a Salary Reduction Agreement in order to become an active Participant in the Plan, however, as a condition to participation in Elective Deferral or (effective January 1, 2013) Roth Elective Deferral Contributions the Eligible Employee shall first execute a written Salary Reduction Agreement in the manner set forth in procedures issued by the Plan Administrator. An Employee who was a Participant in the Prior Plan on the day before the Effective Date shall continue as a Participant in this Plan on that date.

4.2 Plan Administrator to Furnish Eligibility Information: As soon as practicable after each Employee's Employment Commencement Date, the Plan Administrator shall determine the Entry Date when the Employee shall first become eligible to participate in the Plan and shall notify each Employee of his/her eligibility, and of any application or other requirements for participation.

4.3 Information to be Provided by Employee: At the request of the Plan Administrator, each Eligible Employee shall furnish such information as is not available from the Employer that is necessary for the administration of the Plan. As a condition to making Elective Deferrals or (effective January 1, 2013) Roth Elective Deferrals to the Plan, the Employee shall first complete, execute and deliver a Salary Reduction Agreement as reasonably required by the Plan Administrator.

4.4 Reclassification of an Eligible Employee or Excluded Employee: Any Eligible Employee, whether or not he has previously participated in the Plan, who was previously classified as an Excluded Employee and is reclassified as an Eligible Employee shall participate in the Plan on the later of the date of his reclassification or the Entry Date he would otherwise join if he had not been classified as an Excluded Employee, provided he has otherwise satisfied the requirements of Section 4.1.

Any Participant who is reclassified as an Excluded Employee and who, prior to the reclassification completed 1,000 Hours of Service in the Plan Year in which such reclassification occurred, shall be treated for purposes of determining his eligibility for Employer Contributions as though the reclassification had occurred as of the first day of the following Plan Year.

4.5 Re-employment and Commencement of Participation: An Eligible Employee who had met the requirements of Section 4.1(a) or (b) but terminated employment prior to his Entry Date shall become a Participant on the date he is re-employed by the Employer, but in no event earlier than the Entry Date he would have joined had he not ceased employment. An Eligible Employee who was a Participant shall again become a Participant on the date he is re-employed by the Employer. The Eligible Employee who becomes a Participant may immediately elect to make Elective Deferrals and, effective January 1, 2013, Roth Elective Deferrals to the Plan and authorize such Elective Deferrals or Roth Elective Deferrals through a Salary Reduction Agreement in the manner set forth in procedures issued by the Plan Administrator if elected within the time period specified by the Plan Administrator pursuant to a uniform and non-discriminatory policy. If not so executed, the Participant may elect to make Elective Deferrals or Roth Elective Deferrals to the Plan and authorize such Elective Deferrals or Roth Elective Deferrals through a Salary Reduction Agreement as of any subsequent month thereafter.

4.6 Election Not To Participate: At any time after the Plan Administrator notifies an Eligible Employee of his eligibility to participate in this Plan and his eligibility to execute a Salary Reduction Agreement, the Eligible Employee may elect not to become an active Participant by not executing a Salary Reduction Agreement or by indicating on the enrollment form his election not to become an active participant. The Employee may later become an active Participant effective as of the next Entry Date, if the Employee is then an Eligible Employee, meets the requirements for participation under this Article IV and properly executes a Salary Deferral Agreement.

4.7 Effect of Participation: A Participant who has executed a Salary Reduction Agreement shall be conclusively deemed to have assented to this Plan and to any subsequent amendments, and shall be bound thereby with the same force and effect as if he had formally executed this Plan.

ARTICLE V
PARTICIPANT AND EMPLOYER CONTRIBUTIONS

5.1 Elective Deferrals:

(a) Each Participant may elect to defer any whole percentage of the Participant's Annual Compensation, excluding non-periodic bonuses, subject to a minimum of 1% and to a maximum percentage of 18%. Effective January 1, 2002, the maximum percentage shall be that permitted under the Code. Effective January 1, 2008, the maximum percentage shall be seventy-five percent (75%) of the Participant's Compensation. The amount of the deferral shall be contingent on the Participant electing and authorizing the Elective Deferral amount through a Salary Reduction Agreement. The Salary Reduction Agreement and the Participant's authorization thereunder may be evidenced by a written document executed by the Participant and filed with the Administrator on a form prescribed for this purpose or by oral instructions directly from the Participant to the Administrator and confirmed to the Participant in writing. The Salary Reduction Agreement may also be completed and executed by the Participant through any electronic means or method approved by the Plan Administrator. The Salary Reduction Agreement shall be subject to the following rules:

(1) The Salary Reduction Agreement shall apply to each payroll period during which it is in effect and has not been rescinded. The Salary Reduction Agreement shall be applicable only to the following forms of Compensation: wages, base salary, overtime pay, commissions and regularly scheduled bonuses, and effective January 1, 2013, shall designate Elective Deferrals as pre-tax Elective Deferrals, Roth Elective Deferrals or both, in the percentage specified. An Elective Deferral contribution to the Plan shall be treated as a Roth Elective Deferral only when so specifically designated by the Participant in advance of the date the Roth Elective Deferral is first made to the Plan. Effective January 1, 2008, and for each Plan Year thereafter in which Safe Harbor Matching Contributions are made to the Plan under Section 5.6, the Salary Reduction Agreement shall be applicable to all Compensation, regardless of how paid or characterized, with the exception only of non-periodic or non-regularly scheduled bonuses.

(2) The amount by which the Participant's Annual Compensation is reduced under the Salary Reduction Agreement may be changed by a Participant (increased, decreased or ceased, and effective January 1, 2013, changed between pre-tax and Roth Elective Deferrals) at any time during the Plan Year. A change shall be evidenced by a written document, by oral instructions directly from the Participant with written confirmation in

accordance with rules and procedures established by the Administrator or through any electronic means or method approved by the Plan Administrator.

(3) A Salary Reduction Agreement and or an amendment to a Salary Reduction Agreement shall be effective as of the first day of the payroll period commencing after the Salary Reduction Agreement or the amendment is executed, orally authorized or electronically completed by the Participant and received and confirmed by the Administrator.

(4) The Administrator may amend or revoke a Salary Reduction Agreement with any Participant at any time if the Administrator determines that a revocation or amendment is necessary to ensure that the Participant's Elective Deferral for any Plan Year will not exceed any Plan limitations.

(5) The Administrator may revoke its Salary Reduction Agreements with all Participants or amend its Salary Reduction Agreements with all Participants on a uniform basis if it determines the Employer will not have sufficient monies to make contributions to the Plan required by the Salary Reduction Agreements.

(b) Each Participant may elect by a separate one-time Salary Reduction Agreement to defer and have allocated for a Plan Year all or a portion of any non-periodic or non-regularly scheduled cash bonus attributable to services performed by the Participant for the Employer during the Plan Year and which would have been received by the Participant on or before the expiration of 2½ months following the end of the Plan Year but for the deferral election. A deferral election may not be made with respect to cash bonuses which are currently available on or before the date the Participant executes the election. Cash bonuses attributable to services performed by the Participant during the Plan Year but which are paid to the Participant later than 2½ months after the close of the Plan Year will be subject to the deferral election described in Subsection (a) above as in effect at the time the cash bonus would have otherwise been received.

(c) The Elective Deferral amounts designated by the Participant in the Salary Reduction Agreement shall be withheld and contributed to the Plan by the Employer without regard to Net Profits to the Participant's Elective Deferral Account. Unless otherwise authorized by the Plan Administrator, contributions made through payroll deductions shall be pursuant to the executed Salary Reduction Agreement form provided by the Plan Administrator and executed by the Participant or orally authorized by the Participant and confirmed by the Plan Administrator or by any other electronic means or method approved by the Pan Administrator.

(d) Commencing January 1, 2002, and for all Plan Years thereafter, an Employee who is eligible to make Elective Deferrals under this Plan and who attains age 50 before the close of the tax year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code §414(v). Catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §§402(g) and 415. The Plan Administrator shall not treat catch up contributions as failing to satisfy any provisions of the Plan implementing the requirements of Code §§401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable. Catch-up contributions may consist of either pre-tax or Roth Elective Deferrals.

(e) Effective for the Plan Year commencing January 1, 2008, and for each Plan Year thereafter for which the Employer has determined prior to the commencement of the Plan Year to provide a Safe Harbor Matching Contribution each Eligible Employee (whether or not an active Participant in the Plan) shall receive from the Plan Administrator at least one month prior to the commencement of the Plan Year a written notice describing the Eligible Employee's rights and obligations under the Plan, including the Eligible Employee's right to receive a fully vested Safe Harbor Matching Contribution if the Eligible Employee executes a Salary Reduction Agreement and makes Elective Deferral Contributions to the Plan. The notice shall be sufficiently accurate and comprehensive to inform the Eligible Employee of his rights and obligations, shall be written in a manner calculated to be understood by the Eligible Employee and shall comply with all requirements of Reg. §1.401(k)-3(d).

5.2 Payment to Trustee: The Employer shall transmit to the Trustee the amounts withheld by it pursuant to Section 5.1 above as soon as Administratively Feasible, but in no event later than the fifteenth (15th) business day of the month following the month in which the amounts are withheld or received by the Employer. However, the Employer shall not transmit to the Trustee any amounts withheld by it during the Plan Year pursuant to a deferral election under Section 5.1, which in the Plan Administrator's opinion would cause the Plan to fail to meet the limitations described in Section 5.10 for that Plan Year. Such amounts withheld and not transmitted to the Trustee shall be returned by the Employer to the respective Participants.

5.3 Suspension of Deferrals: A Participant may notify the Plan Administrator electronically, orally or in writing of his intention to suspend his election to have a portion of his Annual Compensation deferred. The suspension shall be effective for the payroll period commencing after the date the notice of suspension is received (unless an earlier effective date is Administratively Feasible) and for each payroll period thereafter, until a new Salary Deferral Agreement is entered into by the Participant. The Participant shall be considered a Participant hereunder for all other purposes if his employment continues, however, he shall not be considered to be an active Participant.

5.4 No Voluntary Contributions by Participants: A Participant shall not be permitted to make voluntary after-tax contributions to the Plan.

5.4A **Roth Elective Deferrals**: Effective for the Plan Year beginning January 1, 2013, and for each Plan Year thereafter, the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in this Section 5.4A. Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan, including the determination and allocation of Employer Matching Contributions. Notwithstanding any other provision of the Plan to the contrary, all issues involving contribution and allocation of Roth Elective Deferrals and earnings thereon and distribution of Roth Elective Deferrals shall be determined according to the provisions of this Section 5.4A, unless specifically provided otherwise in this Section.

(a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited solely to the Roth Elective Deferral Account maintained for each Participant. The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's Account. The Plan shall employ the same procedures set forth in Section 5.1 in determining when and how a Participant may elect to make or change an election of Roth Elective Deferrals, and may provide for designation by the Employee of pre-tax and Roth Elective Deferrals in the same Salary Deferral Agreement. For purposes of implementing this provision the term "Elective Deferrals" in Section 5.1 shall be interpreted to mean both pre-tax and Roth Elective Deferrals, as appropriate.

(b) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral Account and to the Participant's other Accounts under the Plan. For this purpose the Plan may apply the Account adjustment provisions of Section 6.3 to the Roth Elective Deferral Account.

(c) No contributions other than Roth Elective Deferrals and properly attributable earnings shall be credited to each Participant's Roth Elective Deferral Account.

(d) Notwithstanding Section 11.3, a direct rollover of a distribution from the Roth Elective Deferral Account will only be made to another Roth elective deferral account under an applicable retirement plan described in Code §402A(e)(1) or to a Roth IRA described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

(e) Notwithstanding Section 5.5, the Plan will accept a rollover contribution to the Roth Elective Deferral Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c).

(f) The Plan will not provide for a direct rollover for distributions from a Participant's Roth Elective Deferral Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account shall not be taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral Account shall be taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan. Any provision of the Plan that allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500 shall be applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(g) In the case of any distribution of excess contributions under Section 5.11, a Highly Compensated Employee shall be permitted to designate the extent to which the excess amount is composed of pre-tax Elective Deferrals and Roth Elective Deferrals but only to the extent such types of deferrals were made for the year. If the Highly Compensated Employee does not designate which type of Elective Deferrals are to be distributed, the Plan will distribute pre-tax Elective Deferrals first.

(h) In the case of any distribution to a Participant under Articles IX or XI which is other than a lump sum distribution, the Participant shall be permitted to designate the extent to which the distribution is com posed of Roth Elective Deferrals and other contributions, but only to the extent the Participant's Account includes Roth Elective Deferrals. If the Participant does not designate the composition of Roth Elective Deferrals in a distribution, the Plan will distribute Roth Elective Deferrals until the Participant's Roth Elective Deferral Account is exhausted prior to distributing any other contributions.

(i) For purposes of this Section 5.4A, a Roth Elective Deferral is an Elective Deferral that is:

(1) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of any pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

(2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

5.5 Rollover Contributions by Participants: A Participant (or an Employee who is expected to become a Participant) may rollover directly to this Plan (or indirectly through an individual retirement account, annuity or bond) the cash or cash proceeds from the sale of property distributed to the Employee in the form of a lump sum distribution (and after December 31, 1992, an "eligible rollover distribution" as that term is defined in Section 11.3(a)) from another plan qualified under Code §401(a). For this purpose after December 31, 1992, this Plan shall be an "eligible retirement plan" as that term is defined in Section 11.3(b). The amount shall be credited to his Participant Rollover Contribution Account, provided:

(a) The Employee provides adequate evidence to the Plan Administrator that the amount satisfies the requirements of Code §402(a)(5) (Code §402(c) after December 31, 1992) regarding amounts that may be rolled over;

(b) If the amount is rolled over indirectly to this Plan through an individual retirement account, annuity, or bond, the amount does not include life insurance policies, amounts contributed (or deemed to have been contributed) by the Employee or amounts distributed from a Plan not qualified under Code §401(a); and

(c) If the amount to be rolled over to this Plan was distributed after December 31, 1992, it is received by this Plan as a direct transfer pursuant to Code §402(e)(6) or rolled over after distribution to the Employee within 60 days following its distribution.

The Plan will accept participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001, from any qualified plan described in Code §401(a) or Code §403(a), an annuity contract described in Code §403(b) or an eligible plan under Code §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. The plan will also accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code §408(a) or (b) that is eligible to be rolled over and would otherwise be includable in gross income. The Plan will accept rollovers from other plans described in this paragraph which also include after-tax employee contributions, provided that the after tax contributions are received in a direct rollover as described in Code §401(a)(31)(A).

5.6 Safe Harbor Employer Matching Contributions: Effective for the Plan Year commencing January 1, 2008, and for all Plan Years thereafter for which the Employer has determined prior to the commencement of the Plan Year to provide a Safe Harbor Matching Contribution and timely delivered the Safe Harbor Notice described in Section 5.1(e) to Eligible Employees, the Employer shall contribute to the Plan an amount, determined without regard to Net Profits, which will be sufficient to credit the Employer Matching Contribution Account of each Participant who is a Non-Highly Compensated Employee and who satisfies the requirements of Section 6.4, with amounts which satisfy the Employer's Matching Contribution percentage as determined by the Employer on a discretionary basis for the Plan Year. In no event however, shall the Employer Matching Contribution for any Participant who is a Non-Highly Compensated Employee in a Plan Year, when determined as a percentage of the Participant's Compensation for the Plan Year, ever be less than the percentage amounts shown in the following table:

Participant's Elective Deferral percentage:	Percentage of Employer Matching Contribution:
0%	0.0%
1%	1.0%
2%	2.0%
3%	3.0%
4%	3.5%
5%	4.0%

For each Plan Year in which the Employer makes the Safe Harbor Matching Contribution, the provisions of Section 5.10(b) and (c) shall be deemed automatically satisfied. If however, for any Plan Year the Employer makes a Matching Contribution with respect to any Participant's Elective Deferrals or (effective January 1, 2013) Roth Elective Deferrals in excess of 6% of the Participant's Compensation (as defined in Section 7.1(b)), the limitations of Section 5.10(c) shall apply to restrict all Employer Matching Contributions to the Account of any Highly Compensated Employee for the Plan Year.

The Employer may also contribute to the Plan an amount, determined without regard to Net Profits, which will be sufficient to credit the Employer Matching Contribution Account of each Participant who is a Highly Compensated Employee and who satisfies the requirements of Section 6.4, with amounts which satisfy the Employer's Matching Contribution percentage as determined by the Employer on a discretionary basis for the Plan Year. In no event however, shall the rate of Matching Contributions with respect to Elective Deferrals or (effective January 1, 2013) Roth Elective Deferrals made by any Highly Compensated Employee exceed the rate of Matching Contributions with respect to Elective Deferrals or (effective January 1, 2013) Roth Elective Deferrals made by any Participant who is a Non-Highly Compensated Employee. Excess Matching Contributions for Employees of the Sponsoring Employer or a Participating SNF Employer shall be determined each Plan Year by the Sponsoring Employer and each Participating SNF Employer respectively, or shall be as set forth in the Supplemental Participation Agreement executed by the Participating SNF Employer. If the Employer or Participating SNF Employer makes a Matching Contribution in excess of that set forth in the table in this Section, in no event shall the rate of Matching Contributions increase as the rate of the Participant's Elective Deferrals or Roth Elective Deferrals increase.

For each Plan Year as to which the Employer has determined prior thereto not to make a Safe Harbor Matching Contribution, the Employer may contribute to the Plan an amount, determined without regard to Net Profits, which will be sufficient to credit the Employer Matching Contribution Account of each Participant who satisfies the requirements of Section 6.4, with amounts which satisfy the Employer's Matching Contribution percentage as determined by the Employer on a discretionary basis for the Plan Year. The Employer Matching Contribution for Employees of the Plan Sponsor and each Participating Employer shall be determined for each non-Safe Harbor Matching Contribution Plan Year by the Plan Sponsor and each Participating SNF Employer respectively, or shall be as set forth in the Supplemental Participation Agreement executed by the Participating SNF Employer.

The Employer Matching Contribution or Safe Harbor Matching Contribution amount shall be determined solely by reference to the ratio percentage of the Participant's Elective Deferral (and effective January 1, 2013, the total aggregate of the Participant's pre-tax Elective Deferrals and Roth Elective Deferrals) compared to the aggregate of the forms of the Participant's Compensation which are subject to the Salary Reduction Agreement as specified in Section 5.1. If the Employer makes a Matching Contribution or a Safe Harbor Matching Contribution to the Plan at any time during the Plan Year (such as on a calendar quarter basis), any limit on the amount of Employer Matching Contribution or Safe Harbor Matching Contribution shall not be determined by reference to Annual Compensation for the Plan Year, but by reference to Compensation paid only during the period to which the Matching Contribution or Safe Harbor Matching Contribution relates. Notwithstanding the previous sentence, no contribution in excess of the maximum amount which would constitute an allowable deduction for federal income tax purposes under the applicable provisions of the Code, as now in force or hereafter amended, shall be required to be made by the Employer under this Section.

The Employer Matching Contribution may be made in cash or in kind, provided however, that if the Matching Contribution is made in kind, it shall be made in the form of Employer Securities only. If the Matching Contribution is made in cash, the Plan Sponsor may direct the Trustee at the time the contribution is made to acquire Employer Securities with up to the entire amount of the contribution.

5.7 Employer Profit Sharing Contributions: The Employer may contribute, without regard to Net Profits, an Employer Profit Sharing Contribution to the Plan. The Employer Profit Sharing Contribution shall be divided and allocated to the Employer Profit Sharing Contribution Accounts of three different classes of Participants in the Plan. The first class shall consist of all Participants who are Senior Executive Officers ("Senior Executive Officer Class"). The second class shall consist of all Participants who are Executive Officers ("Executive Officer Class"). The third class shall consist of all other Participants in the Plan ("Employee Class"). A Senior Executive Officer shall be any Eligible Employee of the Employer who holds the title of President, Secretary or Treasurer of the Plan Sponsor. An Executive Officer shall be any Eligible Employee of the Plan Sponsor who holds the title of Vice President. The Employer reserves the right:

(a) to increase or decrease from year to year the total amount of the Employer Profit Sharing Contribution,

(b) to increase or decrease from year to year the amount of the Employer Profit Sharing Contribution allocated to each identified class of Participants, and

(c) to contribute differing amounts (whether considered as dollar amounts or percentage of Compensation) to each class of Participants.

Effective for Plan Years commencing January 1, 2000, and thereafter, the Employer Profit Sharing Contribution for the Senior Executive Officer Class shall be zero (0). Notwithstanding the foregoing, no contribution in excess of the maximum amount which would constitute an allowable deduction for federal income tax purposes under the applicable provisions of the Code, as now in force or hereafter amended, shall be required to be made by the Employer under this Section.

The amount of the contribution to be credited to the Employer Profit Sharing Contribution Accounts of the Participants (regardless of class) may be stated in terms of a gross contribution, in which case the amount shall be reduced by any non-vested forfeitures from Employer Profit Sharing Contribution Accounts of the Participants to be allocated during the Plan Year pursuant to Section 11.6, or the amount may be stated in terms of a net contribution, in which case the amount shall be in addition to any such non-vested forfeitures. In the absence of a direction as to whether the amount of the contribution is in terms of a gross contribution or a net contribution, it shall be deemed to be a net contribution.

5.8 Time and Method of Payment: All payments of Employer Matching and Profit Sharing Contributions shall be made directly to the Trustee and shall be paid no later than the time prescribed by law (including any extensions thereof) for filing the Employer's federal income tax return for the Plan Year for which they are made. The Employer may in its sole discretion, at any time during the Plan Year, make one or more partial payments to the Trustee on an estimated basis. Any amount so paid in advance shall be applied against the amount thereafter determined to be payable by the Employer and shall be credited by the Plan Administrator to the Participants' Employer Contribution Accounts as of the end of the calendar quarter for which the payment is made.

5.9 Employer Contribution Accounts: The Plan Administrator shall establish and maintain an Employer Matching Contribution Account, as defined in Section 2.1(c) and an Employer Profit Sharing Account as defined in Section 2.1(d) for each Participant eligible to receive an Employer Matching Contribution or Employer Profit Sharing Contribution. The establishment of the accounts is for record keeping purposes only, and a physical segregation of assets shall not be required.

5.10 Limitations on Contributions: Notwithstanding any other provisions of this Plan, all contributions shall be subject to the following limitations:

(a) The total amount of a Participant's Elective Deferrals during any calendar year shall not exceed $17,000, which amount shall be indexed at the same time and in the same manner as provided in Code §402(g). For this purpose a Participant's Elective Deferrals and Roth Elective Deferrals to this Plan plus the Participant's Elective Deferrals and Roth Elective Deferrals pursuant to any other Code §401(k) arrangement, elective deferrals under a simplified employee pension plan and salary reduction contributions to a tax-sheltered annuity, irrespective of whether the Employer or any member of a Controlled Group to which the Employer belongs maintains the arrangement, plan or annuity, shall be aggregated.

(b) The K-Test Average Contribution Percentage for Participants who are Highly Compensated Employees shall not exceed in any Plan Year the greater of:

(1) The K-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or

(2) The lesser of the K-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by two or the K-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees plus two.

(c) The M-Test Average Contribution Percentage for Participants who are Highly Compensated Employees shall not exceed in any Plan Year the greater of:

(1) The M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or

(2) The lesser of the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by two or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees plus two.

(d) In any Plan Year in which the requirements of both (b)(1) and (c)(1) above are not met, the sum of the K-Test Average Contribution Percentage and the M-Test Average Contribution Percentage for Participants who are Highly Compensated Employees shall not exceed the greater of:

(1) The sum of:

(A) The greater of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by 1.25; and

(B) The lesser of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees plus two, but in no event greater than the lesser of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by two; or

(2) The sum of:

(A) The lesser of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by 1.25; and

(B) The greater of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees plus two, but in no

event greater than the lesser of the K-Test Average Contribution Percentage or the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees multiplied by two.

For this purpose, the K-Test Average Contribution Percentage and M-Test Average Contribution Percentage for Participants who are Highly Compensated Employees shall be determined after any distributions or recharacterizations pursuant to Section 5.12(a), (b) and (c). The test described in this subsection 5.10(d) shall not apply for Plan Years commencing after December 31, 2001.

For purposes of applying the tests in (b) and (c) above in any Plan Year, the K-Test Average Contribution Percentage and the M-Test Average Contribution Percentage for Participants who are Non-Highly Compensated Employees shall be based on the same Plan Year. The tests in (b) and (c) shall not apply for the Plan Year commencing January 1, 2008, and for any Plan Year thereafter for which the Employer has determined prior to the commencement of the Plan Year to provide a Safe Harbor Matching Contribution and timely delivered the Safe Harbor Notice described in Section 5.1(e) to Eligible Employees.

The Employer may aggregate this Plan with one or more other plans for purposes of applying the tests in (b), (c) and (d) above, in which case all K-Test Contributions and M-Test Contributions to all such plans shall be treated as made under this Plan, provided that, for Plan Years beginning after December 31, 1988, the aggregated plans may not include an Employee Stock Ownership Plan, and, further provided that, for Plan Years beginning after December 31, 1989, all aggregated plans must have the same plan year.

5.11 Excess Contributions: In accordance with the limitations on contributions described in Section 5.10, the following amounts shall be treated as excess contributions under this Plan:

(a) **Excess Deferrals:** with respect to any calendar year, amounts identified as excess deferrals, whether determined by the Administrator or designated by a Participant in writing no later than March 1 following the end of the calendar year, in accordance with such procedures as the Plan Administrator shall specify, less any Excess K-Test Contributions previously distributed or re-characterized for the Plan Year beginning in the calendar year in which the excess deferral is made, pursuant to Section 5.10(b).

(b) **Excess K-Test Contributions:** with respect to any Plan Year, the excess of the aggregate amount of K-Test Contributions actually made on behalf of Highly Compensated Employees for the Plan Year over the maximum amount of such contributions permitted under Section 5.10(b). The Excess K-Test Contributions of an individual Highly Compensated Employee shall be determined (i) by calculating the total dollar amount resulting from a reduction of the K-Test Contributions made on behalf of Highly Compensated Employees in order of the K-Test Contribution Percentages, beginning with the highest percentage, until the limitations of Section 5.10(b) are met, and (ii) by reducing

the K-Test Contributions made on behalf of Highly Compensated Employees in order of the dollar amount of K-Test Contributions for each Highly Compensated Employee, beginning with the highest dollar amount, and subtracting such amounts from the total dollar amount determined in (i) above until the total dollar amount is exhausted. The Excess K-Test Contributions allocated to a Participant shall be reduced by any excess deferrals previously distributed for the calendar year ending with or within the Plan Year in which the Excess K-Test Contributions arose, pursuant to Section 5.12(a).

(c) **Excess M-Test Contributions:** with respect to any Plan Year, the excess of the aggregate amount of M-Test Contributions actually made on behalf of Highly Compensated Employees for such Plan Year over the maximum amount of such contributions permitted under Section 5.10(c). The Excess M-Test Contributions of an individual Highly Compensated Employee shall be determined (i) by calculating the total dollar amount resulting from a reduction of the M-Test Contributions made on behalf of Highly Compensated Employees in order of the M-Test Contribution Percentages, beginning with the highest percentage, until the limitations of Section 5.10(c) are met, and (ii) by reducing the M-Test Contributions made on behalf of Highly Compensated Employees in order of the dollar amount of M-Test Contributions for each Highly Compensated Employee, beginning with the highest dollar amount, and subtracting such amounts from the total dollar amount determined in (i) above until the total dollar amount is exhausted. The determination of the amount of Excess M-Test Contributions for the Plan Year shall be made after first determining the Excess Deferrals and Excess K-Test Contributions for the Plan Year.

(d) **Excess Combined-Test Contributions (K-Test Portion):** with respect to any Plan Year, the excess of the aggregate amount of the K-Test Contributions actually made on behalf of Highly Compensated Employees for such Plan Year over the maximum amount of such contributions permitted under Section 5.10(d), provided that M-Test Contributions are not reduced. The Excess Combined-Test Contributions of an individual Highly Compensated Employee shall be determined in the same manner as Excess K-Test Contributions under (b) above, except disregarding the provision for taking into account distributions of Excess Deferrals.

(e) **Excess Combined-Test Contributions (M-Test Portion):** with respect to any Plan Year, the excess of the aggregate amount of the M-Test Contributions actually made on behalf of Highly Compensated Employees for such Plan Year over the maximum amount of such contributions permitted under Section 5.10(d), provided that K-Test Contributions are not reduced. The Excess Combined-Test Contributions of an individual Highly Compensated Employee shall be determined in the same manner as Excess M-Test Contributions under (c) above.

(f) Subsections 5.11(d) and (e) shall not apply for Plan Years commencing after December 31, 2001.

5.12 Correction of Excess Contributions: The Plan provides the following methods for correcting excess contributions as described in Section 5.11:

(a) **Excess Deferrals:** The Plan Administrator shall direct the Trustee to distribute to a Participant from his Participant Elective Deferral or (effective January 1, 2013) his Roth Elective Deferral Account an amount equal to the Participant's Excess Deferral plus income, if any, allocable thereto. Such distribution shall be designated by the Plan Administrator as a distribution of an Excess Deferral and shall be made not earlier than the date on which the Trustee receives the Excess Deferral and not later than the first April 15 following the end of the calendar year in which the Excess Deferral is made.

(b) **Excess K-Test Contributions:** The Plan Administrator shall direct the Trustee to distribute to a Participant his Excess K-Test Contribution plus income, if any, allocable thereto. Such distribution shall be designated by the Plan Administrator as a distribution of an excess contribution and shall be made after the end of the Plan Year in which the excess contribution arose and within 12 months after the end of such Plan Year.

If the Employer has made a Matching Contribution attributable to any portion of the Participant's Excess K-Test Contribution distributed to the Participant pursuant to the above, the Plan Administrator shall treat such Matching Contribution in the same manner as an Excess M-Test Contribution in accordance with (c) below. If the Employer has made a Matching Contribution attributable to any portion of the Participant's Excess K-Test Contribution distributed to the Participant pursuant to the above, the Plan Administrator shall treat such Matching Contribution as a forfeiture. The forfeited amount shall be applied to reduce the Employer's Matching Contribution otherwise required for the Plan Year or for any subsequent Plan Year.

(c) **Excess M-Test Contributions:** The Plan Administrator shall direct the Trustee to distribute to a Participant any portion of the Participant's Excess M-Test Contribution, plus income, if any, allocable thereto. Such distribution shall be designated by the Plan Administrator as a distribution of excess contributions to the extent such amounts are vested and shall be made after the end of the Plan Year in which the excess contribution arose and within 12 months after the end of such Plan Year. Any Excess M-Test Contributions which are not vested shall be forfeited and reallocated in the same manner as provided in Section 11.6.

(d) **Excess Combined-Test Contributions:** The Plan Administrator shall correct the Excess Combined-Test Contributions in the same manner as for Excess K-Test and M-Test Contributions in (b) and (c) above, provided however, that the Plan

Administrator shall direct the Trustee to distribute the portion of the Excess K-Test Contribution or Excess M-Test Contribution or a combination of both which results in the least amount distributed from the Plan. The provisions of this subsection 5.12(d) shall not apply for Plan Years commencing after December 31, 2001.

For purposes of the above, income shall include realized and unrealized gains and losses and shall be allocated to excess contributions in accordance with Regulations issued by the Secretary. Distributions pursuant to the above shall be made without regard to any consent by the Participant or Spouse otherwise required under this Plan. With the exception of distributions attributable to excess K-Test Contributions for the Plan Years commencing in 2006 and 2007, the Plan specifically elects not to include income for the period from the end of the Plan Year to the date of distribution (the "Gap Period") when making any distribution under this Section. Distributions attributable to excess K-Test Contributions for the Plan Years commencing in 2006 and 2007 shall be adjusted for income (gain or loss), including an adjustment for income during the Gap Period. The Plan Administrator may, in its discretion, use any reasonable method for computing the income allocable to excess K-Test Contributions, provided that the method does not violate Code §401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts. The Plan need not allocate income to excess K-Test Contributions that is accrued within seven days before the date of distribution.

In lieu of the reasonable method provided above, the Plan Administrator may use the safe harbor method to determine income on excess K-Test Contributions for the Gap Period. Under the safe harbor method, income on excess K-Test Contributions for the Gap Period is equal to 10% of the income allocable to excess K-Test Contributions for the Plan Year, multiplied by the number of calendar months that have elapsed since the end of the Plan Year. Income allocable to K-Test Contributions shall be determined by multiplying the income for the Plan Year allocable to the Elective Deferrals and other amounts taken into account under the K-Test described in Section 5.10 (including contributions made for the Plan Year), by a fraction, the numerator of which is the excess K-Test Contributions for the Participant for the Plan Year, and the denominator of which is the sum of the:

(1) Account balance attributable to Elective Deferrals and other amounts taken into account under the K-Test as of the beginning of the Plan Year, and

(2) Any additional amount of such contributions made for the Plan Year.

For purposes of calculating the number of calendar months that have elapsed under the safe harbor method, a corrective distribution that is made on or before the 15th day of a month is treated as made on the last day of the preceding month and a distribution made after the 15th day of a month is treated as made on the last day of the month.

ARTICLE VI
ALLOCATIONS TO ACCOUNTS

6.1 Revaluation of Assets: Not less frequently than as of the Annual Valuation Date each year, the Plan Administrator shall re-value the net assets of the Investment Fund at their then current fair market value. At the Plan Administrator's discretion, applied on a consistent basis, the Plan Administrator may similarly re-value the net assets of the Investment Fund at the end of a semi-annual, quarterly, monthly or more frequent period; the last day of such period shall be referred to as an Interim Valuation Date. The net investment income or loss on the Investment Fund since the previous Annual or Interim Valuation Date shall then be determined.

6.2 Allocation of Contributions and Forfeitures: Contributions and forfeitures for any period shall be credited to the Accounts of Participants in the following manner:

(a) With respect to Elective Deferral or Roth Elective Deferral contributions made pursuant to Section 5.1, an amount equal to the Participant's Elective Deferral or Roth Elective Deferral since the previous Annual or Interim Valuation Date shall be allocated and credited to his Participant Elective Deferral Account, or Roth Elective Deferral Account, as applicable.

(b) Matching Contributions made pursuant to Section 5.6 shall be allocated on each Annual Valuation Date (or if the Employer makes Matching Contributions on a calendar quarter or other periodic basis, on the last day of each calendar quarter or other period) to each Participant's Account who satisfies the requirements of Section 6.4, in an amount equal to the Employer Matching Contribution percentage determined under by the Employer for the Plan Year. If the Employer makes a Matching Contribution to the Plan at any time during the Plan Year, any limit on the percentage amount shall not be determined by reference to Annual Compensation for the Plan Year, but by reference to Compensation paid only during the period to which the Matching Contribution relates. The allocation of the Employer Matching Contribution amount shall be determined solely by reference to the ratio percentage of the Participant's Elective Deferral (and effective January 1, 2013, the aggregate of the Participant's pre-tax Elective Deferrals and Roth Elective Deferrals) compared to the aggregate of the forms of the Participant's Compensation that are subject to the Salary Reduction Agreement as specified in Section 5.1(a)(1).

Forfeitures to be reallocated or distributed pursuant to Section 5.12(b) or Section 11.6 may be used to reduce the Employer's Matching Contribution obligation otherwise required under Section 5.6 or, as provided in Section 11.6.

(c) Subject to Section 6.6 and except as otherwise provided in this Section Employer Profit Sharing Contributions made pursuant to Section 5.7 shall be allocated as of each Annual Valuation Date to each Participant who satisfies the

requirements of Section 6.4. Regardless of the class to which a Participant belongs, the Employer Profit Sharing Contribution to that class shall be credited to the Employer Profit Sharing Contribution Account of each Participant in the class in the same proportion that each such Participant's Annual Compensation for the Plan Year for which the Employer makes the Profit-Sharing Contribution bears to the total Annual Compensation of all Participants in the class for the Plan Year. Notwithstanding the previous sentence, effective for Plan Years commencing on or after January 1, 2000, no portion of the Employer Profit Sharing Contribution to the Executive Officer Class or the Employee Class shall be allocated to the Account of a Participant who is also a Highly Compensated Employee by virtue of being a Five Percent Owner. At the time the Employer makes its Profit-Sharing Contribution the Employer shall designate in writing to the Plan Administrator and the Trustee the amount of the Contribution to be allocated to each class of Participants and may also designate the Plan Year for which the Profit Sharing Contribution shall be deemed to have been made (which may be the current Plan Year or the immediately prior or subsequent Plan Year, as the Employer deems appropriate). If the Employer makes no designation as to Plan Year, the Employer Profit-Sharing Contribution shall be deemed to have been made for the Plan Year which begins concurrent with or within the taxable year of the Employer for which the Employer claims a deduction under Code §404.

Effective January 1, 2012, the Plan shall not apply the allocation provisions of Section 6.6. Instead, the Employer Profit Sharing Contribution, if made, shall be allocated to the Accounts of Participants who satisfy the requirements of Section 6.4 in the same proportion that each such Participant's Annual Compensation for the Plan Year for which the Employer makes the Profit Sharing Contribution bears to the total Annual Compensation of all Participants for the Plan Year.

(d) Forfeitures to be reallocated pursuant to Section 11.6, shall be allocated on each Annual Valuation Date to each Participant who satisfies the requirements of Section 6.4. Such allocated amounts shall be credited to the Employer Profit-Sharing Contribution Accounts of such Participants.

(e) With respect to contributions made pursuant to Section 5.5, an amount equal to the Participant's Rollover Contributions since the previous Annual or Interim Valuation Date shall be credited to the Participant's Rollover Contribution Account.

6.3 Adjustment of Accounts: As of each Annual or Interim Valuation Date all Participants' Accounts shall be adjusted to reflect the contributions and income received, profits and losses, and distributions and expenses of the Trust Fund since the previous Annual or Interim Valuation Date. The adjustments shall be made in the following manner and order:

(a) Each Account shall be charged with any withdrawals or distributions from the Account since the previous Annual or Interim Valuation Date.

(b) Each Account shall be charged with any administrative costs or expenses incurred and paid by the Plan which are allocable to the Account since the previous Annual or Interim Valuation Date.

(c) Each Account which has a non-zero balance after the application of (a) and (b) above, shall be credited (or charged) with its proportionate share of the net investment income (or loss) and expenses since the previous Annual or Interim Valuation Date and interest on any participant loan(s) in the name of the Participant, which has been paid by the Participant since the previous Valuation Date. The amount to be credited or charged to each Account shall be determined based on the ratio that: (i) the balance in the Account on the previous Annual or Interim Valuation Date less any withdrawals or distributions from the Account since that date bears to (ii) the total of such amounts determined for all Accounts. Notwithstanding the previous sentence, in the sole discretion of the Plan Administrator, the method of allocating the net investment income (or loss) of the Investment Fund may be adjusted to reflect the effect of cash flows into and out of such Accounts (such as contributions, payments on Participant loans, distributions, etc.) based on the length of time between the date of such cash flow and the current Annual or Interim Valuation Date. Any such adjustment pursuant to the previous sentence shall be made in a uniform and non-discriminatory manner among Participants and/or the types of Accounts.

(d) Finally, each Account shall be credited with the contributions allocated to it pursuant to Section 6.2 since the previous Annual or Interim Valuation Date.

6.4 Eligibility for Allocation of Employer Matching and Profit Sharing Contributions. The eligibility of Participants to receive allocations of Employer Matching and Profit Sharing Contributions for each Plan Year shall be determined in the following manner:

(a) Except as otherwise provided in this Section 6.4, the Administrator shall determine allocations of Employer Matching Contributions on the basis of the Plan Year unless the Employer makes its Matching Contributions on a more frequent periodic basis. Matching Contributions made on a periodic basis during the Plan Year shall also be allocated on the same periodic basis. In allocating Matching Contributions to a Participant's Account, the Administrator shall take into account only the Compensation paid the Employee during the period to which the allocation applies and he is a Participant in the Plan with a valid, executed Salary Reduction Agreement in effect and on file with the Administrator. Employer Matching Contributions shall be allocated only to Accounts of Participants who complete a Year of Service during the Plan Year and who are employed by the Employer on the last day of the Plan Year.

Notwithstanding the preceding sentence, a Participant who does not complete a Year of Service during the Plan Year or who is not employed on the last day of the Plan Year on account of the Participant's death, disability or attaining Normal Retirement Age shall nevertheless be entitled to an allocation of Employer Matching Contributions for the Plan Year. The rules set forth in Subsection 6.4(b) below shall apply in determining whether the Participant has completed a Year of Service. Effective for the Plan Year commencing January 1, 2008, and for each Plan Year thereafter for which the Employer has determined prior to the commencement of the Plan Year to provide a Safe Harbor Matching Contribution and timely delivered the Safe Harbor Notice described in Section 5.1(e) to Eligible Employees, the Year of Service and last day of the Plan Year employment requirements shall not apply to any Safe Harbor Matching Contribution. Upon becoming eligible to receive an allocation of Employer Matching Contributions, a Participant shall be entitled to an allocation of Employer Matching Contributions for the Plan Year and subsequent Plan Years according to the rules in this Subsection 6.4(a). The rules of this Section 6.4 shall also apply to any allocation of Employer Profit Sharing Contributions, except that a Participant need not have an executed Salary Reduction Agreement in effect and on file with the Administrator in order to receive an allocation of Employer Profit Sharing Contributions, but shall be required to have completed a Year of Service during the Plan Year and be employed by the Employer on the last day of the Plan Year, without regard to whether the Employer makes a Safe Harbor Matching Contribution for that Plan Year.

(b) For purposes of benefit accrual under this Section 6.4, the Plan shall take into account all of an Employee's Years of Service with the Employer except Years of Service prior to a One Year Break in Service. "Year of Service" shall have the meaning set forth in Section 3.9, measuring the beginning of the first 12 month period from the Employment Commencement Date and measuring each Year of Service thereafter from the anniversary of the Employment Commencement Date. An Employee who incurs a One Year Break in Service on account of a Termination of Employment shall establish a Re-employment Commencement Date for purposes of benefit accrual. The Plan shall treat an Employee who incurs a One Year Break in Service (whether before or after completing the Year of Service condition(s) of this Section) as a new Employee on the date he first performs an Hour of Service for the Employer after the One Year Break in Service. An Employee shall incur a "Break in Service" if during any 12 consecutive month period he does not complete more than 500 Hours of Service with the Employer. The "12 consecutive month period" under this Subsection 6.4(b) shall be the same 12 consecutive month period which the Plan uses to measure a "Year of Service" under this Section.

6.5 Suspension of Accrual Requirements for Profit Sharing Contributions. The Plan suspends the accrual requirements under Section 6.4 for Profit Sharing Contributions if, for any Plan Year beginning after December 31, 1993, the Plan fails to satisfy the Participation Test or the Coverage Test.

The Plan satisfies the Participation Test for the Plan Year if the number of Employees who benefit under the Plan is at least equal to the lesser of 50 or 40% of the total number of includable Employees for the Plan Year. The Plan satisfies the Coverage Test for the Plan Year if the number of Nonhighly Compensated Employees who benefit under the Plan is at least equal to 70% of the total number of Includable Nonhighly Compensated Employees for the Plan Year. "Includable" Employees are all Employees other than: (1) those Employees excluded from participating in the Plan for the entire Plan Year by reason of the collective bargaining unit exclusion or the nonresident alien exclusion described in the Code or by reason of the age and service requirements of Section 4.1; and (2) any Employee who incurs a Termination of Employment during the Plan Year and fails to complete at least 501 Hours of Service for the Plan Year. A "Nonhighly Compensated Employee" is an Employee who is not a Highly Compensated Employee and who is not a Family Member aggregated with a Highly Compensated Employee pursuant to Section 2.27 of the Plan. For purposes of the Participation Test and the Coverage Test, an Employee is benefitting under the Plan for a Plan Year if, under Section 6.4, he is entitled to an allocation of Profit Sharing Contributions for the Plan Year.

If this Section 6.5 applies for a Plan Year, the Plan Administrator will suspend the accrual requirements for the Includable Employees who are Participants, beginning first with the Includable Employee(s) employed with the Employer on the last day of the Plan Year, then the Includable Employee(s) who have the latest Termination of Employment during the Plan Year, and continuing to suspend the accrual requirements for each Includable Employee who incurred an earlier Termination of Employment, from the latest to the earliest date of Termination of Employment, until the Plan satisfies both the Participation Test and the Coverage Test for the Plan Year. If two or more Includable Employees have a Termination of Employment on the same day, the Plan Administrator will suspend the accrual requirements for all such Includable Employees, irrespective of whether the Plan can satisfy the Participation Test and the Coverage Test by accruing benefits for fewer than all such Includable Employees. If the Plan suspends the accrual requirements for an Includable Employee, that Employee will share in the allocation of Employer Profit Sharing Contributions and Participant forfeitures, if any, without regard to the number of Hours of Service he has earned for the Plan Year and without regard to whether he is employed by the Employer on the last day of the Plan Year.

6.6 Special Rules for Allocation of Employer Profit Sharing Contributions: Effective for Plan Years beginning before January 1, 2012, notwithstanding any other provision of this Article VI and subject to the Top Heavy allocation requirements of Article XIX and the Code §415 limitations of Article VII, each Participant's share of Employer Profit Sharing Contributions contributed by the Employer under Section 5.7 on behalf of each class of Participants (an "Allocation Group") will be allocated on the last day of the Plan Year (and on such other date or dates as determined by the Plan Administrator on a nondiscriminatory basis) to each Allocation Group. For purposes of this Section 6.6 each Participant who is not an Inactive Participant (an "Eligible Participant") may be treated as a separate Allocation Group. The amount allocated to each Allocation Group will be subject to the following provisions:

(a) Failsafe Allocation: For each Plan Year beginning on or after January 1, 2002, in which it is necessary for the Plan to pass nondiscrimination testing on the basis of equivalent benefit rates as provided under regulation §1.401(a)(4), the allocations made under this Section must satisfy either the "broadly available

test" described in subparagraph (1) or one of the "gateway tests" described in subparagraph (2) or subparagraph (3) below.

(1) Broadly Available Test If Employer Does Not Maintain A Defined Benefit Plan: To satisfy the "broadly available test", each Allocation Rate applicable to any Eligible Participant must be currently available within the meaning of regulation §1.401(a)(4)-4(b)(2) to a group of Employees and, were such group to be treated as a group of Employees covered under a separate plan, such group of Employees must satisfy the requirements of Code §410(b) without regard to the average benefit percentage test in regulation §1.410(b)-5. For this purpose, if two allocation rates could be permissively aggregated under regulation §1.401(a)(4)-4(d)(4), assuming the allocation rates were treated as benefits, rights or features, then such allocation rates may be aggregated and treated as a single allocation rate. In addition, the disregard of age and service conditions described in regulation §1.401(a)(4)-4(b)(2)(ii)(A) does not apply for purposes of this subparagraph (1).

(2) Gateway Test If The Employer Does Not Maintain A Defined Benefit Plan: In order to satisfy the "gateway test" for any Plan Year in which the Employer does not maintain a defined benefit plan that also covers Participants covered in this Plan for any portion of the Plan Year, the Allocation Rate for each Eligible Participant who is an NHCE for the Plan Year must be equal to either (A) 5% of each Eligible Participant's Compensation; or (B) 33.33% of the highest Allocation Rate for any Participant who is an HCE for the Plan Year.

(3) If The Employer Does Maintain One Or More Defined Benefit Plans: If the Employer maintains one or more defined benefit plans that cover Participants in this Plan for any portion of a Plan Year, the Plan Administrator may elect to apply for that Plan Year either the procedure set forth in subparagraph (A) or the procedure in subparagraph (B), as follows:

(A) Election To Not Permissively Aggregate: The Plan Administrator may elect not to permissively aggregate this Plan and such defined benefit plan or plans for purposes of satisfying the coverage tests of Code §410(b) and the nondiscrimination tests of Code §401(a)(4), and instead may elect to separately test each plan for such purposes. In that event, either the "gateway test" in subparagraph (2) above or the "broadly available test" of subparagraph (1) above will apply for this Plan.

(B) Election To Permissively Aggregate: The Plan Administrator may elect to permissively aggregate this Plan and such defined benefit

plan(s) for purposes of satisfying both the coverage tests of Code §410(b) and the nondiscrimination tests of Code §401(a)(4), in which event for the Plan Year the aggregated plans will be known as a "DB/DC Plan" and will be subject to the requirements in subparagraphs (A) or (B) below. Unless elected otherwise by the Plan Administrator, this Plan and the defined benefit plan(s) will not necessarily be considered a DB/DC Plan because the plans are being aggregated solely to apply the average benefit ratio test in regulation §1.410(b)-5. If a DB/DC Plan applies, nondiscrimination testing under Code §401(a)(4) may be passed for this Plan and all defined benefit plans of the Employer and any other SNF Employer either on the basis of Aggregate Normal Allocation Rates, or at the option of the Plan Administrator and only if either of the exceptions in subparagraph (i) are satisfied or the "gateway test" conditions in subparagraph (ii) are satisfied, on the basis of equivalent benefit rates under regulation §1.401(a)(4) (i.e. normal accrual rates under the defined benefit plans and equivalent benefit rates under the defined contribution plans):

(C) "Broadly Available" Or "Primarily Defined Benefit" Tests Are Satisfied: The requirements of this subparagraph (i) are deemed satisfied if both the defined contribution plan components and the defined benefit plan components of the DB/DC Plan are considered to be "broadly available" as defined in subparagraph (1) above, or the DB/DC Plan is considered to be "primarily defined benefit". A DB/DC Plan is considered to be "primarily defined benefit" if more than 50% of the Eligible Participants who are NHCEs for the Plan Year have a normal accrual rate under the defined benefit plan or plans that exceeds their equivalent benefit rates under the defined contribution plans.

(D) "Gateway Test" Is Satisfied: The requirements of this subparagraph (ii) are deemed satisfied if the "gateway test" for a DB/DC Plan is satisfied, in which the Allocation Rate for each Eligible Participant who is an NHCE for the Plan Year must be at least equal to the Aggregate Normal Allocation Rate.

(b) Determination Of Accrual And Allocation Rates: The normal accrual rate and the equivalent normal allocation rate attributable to defined benefit plans, the equivalent accrual rate attributable to defined contribution plans, and the Aggregate Normal Allocation Rate are determined under regulation §1.401(a)(4)(b)(2)(ii), but without taking into account the imputation of

permitted disparity under regulation §1.401(a)(4)-7, except as otherwise permitted under regulation §1.401(a)(4)-9(b)(2)(v)(C).

(c) Definitions: Solely for purposes of this Section 6.6, the following listed terms shall have the meanings indicated.

(1) **"Allocation Rate"** shall mean the percentage obtained by dividing (A) the total amount of Employer contributions or reallocated Forfeitures that are allocated on the Participant's behalf under all defined contribution plans of the Employer or an SNF Employer that are aggregated for nondiscrimination testing under Code §401(a)(4) (not including any Matching Contributions if such plan or plans includes Elective Deferrals), by (B) the Participant's Compensation.

(2) **"Aggregate Normal Allocation Rate"** shall mean the sum of the Allocation Rate in the defined contribution plan(s) and the equivalent Allocation Rate in the defined benefit plan(s) of the Employer or an Affiliated Employer that are permissively aggregated to pass the coverage tests of Code §410(b) and the nondiscrimination tests of Code §401(a)(4). The Aggregate Normal Allocation Rate for each Eligible Participant who is an NHCE for the Plan Year will equal the percentage in subparagraphs (A), (B) or (C) below. At the discretion of the Plan Administrator, the equivalent Allocation Rate for any Plan Year under such defined benefit plan(s) for each Eligible Participant who is an NHCE and who benefits under the defined benefit plan(s) for the Plan Year may be deemed to be equal to the average of the equivalent Allocation Rates under the defined benefit plan(s) for all such Eligible Participants.

(A) 33.33% Rate: If the highest Aggregate Normal Allocation Rate of any Eligible Participant who is an HCE for the Plan Year is less than 15%, then the Aggregate Normal Allocation Rate for each Eligible Participant who was an NHCE for the Plan Year will be 33.33% of such highest Aggregate Normal Allocation Rate; or

(B) 5% Rate: If the highest Aggregate Normal Allocation Rate of any Eligible Participant who is an HCE for the Plan Year is at least 15% but is not greater than 25%, then the Aggregate Normal Allocation Rate for each Eligible Participant who was an NHCE during the Plan Year will be 5% of each such Eligible Participant's Compensation; or

(C) Rate Higher Than 5% To Maximum 7.5% Rate: If the highest Aggregate Normal Allocation Rate of any Eligible Participant who is an HCE for the Plan Year is greater than 25%, then the

Aggregate Normal Allocation Rate for each Eligible Participant who is an NHCE for the Plan Year will be equal to the sum of (A) 5% of each such Eligible Participant's Compensation, plus (B) one percentage point for each five percentage points (or portion thereof) that the highest Aggregate Normal Allocation Rate of any Eligible Participant who is an HCE for the Plan Year exceeds 25%. However, the maximum Aggregate Normal Allocation Rate for each Eligible Participant who is an NHCE for the Plan Year will not exceed 7.5% of each such Eligible Participant's Code §415 Compensation.

(3) **"Compensation"** shall have the meaning set forth in Section 7.1(b).

ARTICLE VII
LIMITATIONS ON ALLOCATIONS

7.1 Special Definitions: The following terms shall be defined as follows:

(a) **"Annual Additions"** shall mean the sum of the following amounts allocated on behalf of a Participant for a Limitation Year:

(1) Employer contributions; and

(2) Employee contributions; and

(3) Forfeitures available for reallocation, if applicable; and

(4) Allocations under a simplified employee pension plan.

Participant Elective Deferrals and Roth Elective Deferrals shall be considered to be Employer contributions. Amounts reapplied to reduce Employer contributions and amounts reapplied from a suspense account (if any) under Section 7.5 as well as contributions allocated to any Individual Medical Benefit Account which is part of a defined benefit plan shall also be included as Annual Additions.

For purposes of this Article, an Annual Addition is credited to the Account of a Participant for a particular Limitation Year if it is allocated to the Participant's Account as of any day within such Limitation Year. Employer contributions will not be deemed credited to a Participant unless the contributions are actually made to the Plan no later than the end of the period described in Code §404(a)(6) applicable to the taxable year with or within which the particular Limitation Year ends.

(b) "Compensation" for purposes of this Article VII (compliance with Code §415) and for purposes of compliance with any applicable non-discrimination test, including the determination of an Employee's status as a Highly Compensated Employee and the K-Test and M-Test procedures described in Section 5.10, shall mean and be determined as follows:

(1) The term "Compensation" shall include:

(A) The Participant's wages, salaries, fees for professional service and other amounts received (whether or not paid in cash) for personal services actually rendered in the course of employment

with an Employer maintaining the plan (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements and expense allowances).

(B) In the case of a Participant who is an employee within the meaning of Code §401(c)(1), the Participant's earned income as described in Code §401(c)(2).

(C) Any amounts contributed by the Employer or received by the Participant pursuant to an unfunded, non-qualified plan of deferred compensation to the extent such amounts are includable in the gross income of the Participant for the Limitation Year.

(D) Any amount contributed or deferred by the Employer at the election of the Participant and which is not includable in the gross income of the Participant by reason of Code §125(a), 132(f)(4), 402(e)(3) or 402(h)(1)(B).

(E) Effective for Limitation Years commencing on or after January 1, 2008, payments of Post-Severance Compensation made to a Participant by the later of (i) two and one-half (2½) months from the date of Termination of Employment, or (ii) the end of the Limitation Year for which the Employer is required to furnish the Participants a written statement under Code §§6041(d), 6051(a)(3) and 6052 or the last day of the Plan Year.

(F) For Limitation Years beginning after December 31, 2008, any differential wage payment, as defined in Code §3401(h)(2).

(2) The term "Compensation" does not include items such as:

(A) Except as provided in subparagraph (1)(D) above, any Employer contributions to a qualified retirement plan and any Employer contributions to any other retirement plan which receive special tax benefits to the extent the contributions are not includable in the gross income of the Participant for the taxable year in which made; and any distributions from any qualified retirement plan, regardless of whether the distributions are includable in the gross income of the Participant.

(B) Employer contributions made on behalf of a Participant to a simplified employee pension described in Code §408(k) to the extent such contributions are deductible by the Employer under Code §219(b)(7).

(C) Except as provided in subparagraph (1)(D) above, other forms of compensation which receive special tax benefits, such as premiums for group health insurance and group term life insurance (but only to the extent that the compensation is not includable in the gross income of the Participant).

(D) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by a Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture (see Code §83 and the regulations thereunder).

(E) Amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option.

(F) Compensation in excess of $200,000, or such greater amount as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to determine the Compensation limit for the Limitation Year that begins with or within such calendar year.

(G) Effective for Limitation Years commencing on or after January 1, 2008, any payment to a Participant by the Employer after the Participant's Termination of Employment that is not Post-Severance Compensation as defined herein, even if payment of the amount is made within the time period specified in 7.1(b)(1)(E) above.

(3) Compensation actually paid or made available to a Participant within the Limitation Year shall be the Compensation used for the purposes of applying the limitations of this Article and Code §415. In the case of a group of Employers which constitutes an Affiliated Group, all Employers shall apply this same rule.

(c) **"Defined Contribution Dollar Limitation"** shall mean the lesser of:

(1) fifty thousand dollars ($50,000), as adjusted for increases in the cost-of-living under Code §415(d), or

(2) one hundred percent (100%) of the Participant's Compensation, as defined in this Section 7.1, for the Limitation Year. The Compensation limit referred to in this subsection 7.1(c)(2) shall not apply to any contribution for medical benefits after severance from employment (within the meaning of Code §401(h) or Code §419A(f)(2)) which is otherwise treated as an Annual Addition.

(d) **"Employer"** shall mean the Employer that adopts this Plan and, in the case of a group of employers which constitutes an Affiliated Group, all such employers shall be considered a single Employer for purposes of applying the limitations of this Article.

(e) **"Excess Amount"** shall mean the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount for such Limitation Year.

(f) **"Individual Medical Benefit Account"** shall mean any separate account which is established for a Participant under a defined benefit plan and from which benefits described in Code §401(h) are payable solely to such Participant, his spouse or his dependents.

(g) **"Limitation Year"** shall mean the 12 consecutive month period specified in Article II.

The Limitation Year may be changed by amending the election previously made by the Employer. Any change in the Limitation Year must be a change to a 12-month period commencing with any day within the current Limitation Year. The limitations of this Article (and Code §415) are to be separately applied to a limitation period which begins with the first day of the current Limitation Year and which ends on the day before the first day of the first Limitation Year for which the change is effective.

The dollar limitation on Annual Additions with respect to this limitation period is determined by multiplying the applicable dollar limitation for the calendar year in which the limitation period ends by a fraction, the numerator of which is the number of months (computed to the nearest whole month) in the limitation period and the denominator of which is 12.

The Limitation Year for all years prior to the effective date of Code §415 shall, as applied to this Plan, be the 12 consecutive month period selected as the Limitation Year for the first Limitation Year after the effective date of Code §415.

(h) **"Maximum Permissible Amount"** shall mean, for a given Limitation Year, the Defined Contribution Dollar Limitation. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12

consecutive month period, the Maximum Permissible Amount for such short Limitation Year shall not exceed the amount in (1) above multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year (computed to the nearest whole month) and the denominator of which is 12.

(i) Effective for Limitation Years commencing on or after January 1, 2008, **"Post-Severance Compensation"** shall mean any amount received as regular pay after Termination of Employment if:

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

(2) The payment would have been paid to the Participant prior to a Termination of Employment if the Participant had continued in employment with the Employer.

7.2 Coordination With Other Plans:

(a) If the Employer maintains a qualified defined benefit plan covering Participants in this Plan, the sum of the Participant's Defined Benefit Plan Fraction and Defined Contribution Plan Fraction shall not exceed 100% in any Limitation Year. In the event the sum would otherwise exceed 100%, the Plan Administrator shall adjust the numerator of the Defined Benefit Plan Fraction to an amount (not less than zero) that would result in the Participant's Defined Benefit Plan Fraction being equal to the difference between 100% and the Participant's Defined Contribution Fraction. For Limitation Years commencing after December 31, 1999, this Section 7.2 shall not apply.

(b) The Employer maintains an Employee Stock Ownership Plan ("ESOP") covering Participants in this Plan. In the event the Annual Additions to a Participant's Account in this Plan and the annual additions to the Participant's account in the ESOP would result in the allocation on an allocation date of the Plan which coincides with an allocation date of the ESOP of an Excess Amount, the Excess Amount attributed to this Plan will be determined by the Plan Administrator on a uniform and non-discriminatory basis, considering the amount of Elective Deferral Contributions and Employer Matching Contributions made to each Participant's Account in this Plan and the anticipated allocation of the Employer contributions to the ESOP. The Plan Administrator shall coordinate its actions with those of the plan administrator of the ESOP to provide for the maximum possible allocation to all Participants in both Plans, taking into account the provisions of Section 7.5(a) of this Plan allowing for distributions of Elective Deferral Contributions to reduce an Excess Amount.

7.3 Limitations on Allocations and Order of Limitations: Effective for any Limitation Year commencing on or after July 1, 2007, no Employer Contributions shall be made to this Plan which will result in an Annual Addition to a Participant's Account that is an Excess Amount. If, pursuant to this Article, it is necessary to limit or reduce the amount of Contributions credited to a Participant under this Plan during a Limitation Year, the limitation or reduction shall be made in the following order:

(a) First, Unmatched Participant Elective Deferrals or Roth Elective Deferrals;

(b) Second, Employer Matching Contributions;

(c) Third, Matched Participant Elective Deferrals or Roth Elective Deferrals; and

(d) Fourth, Employer Profit Sharing Contributions.

7.4 Aggregation of Plans: For purposes of applying the limitations of this Article applicable to a Participant for a particular Limitation Year, all qualified defined benefit plans ever maintained by the Employer shall be treated as one defined benefit plan, all defined contribution plans ever maintained by the Employer shall be treated as one defined contribution plan and any Employee contributions to a defined benefit plan shall be treated as a defined contribution plan.

7.5 Suspense Account: If, as a result of a reasonable error in estimating a Participant's Compensation, determining the allocation of forfeitures or determining the amount of elective deferrals under any cash or deferred arrangement sponsored by an SNF Employer for the Limitation Year, or under other limited facts and circumstances allowed under Reg. §1.415-6(b), the Annual Additions to this Plan would cause an allocation to the Account of a Participant in excess of the Maximum Permissible Amount for the Limitation Year, the Plan Administrator shall deal with the Excess Amount as follows:

(a) First, the Plan Administrator shall distribute to the Participant his Elective Deferrals for the Limitation Year to the extent that the distribution reduces the Excess Amount, provided that the Plan Administrator shall not distribute any Elective Deferral to the Participant which would cause the Plan to make a concurrent reduction in the amount of Employer Matching Contributions allocated to the Participant's Account. A distribution under this provision shall include earnings or gains attributable to the returned Elective Deferrals. All distributions shall be made no later than and in the manner provided in Section 5.12(a).

(b) Second, to the extent there remains an Excess Amount after application of subsections 7.5(a), the Plan Administrator shall hold the Excess Amount in a suspense account and allocate and reallocate the amount in the suspense account in the following Limitation Year (and in succeeding Limitation Years, if necessary) to reduce Employer Profit Sharing Contributions, Employer Matching Contributions and Elective Deferrals (in that order) to the Account of that Participant if that Participant is covered by the Plan as of the end of the

Limitation Year. If the Participant is not covered, the excess amount shall be allocated and reallocated in the next Limitation Year to all Participants' Accounts in the Plan before any Employer Profit Sharing Contributions, Employer Matching Contributions and Elective Deferrals (in that order) which would constitute Annual Additions are made to the Plan for the Limitation Year, or at the option of the SNF Employer, the Excess Amount shall be used to reduce Employer Profit Sharing Contributions and Employer Matching Contributions to the Plan for the Limitation Year by the amount in the suspense account which is allocated and reallocated during the Limitation Year. The suspense account shall be an unallocated account equal to the sum of all Excess Amounts for all Participants in the Plan during the Limitation Year. The suspense account shall not share in any earnings or losses of the Trust Fund. The Plan may not distribute any amounts in the suspense account to any Participant whether before or after Termination of Employment or termination of the Plan.

The foregoing provisions of this Section 7.5 shall not apply for any Limitations Year commencing on or after July 1, 2007. EPCRS is the only correction method for correcting excess annual additions in Limitation Years beginning on or after July 1, 2007.

ARTICLE VIII
IN-SERVICE AND HARDSHIP WITHDRAWALS

8.1 Withdrawals of Rollover Contributions and Withdrawals Due to Attainment of Age 59½, Disability or Hardship: Except as otherwise provided in this Section 8.1, no amounts may be withdrawn by a Participant from any Account held for his benefit prior to Termination of Employment with the Employer, unless the Employee has attained his Normal Retirement Date.

(a) A Participant who has attained age 59½ may withdraw all or any portion of his Account, except any amount attributable to the Roth Elective Deferral Account or any amount in the Rollover Account which is attributable to Roth elective deferrals to another plan. A Participant who has attained Age 59½ and has surpassed the Five Plan Year Period (as defined in Section 8.4) which includes the first Plan Year in which the Participant made Roth Elective Deferrals to the Plan (the "59½ and 5 Year Rule") may withdraw all or any portion of his Account attributable to the Roth Elective Deferral Account. A Participant may withdraw any amount in the Rollover Account which is attributable to Roth elective deferrals to another plan if the Participant has satisfied the 59½ and 5 Year Rule with respect to the other plan. A Participant may make a withdrawal no more than once in each calendar quarter. In the event the Participant's Account includes amounts subject to the rules in Section 9.6, a withdrawal may only be made with respect to such amounts in accordance Section 9.6.

(b) A Participant may elect to withdraw an amount credited to his Participant Elective Deferral Account without regard to the Participant's age (except any amount attributable to the Roth Elective Deferral Account or any amount in the Rollover Account which is attributable to Roth elective deferrals to another plan), but only if he obtains prior approval from the Plan Administrator, which approval shall be granted only upon a determination of Financial Hardship. However, notwithstanding the foregoing, if: (i) a Participant obtains prior approval from the Plan Administrator, granted only upon a determination of Financial Hardship and (ii) such Participant has satisfied the 59½ and 5 Year Rule with respect to this Plan; then such Participant may withdraw an amount from his Roth Elective Deferral Account; or (regardless of whether such Participant has satisfied the 59½ and 5 Year Rule with respect to this Plan) from a Rollover Account which is attributable to Roth elective deferrals to another plan if the Participant has satisfied the 59½ and 5 Year Rule with respect to the other plan. Any distribution pursuant to this subsection (b) shall be limited to an amount (aggregating all sources for the Financial Hardship distribution) not to exceed the amount determined by the Plan Administrator to satisfy the Financial Hardship distribution rules under Section 8.2 and 8.3. Such Participant who is eligible for the Financial Hardship distribution, may direct the amount which comes from each source which is eligible for distribution in accordance with this Section. In the case of a withdrawal due to Financial Hardship, the amount of the

withdrawal shall be limited to the total amount of the Participant's Elective Deferrals. Upon granting approval, the Plan Administrator shall direct the Trustee to distribute the indicated portion of the Participant's Elective Deferral Account to the Participant.

8.2 Financial Hardship Distribution Rules: The Plan adopts the deemed hardship distribution standards set forth in Reg. §1.401(k)-1(d)(2)(iv) (effective January 1, 2006, Reg. §1.401(k)-1(d)(3)(iv)). As a consequence, the Plan Administrator shall not approve any distribution on account of Financial Hardship unless the distribution is determined by the Administrator to be necessary to meet a Participant's immediate and heavy financial need. The distribution will be deemed necessary if:

(a) The distribution is not in excess of the amount of the Participant's immediate and heavy financial need, including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution; and

(b) Other resources of the Participant are not reasonably available to meet this need. Whether other resources are reasonably available to the Participant must be determined by the Plan Administrator on the basis of all the relevant facts and circumstances. For this purpose the Participant's resources are deemed to include assets of the Participant's spouse and minor children that are reasonably available to the Participant.

The condition in Section 8.2(b) above is deemed to be met if the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Employer. If a Participant receives a distribution on account of Financial Hardship during a Plan Year, his or her Elective Deferrals to this Plan and his or her employee contributions to all other plans maintained by the Employer (including qualified and non-qualified plans of deferred compensation and annuities under Code §403(b)) shall be suspended for six months after receipt of the hardship distribution.

8.3 Determination of Immediate and Heavy Financial Need: For purposes of Section 8.2, a distribution shall be deemed to be on account of an immediate and heavy financial need if the distribution is for:

(a) Expenses for medical care described in Code §213(d) incurred by the Participant, the Participant's spouse or any dependent of the Participant or expenses necessary for these persons to obtain such medical care;

(b) Payment of tuition and related educational fees, including room and board, for up to the next 12 months of post-secondary education for the Participant, the Participant's spouse, or a dependent of the Participant (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §§152(b)(1), (b)(2) and (d)(1)(B));

(c) Costs directly related to purchase (excluding mortgage payments) a principal residence for the Participant; or

(d) Payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure of the mortgage on that residence.

Effective January 1, 2006, a distribution shall also be deemed to be on account of an immediate and heavy financial need if the distribution is on account of either of the following additional circumstances:

(e) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(d)(1)(B)); or

(f) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

For purposes of subsections (a) and (b) above, a dependent of a Participant shall mean a dependent as defined in Code §152, and, for Plan Years beginning on or after January 1, 2005, without regard to Code §§152(b)(1), (b)(2) and (d)(1)(B).

8.4 Determination of Five Plan Year Period: Effective for Plan Years on or after January 1, 2013, for purposes of calculating the Five Plan Year Period when determining whether a withdrawal or distribution is a Qualified Roth Distribution, the following rules shall apply.

(a) The Five Plan Year Period commences as of the first day of the Plan Year which includes the first day of the first taxable year of the Employee in which the Employee makes a Roth Elective Deferral to the Roth Elective Deferral Account under the Plan and ends as of the last day of the Plan Year in which 5 consecutive taxable years have been completed. For this purpose, the first taxable year in which an Employee makes a Roth Elective Deferral is the year in which the amount is includible in the employee's gross income.

(b) A Roth Elective Deferral that is returned to the Employee as an Excess Deferral or an Excess K-Test Contribution under the provisions of Section 5.11 does not begin the consecutive taxable year period and does not result in commencement of the Five Plan Year Period.

(c) The Five Plan Year Period shall be determined separately for each Plan of the Employer in which the Employee participates.

(d) If a direct rollover contribution of a distribution from a designated Roth account under another plan is made by the Employee to the Plan, the consecutive taxable

year period and the commencement of the Five Plan Year Period begins on the first day of the Employee's taxable year in which the Employee first made a Roth contribution to the designated Roth account in the other plan, if earlier than the first taxable year in which a Roth Elective Deferral is made by the Employee to the Plan.

(e) The beginning of the consecutive taxable year period and commencement of the Five Plan Year Period is not redetermined for any portion of an Employee's Roth Account in the Plan, even if the entire Roth Account is distributed during the Five Plan Year Period and the Employee subsequently makes additional Roth Elective Deferrals or rollovers of Roth deferrals from another plan to the Plan.

(f) The rule in subsection (e) above applies if the Employee dies or the Roth Account is divided pursuant to a qualified domestic relations order. In either event, if a portion of the Roth Account is not payable to the Employee, but is payable to the Employee's Beneficiary or to an Alternate Payee, the age, death or disability of the Employee is used to determine whether the distribution is a Qualified Roth Distribution. However, if the Employee makes a rollover to this Plan of a Roth deferral from another plan which the Employee has received as an alternate payee or a spousal beneficiary, the Employee's own age, disability or death shall be used to determine whether a subsequent withdrawal or distribution from the Plan is a Qualified Roth Distribution.

ARTICLE IX
RETIREMENT BENEFITS

9.1 Normal or Late Retirement: A Participant shall be eligible for Normal Retirement on reaching his Normal Retirement Date. A Participant may continue in the service of the Employer as a Participant hereunder beyond his Normal Retirement Date. In the event such a Participant continues in the service of the Employer, he shall continue to be treated in all respects as a Participant until his actual retirement. When any Participant has a Termination of Employment following his Normal Retirement Date he shall be considered a retired Participant and he shall be entitled to receive the entire amount of his Accrued Benefit, distributed as set forth below.

9.2 Disability Retirement: Upon any Participant incurring a Disability, regardless of whether he is also treated as having a Termination of Employment, he shall be considered a disabled Participant and entitled to begin receiving his Vested Accrued Benefit. Such amount shall be distributed as provided in Section 9.3, or deferred until such later date as elected by the disabled Participant and then distributed as provided in Section 9.3.

9.3 Method of Payment: Subject to the provisions of Section 9.6 and Article XXII, upon receipt of a claim for benefits a retired or disabled Participant's Accrued Benefit shall be payable in a single lump sum payment. The amount of the lump sum payment shall be equal to the Participant's Accrued Benefit on the date payment is made. Payment shall be made by the Trustee in cash only.

Not fewer than 30 days nor more than 90 days (effective January 1, 2007, 180 days) before the Distribution Date, the Plan Administrator shall notify the Participant of the terms, conditions and forms of payment available from the Plan, including a description of the election procedures under this Section and a general explanation of the financial effect on a Participant's Accrued Benefit of the election. The minimum 30 day waiting period after the notification is provided until the Distribution Date may be disregarded if the Plan Administrator informs the Participant of his or her right to the full minimum 30 day waiting period, and the Participant elects in writing (or by other electronic means acceptable to the Plan Administrator) to waive the minimum 30 day waiting period.

Except as provided in Section 9.4, no payment shall be made to a Participant prior to his Normal Retirement Age unless the Participant consents in writing to the payment not more than 90 days (effective January 1, 2007, 180 days) prior to his Distribution Date.

If the lump sum amount that would be payable to a Participant (whether disabled or retired) is not more than $3,500 (effective for Plan Years commencing after August 5, 1997, $5,000) and the amount of the Vested Accrued Benefit in the Participant's Account has never exceeded that amount at the time of any prior distribution, the benefit shall be paid as a single lump sum payment as soon as Administratively Feasible following the end of the calendar month in which his Termination of Employment occurs without regard to any Participant consent requirement or the requirements of Section 9.6. With respect to any distribution first commencing after March 22, 1999, if the amount of the Vested Accrued Benefit in the Participant's Account that would be payable to a disabled or retired Participant in a lump sum is not more than $5,000, without regard to whether the Vested Accrued Benefit

in the Participant's Account has ever exceeded that amount at the time of any prior distribution, the benefit shall be paid as a single lump sum payment in cash as soon as administratively feasible following the end of the calendar month in which his Termination of Employment occurs without regard to any Participant consent requirement or the requirements of Section 9.6. However, if the Participant is receiving benefit payments pursuant to an election under paragraph (b) above, then no single lump sum payment of the balance of his Vested Accrued Benefit shall be made to a Participant after his Distribution Date unless the Participant consents in writing to the payment. Effective for distributions after August 31, 2000, once the Vested Accrued Benefit in the Participant's Account is reduced to $5,000 or less, the balance shall be immediately distributed to him or her in a lump sum without any further consent or direction from the Participant, even if such lump sum payment occurs after the Participant's Distribution Date.

If the Participant dies prior to the complete distribution of the Participant's Accrued Benefit to him, then the Plan Administrator, upon notice of the Participant's death, shall direct the Trustee to make payment in accordance with the provisions of Article X.

For all distributions commencing on or after March 28, 2005, the $5,000 threshold amount in this Section shall be reduced to $1,000.

9.4 Time of Payment: Payment of the retired or disabled Participant's Vested Accrued Benefit shall commence as soon as Administratively Feasible following the end of the calendar month in which a claim for benefits is submitted to the Plan Administrator. Unless a Participant elects otherwise (and failure to submit a claim for benefits shall be deemed such an election) payment of benefits under this Plan will commence not later than 60 days after the close of the Plan Year in which the latest of the following events occurs:

(a) The attainment by the Participant of age 65 or, if earlier, his Normal Retirement Age; or

(b) The tenth anniversary of the Participant's Entry Date; or

(c) The date the Participant terminates employment with the Employer.

If the amount of the payment required to commence on the date determined above cannot be ascertained by such date, or if it is not possible to make such payment on such date because the Plan Administrator has been unable to locate the Participant after making reasonable efforts to do so, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained or the date the Participant is located, whichever is applicable.

9.5 Minimum Distribution Requirements: This Section 9.5 and Sections 10.3 and 10.4 shall take precedence over any inconsistent provisions of this Plan. All distributions required to be made under this Section 9.5 (life distributions) or under Section 10.4 (death distributions) will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(a) Effective Date. This Section and Sections 10.3 and 10.4 (as amended herein) will apply for purposes of determining required minimum distributions for all calendar years beginning with the 2003 calendar year. Required minimum distributions for the 2002 calendar year under this Section and Sections 10.3 and 10.4 will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to a Participant or Beneficiary prior to the effective date of this Section equals or exceeds the required minimum distributions determined under this Section, then no additional distributions will be required to be made for the 2002 calendar year on or after such date to the Participant or Beneficiary. If the total amount of the 2002 calendar year required minimum distributions under the Plan made to the Participant or Beneficiary prior to the effective date of this Section is less than the amount determined under this Section, then required minimum distributions for the 2002 calendar year on and after such date will be determined so that the total amount of required minimum distributions for the 2002 calendar year made to the Participant or Beneficiary will be the amount determined under this Section.

(b) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire Vested Accrued Benefit will be distributed, or begin to be distributed, to the Participant no later than the participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire Vested Accrued Benefit will be distributed, or begin to be distributed, as provided in Section 10.4.

(3) Forms of Distribution. Unless the participant's interest has been distributed in the form of a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Section 9.5(c).

(c) Required Minimum Distributions During Participant's Lifetime

(1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(A) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. Section 1.401(a)(9)-9, 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 Treas. Reg. Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the participant's and spouse's birthdays in the Distribution Calendar Year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.5(c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(d) Definitions. For purposes of this Section 9.5 and Article X the following definitions shall apply.

(1) "Designated Beneficiary" shall mean the individual who is designated as the Beneficiary under Section 10.2 of the Plan and is the Designated Beneficiary under Code §1.401(a)(9)-4.

(2) "Distribution Calendar Year" shall mean 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 Section 10.4. 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.

(3) "Life Expectancy" shall mean Life Expectancy as computed by use of the Single Life Table in Treas. Reg.§1.401(a)(9)-9.

(4) "Participant's Account Balance" shall mean the balance in the Participant's Account 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 balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(5) "Required Beginning Date" shall mean, if a Participant is a more than five percent (5%) owner in the Plan Year ending in or with the calendar year in which the Participant attains age 70½, April 1st following that calendar year. For any other Participant the Required Beginning Date is April 1st following the close of the calendar year in which the Participant attains age 70½, or, if later, April 1st following the close of the calendar year in which the Participant has a Termination of Employment.

(6) "Five percent (5%) owner" shall have the meaning set forth in Reg. §1.401(a)(9)-1, Q&A-2(c).

(e) Form of Benefit Payment. If payment of the Participant's Accrued Benefit commences under this Section 9.5, it shall be distributed to the Participant (consistent with the Participant's election and the requirements of Section 9.3):

(1) In the form of a cash lump sum payment of the Participant's entire Accrued Benefit; or

(2) In the form of minimum annual cash installment payments over a period not extending beyond the life expectancy of the Participant, or the joint life expectancy of the Participant and his Designated Beneficiary.

If the Participant fails to elect a form of payment, the Plan shall distribute the Participant's benefit in annual installments, commencing no later than the Required Beginning Date, with each subsequent installment payment to be made not later than each December 31 thereafter.

(f) Redetermination of Life Expectancy. For purposes of determining the amount of any minimum annual cash installment payments whenever the Participant's Designated Beneficiary is his spouse, the life expectancy of the Participant and his Designated Beneficiary spouse shall be redetermined annually, unless otherwise elected by the Participant. If the Participant's Designated beneficiary is not his spouse, redetermination of life expectancy shall not apply.

Notwithstanding the above, any distribution required under the incidental death benefit requirements of Code §401(a) shall be treated as a required distribution.

(g) Temporary Suspension of Required Minimum Distributions. A Participant shall not receive the required minimum distribution (or any portion thereof) attributable to the 2009 Distribution Calendar Year, unless the Participant specifically requests that the Plan Administrator make the distribution. The Participant's election to receive the distribution shall be made by notifying the Plan in writing (or by other acceptable electronic means) at any time prior to the latest possible date that the minimum required distribution would otherwise be made. Any required minimum distribution (or portion thereof) attributable to the 2009 Distribution Calendar Year which is made to a Participant shall be treated by the Plan as an Eligible Rollover Distribution, except that it shall not be subject to any income tax withholding requirement that may otherwise apply under Code §72(t).

9.6 Qualified Joint and Survivor Annuity: This Section shall apply only to a Participant or an Inactive or Former Participant with respect to whom this Plan is a direct or indirect transferee of a defined benefit pension plan, money purchase pension plan, or other qualified plan to which Code Section 401(a)(11)(B)(iii) applies with respect to the Participant. Furthermore, this Section shall only apply to that portion of the Participant's Prior Employer Plan Account, which is attributable to such transfer (the "Annuity Eligible Accrued Benefit").

(a) **Automatic Qualified Joint and Survivor Annuity:** A Participant or Former Participant who is married and who does not die prior to his Distribution Date shall receive his Annuity Eligible Accrued Benefit automatically in the form of a Qualified Joint and Survivor Annuity, unless he elects otherwise as provided in Subsection (b) below. The Qualified Joint and Survivor Annuity is an immediate annuity providing monthly payments for the life of the Participant with, if the Participant is married on the date his benefits commence, a survivor annuity providing monthly payments for the life of the Participant's spouse (terminating with the last payment due prior to the surviving spouse's death) equal to 50% of the monthly payment amount during the lives of the Participant and his spouse. The monthly amount of the Qualified Joint and Survivor Annuity shall be that amount which can be purchased from an Insurer with the Annuity Eligible Accrued Benefit of the Participant on the date his benefits commence.

The Qualified Joint and Survivor Annuity for a Participant or Former Participant who is not married on the date benefits commence shall be a life annuity which provides monthly payments for the life of the Participant and terminates with the last payment due prior to his death. The annuity shall be purchased from an Insurer in an amount that can be provided by the Participant's Annuity Eligible Accrued Benefit.

(b) **Notice and Election of Form of Retirement Benefit:** Each Participant or Former Participant with an Annuity Eligible Accrued Benefit shall be provided a written notification by the Plan Administrator. The notice shall be in non-technical language and shall include:

(1) A general description or explanation of the terms and conditions of the Automatic Qualified Joint and Survivor Annuity;

(2) The circumstances in which it will be provided unless the Participant elects otherwise;

(3) The Participant's right to make, and the effect of, an election to waive the Automatic Qualified Joint and Survivor Annuity form of benefit;

(4) The rights of the Participant's spouse under Subsection (c);

(5) The right to make, and the effect of, a revocation of an election to waive the Automatic Qualified Joint and Survivor Annuity form of benefit;

(6) A general explanation of the relative financial effect of the election on a Participant's benefits; and

(7) A general explanation of the eligibility conditions and other material features of the optional forms of retirement benefit and sufficient additional information to explain the relative values of the optional forms of retirement benefit.

The notice shall also inform the Participant that a specific written explanation in non-technical language of the terms and conditions of the Automatic Qualified Joint and Survivor Annuity and the financial effect upon the particular Participant's benefits of making an election against the Automatic Qualified Joint and Survivor Annuity is available upon written request by the Participant. The notice shall be provided not fewer than 30 days nor more than 90 days before the Distribution Date. If the Participant requests a specific written explanation, the explanation shall be provided within 30 days of the Participant's request. The Plan Administrator need not comply with more than one such request made by a particular Participant.

During the Joint and Survivor Election Period, as hereinafter defined, a Participant eligible to make the election to waive the Automatic Qualified Joint and Survivor Annuity of Subsection (a) shall be eligible to elect to receive his benefits as provided in Section 9.3. The election shall be in writing and may be revoked at any time during the Joint and Survivor Election Period. New elections and revocations may be made any number of times during the Joint and Survivor

Election Period after a previous election or revocation. For purposes of this paragraph, the term "Joint and Survivor Election Period" shall mean the 90 day period ending on the Distribution Date.

(c) **Consent of Spouse:** Notwithstanding any other provision of this Article, any election by a Participant or Former Participant to waive the Automatic Qualified Joint and Survivor Annuity pursuant to Subsection (b) shall not be given effect unless:

(1) (A) The spouse of the Participant consents in writing to such election;

(B) The spouse acknowledges the form of benefit payment elected by the Participant and, if applicable, the Beneficiary designated by the Participant, or the spouse relinquishes the right to specify the form of benefit payment and name the Beneficiary; and the spouse's consent acknowledges the effect of such election and is witnessed by the Plan Administrator (or representative thereof) or a Notary Public; or

(2) It is established to the satisfaction of the Plan Administrator that the consent required under (1) above may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by Regulation prescribe; or

(3) The lump sum benefit otherwise payable to the Participant is less than $3,500 (effective for Plan Years commencing after August 5, 1997, $5,000) and a lump sum payment will be made pursuant to Section 9.3.

A waiver of the Automatic Qualified Joint and Survivor Annuity made pursuant to Subsection (b) shall be automatically revoked upon the marriage of the Participant, prior to his Distribution Date, to a person who has not consented to the waiver pursuant to Subsection (1) above or from whom consent was not required by reason of Subsection (2) above; or upon a change in the form of benefit payment or in the Beneficiary designated by the Participant pursuant to Subsection (1)(B) above, unless the spouse has relinquished the right to specify the form of benefit payment and to name the Beneficiary.

If the requirements of the preceding paragraphs are not satisfied, the Participant shall receive his Annuity Eligible Accrued Benefit in the form of the Automatic Qualified Joint and Survivor Annuity.

9.7 Availability of Optional Forms of Benefit: To the extent not already provided under the terms of this Plan, and notwithstanding any other provisions to the contrary, this Plan guarantees to each Participant whose Account includes Transferred Benefits the right to receive all Transferred Benefits in

any optional form of benefit (including time, manner and method of distribution) protected under Code §411(d)(6). The extent and nature of the optional forms of benefits so protected shall be determined by reference to the Prior Employer Plan(s).

ARTICLE X
DEATH BENEFITS

10.1 Death Benefits Payable: If a Participant who has not received a distribution of his entire Vested Interest dies, whether before or after his Distribution Date, the death benefit payable to the Beneficiary, Contingent Beneficiary or estate (as the case may be) of the Participant shall be all amounts credited (or to be credited) to his Accounts then held by the Trustee for the Participant's benefit, without regard to the Participant's Vested Percentage and which have yet to be distributed. If an Inactive or Former Participant who has not received a distribution of his entire Vested Interest dies, whether before or after his Distribution Date, the death benefit payable to the Beneficiary, Contingent Beneficiary or estate (as the case may be) of the Inactive or Former Participant shall only be the remaining Vested Interest in the Accounts then held by the Trustee for the Inactive or Former Participant's benefit.

10.2 Designation of Beneficiary: Each Participant shall be given the opportunity to designate a Beneficiary and Contingent Beneficiary and from time to time the Participant may file with the Plan Administrator a new or revised designation, provided that his spouse shall be his Beneficiary unless his spouse has consented in writing to the designation of a Beneficiary other than his spouse or it is established to the satisfaction of the Plan Administrator that the consent of the spouse may not be obtained because there is no spouse, the spouse cannot be located or because of such other circumstances as may be set forth in Regulations issued pursuant to Code §417(a)(2)(B). The change in marital status of a Participant from married to unmarried or vice versa shall void any outstanding beneficiary designation and require the completion and execution of a new beneficiary designation. Each Participant may also designate any form of payment available under Section 9.3 to the Beneficiary or Contingent Beneficiary. Beneficiary designations shall be completed in the manner approved by the Plan Administrator or set forth in writing on a form provided by the Plan Administrator.

If upon the Participant's death his designated Beneficiary does not survive him, the Contingent Beneficiary shall become the Beneficiary and any death benefits shall be paid to him or her. If a deceased Participant is not survived by a designated Beneficiary or Contingent Beneficiary, or if no Beneficiary was designated, the benefits shall be paid to the Participant's surviving spouse or if there is no surviving spouse, then to the executor or administrator of the Participant's estate. For purposes of determining the right of a Beneficiary, Contingent Beneficiary or surviving spouse to receive a benefit on account of the death of a Participant, he or she shall not be deemed to have survived the Participant unless he or she shall survive the Participant by at least 30 days.

If the Beneficiary, Contingent Beneficiary or surviving spouse survives the Participant and is entitled to receive benefits under this Section 10.2, but dies prior to receiving the entire death benefit payable to him or her, the remaining portion of the death benefit shall be paid to the person's named beneficiary or, if none, to the person's estate subject to the right of commutation.

10.3 Death Benefit Payment Procedure: Upon receipt of a claim for benefits, the Participant's death benefit shall be paid by the Trustee to the Beneficiary designated by the Participant pursuant to Section 10.2. Subject to the provisions of Section 10.5 and Article XXII, the Beneficiary of a Participant shall receive any death benefits payable hereunder in a lump sum.

If the lump sum benefit otherwise payable to the Beneficiary is not more than $3,500, or for Plan Years commencing after August 5, 1997, $5,000, and payment of benefits to the deceased Participant has not previously commenced, the benefit shall be paid as a single lump sum payment. Payment of any death benefits under this paragraph shall commence, unless otherwise designated by the Participant or elected by the Beneficiary, as soon as Administratively Feasible following the Participant's date of death and the end of the calendar month in which the Plan Administrator receives a claim for benefits. However, if the amount of the benefit required to be paid on the date determined above cannot be ascertained by that date, or if it is not possible to make the payment on that date because the Plan Administrator has been unable to ascertain or locate the Beneficiary after making reasonable efforts to do so, a payment retroactive to that date may be made as soon as Administratively Feasible after the earliest date on which the Beneficiary or amount of the payment can be ascertained or the date the Beneficiary is located, whichever is applicable.

10.4 Required Distributions Upon Death: Effective January 1, 2003, and for all Plan Years thereafter, notwithstanding any other provisions of this Plan, payment of death benefits shall be subject to the following rules:

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

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then unless otherwise provided herein, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

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

(3) 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 Vested Accrued Benefit will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) 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 Section 10.4(a), other than subsection (a)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 10.4(a) and Sections 10.4(e) and (f), unless Section 10.4(a)(4) applies, distributions are considered to begin on the participant's Required Beginning Date. If Section 10.4(a)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 10.4(a)(1).

(b) Forms of Distribution. Unless the participant's interest has been distributed in the form of a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 10.4(e) and (f).

(c) Beneficiaries' Election of Five Year Rule. Beneficiaries may elect on an individual basis whether the five year rule or the Life Expectancy rule in Sections 10.4(a) and (f) 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 Section 10.4(a) or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this subsection, distributions will be made in accordance with Sections 10.4(a) and (f).

(d) Transition Rule for Designated Beneficiary Receiving Distributions Under Five Year Rule to Elect Life Expectancy Distributions. A Designated Beneficiary who is receiving payments under the five year rule may make a new election to receive payments under the Life Expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the Life Expectancy rule for all Distribution Calendar Years before 2004 are distributed by the earlier of December 31, 2003, or the end of the five year period.

(e) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(A) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(f) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. 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 Section 10.4(e).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by

December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) 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 Section 10.4(a)(1), this Section 10.4(f) will apply as if the surviving spouse were the Participant.

(g) Rollover of Death Benefit for Non-spouse Beneficiary after December 31, 2007

(1) If the Participant dies before his or her required beginning date, the required minimum distribution for purposes of determining the amount eligible for rollover with respect to a non-spouse beneficiary shall be determined under the 5-year rule described in Code §401(a)(9)(B)(ii). Under this rule, no amount shall be a required minimum distribution for the year in which the Participant dies. The rule in Q&A-7(b) of Reg. §1.402(c)-2 (relating to distributions before an employee has attained age 70½) shall not apply to a non-spouse beneficiary.

(2) Under the 5-year rule as adopted by the Plan, no amount is required to be distributed to a non-spouse beneficiary until the fifth calendar year following the year of the Participant's death. In that year, if no prior distribution has been made, the entire amount to which the beneficiary is entitled under the Plan must be distributed.

(3) If the non-spouse beneficiary so elects, the Plan shall permit the non-spouse beneficiary to directly roll over the beneficiary's entire benefit until the end of the fourth calendar year following the year of death. On or after January 1 of the fifth year following the calendar year in which the Participant died, no amount payable to the non-spouse beneficiary under the Plan shall be eligible for rollover.

(4) If a Participant dies on or after his or her required beginning date, within the meaning of Code §401(a)(9)(C), then for the year of the Participant's death, the required minimum distribution not eligible for rollover shall be the same as the amount that would have applied if the Participant were still alive and had elected the direct rollover. The amount not eligible for rollover shall include all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Participant's death.

(h) Temporary Suspension of Beneficiary Distributions. A Beneficiary receiving distributions from the Plan under an election made pursuant to subsection (c) shall not receive the distribution amount (or any portion thereof) that would otherwise be attributable to the 2009 Distribution Calendar Year, unless the Beneficiary specifically requests that the Plan Administrator make the distribution. The Beneficiary's election to receive the distribution shall be made by notifying the Plan in writing (or by other acceptable electronic means) at any time prior to the latest possible date that the distribution would otherwise be made. The five-year period for payout of the Accrued Benefit to the Beneficiary shall be extended an additional year to take into account the suspension of all distributions (or portions thereof) attributable to the 2009 Distribution Calendar Year.

10.5 Qualified Pre-retirement Survivor Annuity and Related Matters: This Section shall apply only to a Participant with respect to whom this Plan holds Transferred Benefits which were directly or indirectly transferred from a defined benefit pension plan, money purchase pension plan, or other qualified plan to which Code Section 401(a)(11)(B)(iii) applies with respect to the Participant. Furthermore, this Section shall only apply to the amount in the Participant's Prior Employer Plan Account, which is attributable to such transfer (the "Annuity Eligible Accrued Benefit").

If a Participant who has an Annuity Eligible Accrued Benefit dies prior to his Distribution Date and is survived by a spouse, a Qualified Pre-retirement Survivor Annuity (based only on the benefits subject to this Section) shall be paid to the surviving spouse in accordance with, and except as otherwise provided by the provisions of this Section 10.5. A Qualified Pre-retirement Survivor Annuity is an immediate annuity payable to the spouse for the life of the spouse in monthly amounts equal to the monthly amount that can be purchased from an insurer with 50% of the Annuity Eligible Accrued Benefit of the Participant as of the date of his death.

(a) A Participant may elect to waive the Qualified Pre-retirement Survivor Annuity provided under this Section during the election period described in Subsection (d). The waiver may be revoked by the Participant during the election period by filing with the Plan Administrator on a form approved by the Plan Administrator an executed revocation of such waiver. Following revocation a Participant may again waive the Qualified Pre-retirement Survivor Annuity and subsequently revoke the waiver any number of times during the election period.

(b) A waiver pursuant to Subsection (a) shall not be effective unless:

(1) (A) The spouse, to whom the Participant is married at the time such waiver is executed, consents in writing to such waiver;

(B) The spouse acknowledges the form of the death benefit payable in lieu of the Qualified Pre-retirement Survivor Annuity and the Beneficiary designated by the Participant, or the spouse

relinquishes the right to specify the form of the death benefit and name the Beneficiary; and

(C) The consent acknowledges the effect of the waiver and is witnessed by the Plan Administrator (or representative thereof) or a Notary Public; or

(2) It is established to the satisfaction of the Plan Administrator that the consent of the spouse required by this Section may not be obtained because there is no spouse, the spouse cannot be located or because of such other circumstances as may be set forth in Regulations issued pursuant to Section 417(a)(2)(B) of the Code; and

(3) The waiver is made on a form approved by the Plan Administrator and executed by the Participant and, if required, the spouse of the Participant.

(c) A waiver made pursuant to Subsection (a) shall be automatically revoked:

(1) Upon the marriage of the Participant to a person who has not consented to the waiver pursuant to Subsection (b)(1) or from whom consent was not required by reason of Subsection (b)(2); or

(2) Upon a change in the form of the death benefit or in the Beneficiary designated by the Participant, unless the spouse has relinquished the right to specify the form of the death benefit and to name the Beneficiary.

(d) The election period shall begin on the first day of the Plan Year in which the Participant attains age 35 and shall end on the date such Participant dies. Notwithstanding the foregoing, in the case of a Participant who incurs a Termination of Employment before the Participant attains age 35, the election period shall begin on the date of Termination of Employment and shall end on the date the Participant dies.

(e) Notwithstanding anything in this Section to the contrary, an election to waive the Qualified Pre-retirement Survivor Annuity made by a Participant before the first day of the Plan Year in which he attains age 35 shall only be effective until the first day of the Plan Year in which he attains age 35, at which time such election shall be automatically revoked.

(f) The Plan Administrator shall provide to each Participant within the period beginning on the first day of the Plan Year in which the Participant attains age 32, but not earlier than the first day of the one-year period ending on the date he becomes a Participant, and ending on the last day of the Plan Year preceding

the Plan Year in which the Participant attains age 35, but not earlier than the last day of the one-year period beginning on the date he becomes a Participant, a written explanation of the Qualified Pre-retirement Survivor Annuity containing the following:

(1) The terms and conditions of the Qualified Pre-retirement Survivor Annuity;

(2) The Participant's right to make, and the effect of, an election to waive the Qualified Pre-retirement Survivor Annuity;

(3) The rights of the Participant's spouse under Subsection (b)(1); and

(4) The right of the Participant to make, and the effect of, a revocation of an election pursuant to Subsection (a).

The Plan Administrator shall also provide an explanation to each Participant who incurs a severance from employment prior to receiving the explanation no later than the earlier of the end of the one-year period beginning on the date of his severance from employment or the end of the period described above.

(g) Notwithstanding anything herein to the contrary, a surviving spouse entitled to a benefit under this Section, may elect to receive payment of the Qualified Pre-retirement Survivor Annuity in a lump sum or any other form of payment permitted under Section 10.4. Upon request, the Plan Administrator shall furnish the spouse with an explanation of the Qualified Pre-retirement Survivor Annuity and with information concerning the financial effect of receiving benefits in any form selected. An election under this Subsection must be filed with the Plan Administrator before benefit payments commence, unless the Plan Administrator determines otherwise.

(h) Notwithstanding anything herein to the contrary, a surviving spouse may delay the commencement of benefit payments pursuant hereto, provided such delay satisfies the requirement of Article IX by deeming the surviving spouse to be the Participant.

(i) If the lump sum amount of the Qualified Pre-retirement Survivor Annuity otherwise payable to the surviving spouse is less than $5,000, such benefit shall be paid as a single lump sum payment.

10.6 Availability of Optional Forms of Benefits: To the extent not already provided under the terms of this Plan, and notwithstanding any other provisions to the contrary, this Plan guarantees to the Beneficiaries of each Participant whose Account includes Transferred Benefits the right to receive all Transferred Benefits in any optional form of benefit (including time, manner and method of distribution)

protected under Code §411(d)(6). The extent and nature of the optional forms of benefits so protected shall be determined by reference to the Prior Employer Plan(s).

ARTICLE XI
BENEFITS UPON OTHER TERMINATION OF EMPLOYMENT

11.1 Vested Amounts: Upon attainment of his Normal Retirement Age a Participant shall be 100% vested in his Accrued Benefit. Prior to his Normal Retirement Age a Participant shall have a Vested Interest in his Accrued Benefit equal to the sum of the following:

(a) One hundred percent (100%) of the balances in his Participant Elective Deferral Account, Roth Elective Deferral Account and Participant Rollover Account, if any, as adjusted for any contributions or distributions since the preceding Valuation Date; and

(b) His vested percentage of the balance in the Employer Matching Contribution Account and Employer Profit-Sharing Contribution Account, as adjusted for any contributions or distributions since the preceding Valuation Date, according to the Participant's Years of Vesting Service, and consistent with the following schedule:

Years of Vesting Service	Percent of Vested Accrued Benefit
Fewer than three years	none
At least three years	20%
At least four years	40%
At least five years	60%
At least six years	80%
At least seven years or more	100%

Effective for all benefits accrued under the Plan in Plan Years commencing on or after January 1, 2007, which are not otherwise 100% vested under (a) above, the following vesting schedule shall apply:

Years of Vesting Service	Percent of Vested Accrued Benefit
Fewer than two years	none
At least two years	20%
At least three years	40%
At least four years	60%
At least five years	80%
At least six years or more	100%

The foregoing vesting schedule shall apply to Employer Matching Contributions made to the Plan from and after January 1, 2004.

(c) Effective January 1, 2008, Employer Safe Harbor Matching Contributions shall be one hundred percent non-forfeitable at all times.

The percentage of his Accrued Benefit attributable to the Participant's Employer Matching and Profit Sharing Contribution Accounts in which he is not vested shall be forfeited by him as provided in Section 11.6.

11.2 Distribution of Vested Interest: Subject to the provisions of Section 9.6 and Article XXII, a Participant who incurs a Termination of Employment for any reason other than retirement or death shall receive a single lump sum payment equal to the Participant's Vested Interest as of the date payment is made. Payment shall be made by the Trustee in cash only.

If a Participant fails to elect a time of payment or elects a deferred payment, then payment of the Participant's Accrued Benefit shall be deferred (if deferral is elected) to the subsequent date elected by the Participant, which may be no later than the latest date permitted under Section 9.5, or (if no election is made) to the earliest date permitted under Section 9.4, as though the Participant had then retired. Distribution shall be in accordance with the provisions of Section 9.3. However, if the lump sum amount that would be payable to a Participant is not more than $3,500 (effective for Plan Years commencing after August 5, 1997, $5,000) and the amount in the Participant's Account has never exceeded that amount at the time of any prior distribution, then the benefit shall be paid as a single lump sum payment, subject to the limitations of this Section 11.2, as though the Participant had elected immediate distribution, without regard to any Participant consent requirement or the requirements of Section 9.6.

With respect to any distribution first commencing after March 22, 1999, if the lump sum amount that would be payable to a disabled or retired Participant is not more than $5,000, without regard to whether the amount in the Participant's Account has ever exceeded that amount at the time of any prior distribution, the benefit shall be paid as a single lump sum payment in cash as soon as Administratively Feasible following the end of the calendar quarter in which his Termination of Employment occurs without regard to any Participant consent requirement or the requirements of Section 9.6. However, if the Participant is receiving benefit payments pursuant to an election under paragraph (b) above, then no single lump sum payment of the balance of his Vested Accrued Benefit shall be made to a Participant after his Distribution Date unless the Participant consents in writing to the payment. Effective for distributions after August 31, 2000, once the Vested Accrued Benefit in the Participant's Account is reduced to $5,000 or less, the balance shall be immediately distributed to him or her in a lump sum without any further consent or direction from the Participant, even if such lump sum payment occurs after the Participant's Distribution Date.

If the Participant elects immediate distribution following Termination of Employment, payment shall commence as soon as Administratively Feasible after the later of the calendar month in which the Participant makes the distribution request (by filing a claim for benefits) or terminates employment. In no event shall the Plan Administrator defer commencement of distribution to complete administration of the Participant's distribution request longer than 150 days after the end of the calendar quarter following the Distribution Date designated by the Participant. If an Inactive or Former Participant dies or incurs a Disability before his Normal Retirement Date, the Plan Administrator, upon notice of the death or Disability, shall direct the Trustee to make payment of the Participant's Vested Interest to him (or to his

Beneficiary if the Participant is deceased) in accordance with the provisions of Article X in the case of death, or Section 9.2 in the case of Disability.

Notwithstanding the above, if a terminated Participant is re-employed by the Employer prior to distribution of his Vested Interest, such distribution shall not be made until his employment is again terminated or until the occurrence of another event permitting distribution under the terms of the Plan.

For all distributions commencing on or after March 28, 2005, the $5,000 threshold amount in this Section shall be reduced to $1,000.

11.3 Eligible Rollover Distributions: Notwithstanding any provision of this Plan to the contrary with respect to distributions made on or after January 1, 1993, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. For purposes of this Section 11.3, the following definitions shall apply:

(a) **"Eligible Rollover Distribution"** shall mean any distribution of all or any portion of the balance to the credit in the Account 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 §401(a)(9), and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). Effective January 1, 2000, an Eligible Rollover Distribution shall not include any hardship withdrawal as defined in Code §401(k)(2)(B)(i)(IV) which is attributable to the Participant's Elective Deferrals as defined under Reg. §1.401(k)-1(d)(2)(ii).

Effective for distributions made after December 31, 2001, any amount that is distributed on account of hardship (without regard to whether the hardship withdrawal is attributable to Elective Deferrals) shall not be an eligible rollover distribution and the Distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

Effective for distributions first commencing on or after January 1, 2008, an "Eligible Rollover Distribution" does not include the portion of the distribution that is payable on behalf of a non-spouse beneficiary and that is a required distribution under Code §401(a)(9) because the distribution first commences after the close of the calendar year in which the death of the Participant occurs, nor does it include any portion of the distribution to a non-spouse beneficiary who has elected the five year rule under Section 10.4(c) and the distribution does

not commence prior to the close of the fourth calendar year following the calendar year in which the Participant's death occurred.

(b) **"Eligible Retirement Plan"** shall mean an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (jointly or separately, an "IRA"), an annuity plan described in Code §403(a), or a qualified trust described in Code §401(a), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an IRA.

Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Code §403(b) and an eligible plan under Code §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. The definition of 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 relation order, as defined in Code §414(p).

For distributions made after December 31, 2007, an Eligible Retirement Plan shall also mean a Roth IRA described in Code Section 4089A(b).

Effective for distributions first commencing on or after January 1, 2008, on behalf of a non-spouse beneficiary, an "Eligible Retirement Plan" shall only include an IRA established on behalf of the non-spouse beneficiary that will be treated as an inherited IRA pursuant to Code §402(c)(11) and that satisfies the requirements of Notice 2007-7, Q&A-13.

(c) **"Distributee"** shall mean 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 §414(p), are Distributees with regard to the interest of the spouse or former spouse.

Effective for distributions first commencing on or after January 1, 2008, a "Distributee" shall also include any non-spouse beneficiary who is a designated beneficiary under the provisions of Section 10.2.

(d) **"Direct Rollover"** shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

11.4 Breaks in Service and Vesting: If a Participant has a One Year Break in Service, the Participant's Years of Vesting Service before the One Year Break in Service shall not be included in computing Years of Vesting Service until the Participant shall have completed one Year of Vesting Service after the One Year Break in Service. If an Employee terminated employment prior to becoming a Participant and incurred a One Year Break in Service, or if a Participant did not have any Vested Interest derived from Employer contributions prior to a One Year Break in Service, Years of Vesting Service before a One Year Break in Service shall not be included in Years of Vesting Service calculated after the Participant's One Year Break in Service if the number of consecutive One Year Breaks in Service equals or exceeds the greater of five or the aggregate number of such Years of Vesting Service before the One Year Break in Service.

Solely for the purpose of determining the vested percentage of a Participant's Accrued Benefit derived from Employer contributions which accrued prior to a five consecutive one-year Break in Service period, the Plan shall disregard any Year of Service subsequent to such five consecutive one-year Breaks in Service period.

If a Participant has a One Year Break in Service, and the break does not arise on account of Termination of Employment, the Participant shall not be credited with a Year of Vesting Service for that Plan Year. However, no amounts in the Participant's Accounts shall be forfeited.

11.5 No Increase in Pre-break Vesting: For purposes of Section 11.1, Years of Vesting Service after a Termination of Employment that resulted in five consecutive One Year Breaks in Service shall not increase the vested percentage of a Participant's Account that was earned before such five consecutive One Year Breaks in Service.

11.6 Occurrence and Disposition of Forfeitures:

(a) Forfeiture of the Participant's non-vested interest in his or her Employer Matching and Profit Sharing Contribution Account shall occur:

(1) In the case of a Participant who receives a lump sum distribution of his or her Vested Interest on account of Termination of Employment, on the day the Participant receives the distribution.

(2) In the case of a Participant who has a Vested Interest derived from Employer Contributions (which for this purpose shall include Elective Deferral Contributions) and does not receive a total distribution of such Vested Interest, on the last day of the Plan Year in which the Participant incurs five consecutive One Year Breaks in Service.

(3) In the case of a Participant who has no Vested Interest derived from Employer Contributions (which for this purpose shall include Elective Deferral Contributions), regardless of the sub-Account to which the

Employer Contributions have been allocated, on the day the Participant incurs the Termination of Employment.

Non-vested interests of terminated Participants shall be held by the Trustee in the respective Accounts of the Participant until the date determined above and shall then be forfeited by the Participant and used or allocated in accordance with this Section.

(b) Amounts forfeited by terminated Participants from their Employer Matching Contribution Accounts shall be used to reduce the Employer's contribution otherwise required pursuant to Section 5.6 and shall be allocated in the same manner as Employer Matching Contributions in accordance with Section 6.2(c).

(c) Participants from their Employer Profit-Sharing Contribution Accounts Amounts forfeited by terminated, if not used first to restore Accounts under Sections 11.9 or 23.11, shall be used at the Employer's election:

(1) to offset costs and expenses of Plan administration (to the extent and in the manner permitted under Section 14.4),

(2) as an Employer Profit-Sharing Contribution for the Plan Year and allocated in accordance with Section 6.2(c),

(3) to reduce the amount of the Employer's Matching Contribution for the Plan year, or

(4) any combination of the foregoing.

(d) To the extent possible, the Plan Administrator must forfeit from a Participant's General Investments Account before making a forfeiture from his or her Employer Securities Account.

11.7 Distribution to Participants Who Are Less Than 100% Vested: In the event a Participant who is less than 100% vested hereunder incurs a Termination of Employment and returns to the employ of the Employer before a forfeiture of his non-vested interest shall have occurred, and prior to his re-employment was paid a portion of his Vested Interest, a separate account for the Participant's remaining interest in the Plan as of the time of the distribution shall be maintained. At any relevant time, the Participant's vested portion of the separate account shall be an amount "X" determined by the following formula:

$$X = P\ (AB+(RxD)) - (RxD)$$

For purposes of applying the formula:

P is the vested percentage at the relevant time;

AB is the account balance at the relevant time;

D is the amount of the distribution;

R is the ratio of the account balance at the relevant time to the account balance after distribution.

In the event a Participant who is less than 100% vested hereunder incurs a Termination of Employment and returns to the employ of the Employer after a forfeiture of his non-vested interest but prior to incurring five consecutive One Year Breaks in Service, and prior to his re-employment was paid his Vested Interest, the non-vested portion of his Accrued Benefit which was forfeited by the Participant shall be disregarded in computing his Accrued Benefit after re-entry into the Plan, unless the Participant repays, pursuant to Section 11.8, the amounts distributed from his Account from which an amount was forfeited. If a Participant does repay the distribution, the balance in such Account shall be restored as provided in Section 11.9.

In the event a Participant who had no Vested Interest in his Employer Regular Contribution Account separated from service and returns to the employ of the Employer after a forfeiture of his non-vested interest but prior to incurring five consecutive One Year Breaks in Service, any non-vested amounts forfeited by the Participant shall be restored, as provided in Section 11.9, to the Account from which an amount was forfeited.

11.8 Repayment of Distribution: In the event a Participant who is less than 100% vested hereunder incurs a Termination of Employment and returns to the employ of the Employer before a forfeiture of his non-vested interest shall have occurred, and prior to his re-employment was paid a portion of his Vested Interest, a separate account for the Participant's remaining interest in the Plan as of the time of the distribution shall be maintained. At any relevant time, the Participant's vested portion of the separate account shall be an amount "X" determined by the following formula:

(a) The date on which the Participant incurs five consecutive One Year Breaks in Service after the date of distribution.

(b) The end of the five-year period beginning with the date the Participant is re-employed by the Employer.

Any repayment shall not be included in applying the limitations of Article V or Article VIII hereunder.

11.9 Restoration of Accounts: Any amount repaid pursuant to Section 11.8 shall be credited to the Participant's Accounts for which it is repaid, with credit to be made as of the date of repayment.

The Account shall also be credited with the amount previously forfeited from the Account, with credit to be made as of the last day of the Plan Year in which repayment is made.

In the case of a Participant to whom the third paragraph of Section 11.7 applies, the Participant's Accounts from which amounts were previously forfeited shall be credited with the amount so forfeited, with credit to be made as of the last day of the Plan Year in which the Participant resumes participation in the Plan.

Any previously forfeited amounts which are credited to Participants' Accounts pursuant to this Section shall be derived from the following sources in the following order of priority:

(a) First, the amount, if any, to be credited to such types of Accounts for the Plan Year pursuant to Section 11.6;

(b) Second, Employer contributions for the Plan Year, if any, which are not required to be credited to such types of Accounts for other Participants; and

(c) Third, an additional Employer contribution for the Plan Year, regardless of whether the Employer has any Net Profits for the year.

If for any Plan Year, the Accounts of more than one Participant are required to be restored, then restorations shall be derived from the above sources in the same proportion that the amount to be restored to each Participant bears to the total amount to be restored to all such Participants for the Plan Year. Any such amounts credited to a Participant's Accounts shall not be included in applying the limitations of Article V or Article VIII hereunder.

11.10 Amendments to the Vesting Schedule: No amendment to the vesting schedule or provisions of Section 11.1, or to this Plan which directly or indirectly affects the computation of a Participant's Accrued Benefit, shall deprive a Participant of a vested right to the benefits accrued to the effective date of the amendment. Furthermore, if the vesting schedule or provisions of Section 11.1 are amended, each Participant with at least three (3) Years of Vesting Service (determined as of the later of the date the amendment is adopted or the date the amendment is effective) may elect to have his vesting percentage computed under the Plan without regard to the amendment. The period during which the election may be made shall commence with the date the amendment is adopted and shall end on the latest of:

(a) Sixty days after the amendment is adopted;

(b) Sixty days after the amendment becomes effective; or

(c) Sixty days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

In the absence of any written notice under (c) above, any Participant who has at least three Years of Vesting Service (as determined above) shall at all times receive a Vested Interest under whichever vesting schedule provides the greatest Vested Interest.

ARTICLE XII
FIDUCIARY DUTIES

12.1 General Fiduciary Duty: A Fiduciary, whether or not a Named Fiduciary, shall discharge his duties solely in the interest of the Participants and their Beneficiaries hereunder. All assets of this Plan shall be devoted to the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan. Each Fiduciary, whether or not a Named Fiduciary, shall discharge his duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Each Fiduciary shall also discharge his duties in a manner consistent with the documents and instruments governing the Plan to the extent such documents and instruments are consistent with law. No Fiduciary, whether or not a Named Fiduciary, shall engage in any of the prohibited transactions with disqualified persons or parties-in-interest as those terms and transactions are defined by the Code and ERISA, as passed and as it may be amended, and regulations thereunder.

12.2 Allocation of Responsibilities: Each Named Fiduciary shall have only those duties and responsibilities expressly allocated under the terms of this Plan. No other duties or responsibilities shall be implied.

12.3 Delegation of Responsibilities: Each Named Fiduciary may delegate the fiduciary responsibilities other than Trustee responsibilities allocated to such Fiduciary under this Plan to any person other than a Named Fiduciary. If any duties or responsibilities are delegated under this section, the person to whom the duties or responsibilities are delegated shall acknowledge the fact in writing and shall specify in writing the duties and responsibilities so delegated. All other duties and responsibilities shall be deemed not to have been delegated.

12.4 Liability for Allocation or Delegation of Responsibilities: A Named Fiduciary shall not be liable for the acts or omissions of a person to whom responsibilities or duties are allocated or delegated in accordance with Section 12.2 or Section 12.3 except to the extent such Named Fiduciary breaches his obligation under Section 12.1:

(a) with respect to the allocation or delegation;

(b) with respect to establishing or implementing a procedure for allocation or delegation; or

(c) by continuing the allocation or delegation.

Nothing in this section shall relieve a Fiduciary from liability incurred under Section 12.5.

12.5 Liability for Co-Fiduciaries: In addition to the liability a Fiduciary may incur for the breach of his duty under Section 12.1 or 12.4, a Fiduciary shall be liable for a breach of Fiduciary duty committed by another Fiduciary in the following circumstances:

(a) If he participates knowingly in, or knowingly undertakes to conceal, an act or omission of such other Fiduciary knowing such act or omission is a breach;

(b) If, by his failure to comply with Section 12.1 he has enabled such other Fiduciary to commit a breach;

(c) If he has knowledge of a breach by such other Fiduciary, unless he makes reasonable efforts under the circumstances to remedy the breach.

12.6 Same Person May Serve in More than One Capacity: Nothing herein shall prevent any person from serving in more than one Fiduciary capacity.

12.7 Indemnification: The Employer shall hold harmless and indemnify to the fullest extent permitted by ERISA each non-Trustee Fiduciary of the Plan with respect to the consequences of all actions or failures to act of the Fiduciary while carrying out his or her responsibilities under the Plan. The Employer shall further hold harmless and indemnify each Fiduciary who is subjected to any claim or action or who is made a party in any threatened, pending or completed proceeding, including, without limitation, any proceeding brought by or in the name of the Plan or by any participant thereof or by any governmental agency. The Employer's indemnification shall include any and all expenses (including attorney's and/or consultant's fees), costs, damages, judgments, fines, interest, penalties (including any which may be imposed under ERISA §502(l)) and/or amounts paid in settlement and that are actually and reasonably incurred by a Fiduciary in connection with the investigation, defense, settlement, preparation for trial, trial, or appeal of any proceeding, claim or action. Notwithstanding the foregoing, the Employer shall not be obligated to hold harmless or indemnify a Fiduciary of the Plan if indemnification is inconsistent with applicable law or if the act(s) or omission(s) of the Fiduciary to be indemnified are determined to have involved intentional misconduct, gross negligence or a knowing violation of ERISA or other applicable law by the Fiduciary.

To the extent a Fiduciary is a named insured under any policy of liability insurance maintained by the Plan or the Employer, the policy and the payment obligations of the insurance company under the policy shall be deemed primary and in lieu of the Employer's obligations under this Section 12.7, but only to the extent of the coverage provided in the policy. No insurer under any policy shall claim any right to reimbursement or refund from the Employer and no obligation of the Employer hereunder shall be deemed to inure to the benefit of any third party.

ARTICLE XIII
THE PLAN ADMINISTRATOR

13.1 Appointment of Plan Administrator: The Board of Directors of the Plan Sponsor shall appoint the Plan Administrator, which may be the Plan Sponsor. If the Plan Sponsor is appointed as Plan Administrator, the Plan Sponsor may appoint one or more Committees to carry out the duties of the Plan Administrator under this Plan. In that event all references in the Plan to the Plan Administrator shall be deemed to refer to the appointed Committee. The duties of the Committees shall be divided as the Plan Administrator deems appropriate and may be designated by separate instrument. The Committees shall act by majority vote except that they shall act by unanimous vote at any time when there are only two members comprising the Committee.

13.2 Acceptance by Plan Administrator: The Plan Administrator shall accept its appointment by joining with the Employer in the execution of this Agreement.

13.3 Signature of Plan Administrator: All persons dealing with the Plan Administrator may rely on any document executed by the Plan Administrator; or, in the event of appointment of a Committee or Committees, such persons may rely on any document executed by at least one member of the appropriate Committee as being the act of the Plan Administrator.

13.4 Appointment of an Investment Manager: The Plan Administrator may appoint or may designate a representative to appoint an Investment Manager or Managers to manage, acquire and dispose of any assets of the Plan. In the event responsibility for appointment of Investment Managers is delegated by the Plan Administrator to a named Committee, that delegation shall carry with it the authority of the Committee to act as a Named Fiduciary for purposes of ERISA in appointing an Investment Manager. The Investment Manager shall accept his appointment by written agreement executed by the Plan Administrator and Investment Manager. This written agreement shall specify the Plan assets for which the Investment Manager is responsible and such written instrument shall be kept with the other documents governing the operation of the Plan. The Trustee shall be entitled to rely on written instructions from the Investment Manager and shall be under no obligation to invest or otherwise manage any asset of the Plan subject to the management of the Investment Manager.

13.5 Duties of the Plan Administrator: The Plan Administrator shall be responsible for the general administration of the Plan including, but not limited to, the following:

(a) To prepare an annual report, summary plan description and modifications thereto, and summary annual report;

(b) To complete and file the various reports and tax forms with the appropriate government agencies as required by law;

(c) To distribute to Plan Participants and/or their Beneficiaries the summary plan description and reports sufficient to inform such Participants or Beneficiaries of their Accrued Benefit and their Vested Accrued Benefit as required by law;

(d) to determine annually, or more frequently if necessary, which Employees are eligible to participate in the Plan;

(e) To determine the benefits to which Participants and their Beneficiaries are entitled and to approve or deny claims for benefits;

(f) To provide Plan Participants with a written explanation of the effect of electing an optional form of benefit payment;

(g) To retain copies of all documents or instruments under which the Plan operates in its own office, the principal place of business of the Plan Sponsor and such other place as the Secretary of Labor or his delegate may by regulation prescribe; to make all such documents and instruments governing the operation of the Plan available for inspection by Plan Participants and/or their Beneficiaries; and to furnish copies of such documents or instruments to Plan Participants and/or their Beneficiaries on request, charging only the cost thereof as prescribed by regulation of the Secretary of Labor or his delegate;

(h) To interpret Plan provisions as needed and in this regard to have complete and total discretion in the interpretation of the Plan; and

(i) To act as the Plan's agent for the service of legal process, unless another agent is designated by the Plan Sponsor and to act on behalf of the Plan in all matters in which the Plan is or may be a party.

13.6 Claims Procedure: Claims for benefits under the Plan shall be presented to the Plan Administrator or its designated representative pursuant to procedures established and approved by the Plan Administrator, which may include electronic means. Notice of the disposition of a claim shall be furnished to the claimant no later than 90 days after the application is submitted. In the event the claim is denied, the reasons for the denial shall be specifically set forth in a notice in language calculated to be understood by the claimant. Pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant may perfect the claim shall be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claim review procedure.

13.7 Claims Review Procedure: Any Employee, former Employee, or Beneficiary of either, whose benefit claim submitted pursuant to Section 13.6 has been denied (whether in full or in part) shall be entitled to request further consideration to his claim by filing an appeal with the Plan Administrator, which may be in the form of a request for reconsideration. The request, together with a written statement of the reasons why the claimant believes his appeal should be allowed, shall be filed with the Plan Administrator no later than 60 days after receipt of the written notification provided for in

Section 13.6. The Plan Administrator shall conduct the review of the appeal. The Plan Administrator, in its sole discretion, may order a hearing at which the claimant may be represented by an attorney or any other representative of his choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of his claim. During the appeal review period or at the hearing (upon five business days prior written notice to the Plan Administrator) the claimant or his representative shall have an opportunity to review all documents in the possession of the Plan which are pertinent to the claim at issue and its disallowance. A final decision on the claim shall be made by the Plan Administrator within 60 days of receipt of the appeal unless (i) because of special circumstances there has been an extension of 60 days which has been communicated in writing to the claimant, or (ii) a hearing is held, in which event the final decision shall be made within 120 days of receipt of the appeal. The communication containing the Plan Administrator's decision shall be in writing and shall be written in a manner calculated to be understood by the claimant. The communication shall include specific reasons for the Plan Administrator's decision and specific references to the pertinent Plan provisions on which the decision is based. The communication shall also inform the claimant of the limitation on any further action by the claimant set forth in Section 13.8.

13.8 Limitations of Actions on Claims: The delivery to the claimant of the final decision of the Plan Administrator with respect to a claim for benefits under Section 13.6 which has been reviewed and considered under the appeal procedures of Section 13.7 shall commence the period during which the claimant may bring legal action under ERISA for judicial review of the Plan Administrator's decision. No civil action with respect to the claim for benefits or the subject matter thereof may be commenced by the claimant, whether such action is pursued through litigation, arbitration or otherwise, prior to the completion of the claims and claims review process set forth in Sections 13.6 and 13.7, nor following the expiration of two years from the date of delivery of the final decision of the Plan Administrator to the claimant under Section 13.7.

13.9 Compensation and Expenses of Plan Administrator: The Plan Administrator may engage the services of any person, including counsel, whose services, in the opinion of the Plan Administrator, are necessary to assist it in carrying out its responsibilities under the Plan. The Employer may direct the Trustee to pay any expenses properly and actually incurred for such services from the Trust Fund, including such reasonable compensation for services provided by the Plan Administrator as shall have been agreed upon between them, or, alternatively, the Employer may pay such expenses or compensation directly; provided, however, that no individual acting as Plan Administrator shall receive any compensation if he already receives full-time pay from the Employer.

13.10 Removal or Resignation: The Plan Administrator may be removed by the Plan Sponsor upon 30 days written notice, and may resign upon 30 days written notice to the Plan Sponsor. Upon such removal or resignation, or the inability of the Plan Administrator for any other reason to act as Plan Administrator, the Plan Sponsor shall appoint a successor Plan Administrator. The successor Plan Administrator, upon written acceptance, shall have all the duties and responsibilities of a Plan Administrator herein. The former Plan Administrator shall deliver to the successor Plan Administrator all records and documents which it holds relating to the Plan upon removal or resignation.

13.11 Records of Plan Administrator: The Plan Sponsor shall have access, upon request, to all the records of the Plan Administrator that relate to the Plan.

13.12 Other Responsibilities: Nothing in this Article shall be construed to limit the responsibilities and duties allocated to the Plan Administrator in other Articles of this Plan.

ARTICLE XIV
THE TRUSTEE

14.1 Appointment of Trustee: The Board of Directors of the Plan Sponsor shall appoint the Trustee. Nothing in this Plan shall prevent the Plan Sponsor from appointing multiple Trustees or creating multiple Trust Funds, each with separate Trustees. If more than one person is appointed as Trustee of a single Trust Fund, they shall act by majority vote; provided, however, that they shall act by unanimous vote at any time when there are only two Trustees. In the event there is more than one Trustee, the reference to Trustee shall be deemed to refer to all the Trustees.

14.2 Acceptance by Trustee: The Trustee shall accept its appointment by executing a separate trust agreement in a form acceptable to the Trustee and Employer. The provisions of the separate Trust Agreement shall control over those in this Plan, to the extent such provisions define the duties of the Trustee with respect to the Plan and Trust Fund. Prior to December 31, 1992, the provisions of the Prior Plan concerning the Trustee and its duties shall apply.

14.3 Investment Committee: In the event of appointment of an Investment Committee by the Plan Administrator, then except to the extent responsibility for certain Plan assets has been allocated to an Investment Manager as provided in Section 13.4, the Investment Committee is authorized and empowered to direct investment of the Trust Fund, consistent with the terms of the separate Trust Agreement. The Investment Committee shall direct investment and reinvestment of the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Committee shall deem advisable consistent with the investment policy of the Plan established under Article XVIII. The Committee shall give due regard to any limitations imposed by the Code or ERISA so that at all times this Plan may qualify as a qualified Plan and Trust.

14.4 Liability for Plan Expenses: The Plan specifically permits payment from the Plan's Trust Fund of Plan administration and operation expenses, as well as costs and expenses associated with specific assets in the Trust Fund, consistent with the principles and rules set forth in this Section.

(a) The Plan permits the allocation of certain administration expenses to an individual Participant's Account whenever an expense can be specifically determined and the Participant's Account identified which gives rise to the expense.

(b) Expenses not attributable to particular Participant Accounts but nevertheless payable from the Trust Fund may be allocated among all Participant Accounts pro rata, or by any other appropriate method.

(c) The Plan Sponsor shall determine in its sole discretion the extent to which Plan administration and operation expenses shall be paid from the Trust Fund or from individual Participant Accounts, provided that all such payments and charges

shall comply with ERISA and all regulations and other guidance issued by the Department of Labor.

(d) The Plan Sponsor shall be entitled to reimbursement from the Plan for payment of all Plan expenses advanced by the Plan Sponsor (whether charged to an individual Participant's Account or the Trust Fund as a whole) that are reasonably subject to reimbursement pursuant to ERISA and DOL regulations and other guidance, provided that no reimbursement to the Plan Sponsor shall be made with respect to any charge applicable to an individual Participant's Account unless the Participant has been previously informed through a summary plan description or similar document that his or her Account may be subject to such charges.

(e) (1) Costs and expenses associated with or attributable to a specific asset held in any pooled or joint fund in the Plan normally shall be charged to the Accounts of the Participants who are or who have been allocated an undivided share in the pooled or joint fund and whose Accounts reflect an undivided interest (either current or past) in the asset. The assessment of costs and expenses shall be made only against that portion of a Participant's Account which has participated in the pooled or joint fund and has been allocated an undivided share of the asset.

(2) Notwithstanding the provisions of (e)(1), in the event the Plan Administrator determines that the cost or expense attributable to an asset or former asset in the pooled fund represents a material portion of the Participants' Accounts currently in the Plan attributable to that asset (regardless of amount), the Plan Administrator shall have the authority (in its discretion) (i) to allocate the cost or expense among the Accounts of those Participants, (ii) to allocate the cost or expense to other assets remaining in the same Participants' Accounts, (iii) to allocate the cost or expense among the Accounts of all Participants (including former Participants who no longer have an account in the Plan) which include or included any portion attributable to the asset, or (iv) to allocate the cost or expense among the Accounts of all Participants in the Plan , regardless of their participation in the pooled or joint fund. The foregoing options are not intended to be mutually exclusive and the Plan Administrator may apply one or more of them in any manner deemed appropriate by the Plan Administrator. Nevertheless, the Plan Administrator's decisions and actions shall comply with all guidance and rules issued by the Department of Labor with respect to allocation of costs, including the appointment of an independent fiduciary to assist in the allocation determination, if so required.

14.5 Payments From the Trust Fund: At the direction of the Plan Administrator, 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.

ARTICLE XV
THE EMPLOYER

15.1 Notification: The Plan Sponsor shall notify the Plan Administrator and the Trustee in writing if a new Plan Administrator or Trustee has been appointed hereunder.

15.2 Record Keeping: Each participating SNF Employer shall maintain records with respect to each Employee sufficient to enable the Plan Administrator and Trustee to fulfill their duties and responsibilities under the Plan.

15.3 Bonding: The Plan Administrator shall procure bonding to insure the Plan against risk of loss. The persons to be bonded and the amount necessary shall be determined in accordance with ERISA and regulations thereunder. No bonding shall be required pursuant to state law.

15.4 Signature of Employer: All persons dealing with the Plan may rely on any document executed in the name of the Plan Sponsor by its corporate President, Vice-President, or other duly authorized corporate officer, or by any other individual duly authorized by its Board of Directors, whether retroactive or prospective.

15.5 Plan Counsel and Expenses: The Plan Sponsor may engage the service of any person or organization, including counsel, whose services, in the opinion of the Plan Sponsor are necessary for the establishment or maintenance of this Plan. The expenses incurred or charged by a person or organization engaged by the Plan Sponsor pursuant to the previous sentence shall be paid by the Plan Sponsor, or alternatively, the Plan Sponsor may direct the Trustee to pay such expenses from the Trust Fund.

15.6 Other Responsibilities: Nothing in this Article shall be construed to limit the responsibilities or duties allocated to the Plan Sponsor and SNF Employers in other Articles of the Plan.

ARTICLE XVI
PLAN AMENDMENT OR MERGER

16.1 Power to Amend: The Plan Sponsor and the Plan Administrator shall each have the power to amend, alter, or wholly revise the Plan, prospectively or retrospectively, at any time, and the interest of every Participant is subject to the power so reserved. The Plan Administrator shall not exercise its power to amend without consent of the Plan Sponsor unless the Plan Sponsor has ceased to operate as a viable business entity or has filed or is subject to a petition under Chapter 7 of the U.S. Bankruptcy Code.

16.2 Limitations on Amendments: Upon execution of any amendment, the Employer, Plan Administrator, Trustees, Participants and their Beneficiaries shall be bound thereby; provided, however, that no amendment:

(a) shall enlarge the duties or responsibilities of the Plan Administrator or Trustee without its consent; or

(b) shall cause any part of the assets contributed to the Plan to be diverted to any use or purpose other than for the exclusive benefit of the Participants and their Beneficiaries (including the reasonable cost of administering the Plan) prior to the satisfaction of all liabilities (fixed and contingent) under the Plan to Participants and their Beneficiaries; or

(c) shall reduce the vesting percentage of any Participant, Former Participant, or Beneficiary; or

(d) shall reduce or restrict the Account Balance of any Participant, Former Participant or Beneficiary; or

(e) shall eliminate an optional form of benefit, with respect to benefits attributable to service before the amendment.

Notwithstanding the above, any amendment may be made which may be or become necessary in order that the Plan will conform to the requirements of Code §401(a), or of any generally similar successor provision, or in order that all of the provisions of the Plan will conform to all valid requirements of applicable federal and state laws.

16.3 Method of Amendment: If the Plan is amended by the Plan Sponsor, the amendment shall be stated in an instrument in writing signed in the name of the Plan Sponsor by a duly authorized corporate officer, or by any other individual duly authorized by the Plan Sponsor, whether retroactive or prospective. If the Plan is amended by the Plan Administrator, the amendment shall be stated in an instrument in writing signed in the name of the Plan Administrator by the individual duly authorized by the Plan Administrator for that purpose, whether retroactive or prospective.

16.4 Notice of Amendment: Written notice of each amendment shall be given promptly by the Plan Sponsor and the Plan Administrator to each other, to any other Employers and to the Trustee.

16.5 Merger or Consolidation: This Plan and Trust may be merged or consolidated with, or its assets or liabilities may be transferred to, any other plan only if the benefits which would be received by each Participant of this Plan, in the event of a termination of the Plan immediately after such merger, consolidation or transfer, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the merger, consolidation or transfer. The Trustee possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with the Trustees of other retirement plans described in Code §401(a) and to accept the direct transfer of Plan assets, or to transfer Plan assets, as a party to any such agreement.

The Trustee may accept a direct transfer of Plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility condition(s). If the Trustee accepts such a direct transfer of Plan assets, the Advisory Committee and Trustee shall treat the Employee as a Participant for all purposes of the Plan except the Employee may not make Elective Deferral contributions under Article V nor shall the Employee share in Employer contributions or Participant forfeitures under Article VI until he actually becomes a Participant in the Plan.

The Trustee shall hold, administer and distribute the transferred assets as a part of the Trust Fund and the Trustee shall maintain a separate Prior Employer Plan Account for the benefit of the Employee on whose behalf the Trustee accepted the transfer in order to reflect the value of the transferred assets.

ARTICLE XVII
TERMINATION OR DISCONTINUANCE OF CONTRIBUTIONS

17.1 Right to Terminate: The Plan Sponsor may terminate the Plan at any time by appropriate corporate action specifying the termination date. The Plan Sponsor shall promptly notify the Plan Administrator, Trustee and any other Employers of such action. Further, the Plan Sponsor shall notify all Participants and Former Participants of such action, and shall file all required reports with federal agencies, in accordance with applicable regulations.

17.2 Effect of Termination: In the event of a Plan termination or a complete discontinuance of Employer Contributions, the rights of all affected Participants to their Accrued Benefits as of the date of such termination shall be fully vested and shall not thereafter be subject to forfeiture, except to the extent that law or regulation may preclude such vesting in order to prohibit discrimination in favor of officers, shareholders, or highly compensated Employees. For purposes of the preceding sentence, a Participant who has terminated employment with the Employer and incurred five consecutive One Year Breaks in Service as of the termination date shall not be considered to be affected by such Plan termination, and shall be vested in his Accrued Benefit only to the extent provided in the other applicable Articles of this Plan.

17.3 Manner of Distribution: In the event of a Plan termination, the Plan Administrator shall direct the Trustee to distribute the Accrued Benefits of all Participants, Former Participants, and Beneficiaries in accordance with Article IX or Article XI.

Notwithstanding the above, no payment shall be made to a Participant from his Participant Elective Deferral Account or Roth Elective Deferral Account (or any other Account the contributions to which have been included in the Deferral Account for the Participant) unless or until such time as the Participant:

(a) is eligible for Retirement or Disability Benefits as provided in Article IX;

(b) dies;

(c) separates from the service of the Employer (after December 31, 2001, incurs a severance from employment);

(d) attains the age of fifty-nine and one-half (59½) (and, for Roth Elective Deferrals, satisfies the "5 year rule" requirements of Section 8.4); or

(e) for Elective Deferrals only, incurs a Financial Hardship.

All Elective Deferral and Roth Elective Deferral Accounts shall be maintained by the Trustee and distributed at such time and in such manner as previously provided herein. Alternatively, the balance in such Accounts may be transferred to another plan maintained or established by the Employer which

qualifies under Code §401(a) as provided above, but only if the plan contains the same restrictions on distribution of the transferred amounts described above.

The above restrictions on distribution to a Participant shall not apply in the event of:

(a) The termination of the Plan without establishment of a successor plan; or

(b) The sale or other disposition to an unrelated entity of the assets of the Plan Sponsor or of an Employer which are used by the Plan Sponsor or Employer in its trade or business. This paragraph applies only with respect to a Participant who continues employment with the acquiring entity; or

(c) The sale or other disposition by the Plan Sponsor or an Employer to an unrelated entity of the Plan Sponsor's or Employer's entire interest in a subsidiary. This paragraph applies only with respect to a Participant who continues employment with the subsidiary.

For Plan Years beginning prior to 1989, paragraphs (b) and (c) above shall apply only if the acquiring corporation or entity does not maintain the Plan.

No payment of benefits (or provisions therefor) shall actually be made by the Trustee until after it is advised by the Employer in writing that applicable requirements, if any, of ERISA governing termination of this Plan have been, or are being, complied with or that appropriate authorizations, waivers, exemptions or variances have been, or are being, obtained. The actual payment of benefits (or provision therefor) shall be in conformity with the applicable requirements, methods and procedures, if any, of ERISA governing the termination of the Plan.

17.4 No Reversion: No termination or amendment of this Plan and Trust and no other action shall divert any part of the funds to any purpose other than the exclusive benefit of Participants, Inactive Participants or their Beneficiaries except, and notwithstanding any other provision of this Plan to the contrary, any amount held in an unallocated suspense account which cannot be allocated to any Participant due to the limitations of Article VII may be returned to the Employer upon termination of the Plan.

17.5 Termination of an Employer: An Employer, other than the Plan Sponsor, may terminate its participation in the Plan at any time by a written resolution by the Board of Directors specifying the termination date. The Employer shall promptly notify the Plan Sponsor, Plan Administrator and Trustee of any such action or direction. The participation of an Employer in the Plan shall also terminate in the event of a complete discontinuance of contributions by such Employer.

17.6 Partial Termination: A partial termination of the Plan may be deemed to have occurred if a significant percentage of Participants are excluded from coverage by reason of amendment of the Plan, severance by an Employer or termination of an Employer, or if the Plan is amended to adversely affect the rights of employees to vest in benefits under the Plan or to reduce or eliminate future benefit

accruals under the Plan. Whether a partial termination has occurred shall be determined solely in the discretion of the Plan Administrator on the basis of the facts and circumstances in a particular case.

17.7 Effect of Partial Termination: In the event of a partial termination of the Plan, the provisions of Section 17.2 shall apply to those Participants affected by the partial termination.

ARTICLE XVIII
FUNDING POLICY FOR PLAN BENEFITS

18.1 Funding Method: The benefits provided by this Plan shall be funded by contributions of the Employer and Participants. The contribution amount shall be determined as provided in this Plan.

18.2 Investment Policy: This Plan has been established for the sole purpose of providing benefits to the Participants and their Beneficiaries. In determining investment directions and investment options available hereunder, the Plan Administrator shall establish a funding policy which considers the short and long-range needs of the Plan based on the evident and probable requirements of the Plan as to the time benefits shall be payable and the requirements therefor. Benefits may be provided through any combination of investment media designed to provide the requisite liquidity, growth and security appropriate to this Plan.

Benefits for Participants may be provided through any investment media offered by the Trustee or through the purchase of shares in any regulated investment company as defined in Code §851(a), or through any investment proper and appropriate to be made by the Trustee in accordance with Article XIV, or through any combination of such investments.

18.3 No Purchase of Life Insurance Contracts: Unless authorized by the Plan Sponsor pursuant to amendment to this Article XVIII, no insurance contracts shall be purchased by the Trustee on the life of any Participant.

18.4 Investment Funds: The Employer shall contribute to an Investment Fund which shall be established by the Trustee to provide such additional benefits, in addition to the proceeds or surrender values of any allocated annuity contracts, for Participants and their Beneficiaries provided by this Plan.

18.5 Non-transferability of Annuity Contracts: In the event the assets of the Trust Fund include allocated annuity contracts, all incidents of ownership in such contracts may be exercised by the Trustee, as directed by the Plan Administrator, except to the extent any death benefits payable thereunder may be paid to the Beneficiary designated by the Participant. All such contracts shall provide that the owner may not change the ownership of the contract, nor may it be sold, assigned or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to anyone. No annuity contract may be delivered to a Participant as a distribution from the Plan.

18.6 Individual Participant Directed Investments: Within the sole discretion of the Plan Sponsor and subject to such reasonable limitations as may be established by the Plan Administrator, a Participant, Former Participant or Beneficiary may be permitted to direct the Trustee to invest all or part of the Participant's Account hereunder in such assets as are permitted under the terms of the Trust Agreement. However, the Participant may not direct the Trustee to use any portion of his Account to acquire any property which would be classified as a "collectible" and result in the investment being considered a distribution to the Participant under Code §408(m) and Regulations thereunder. That portion of the Account so directed shall be credited (charged) solely with all investment earnings (losses) and appreciation (depreciation) thereon, and charged with any fees or expenses incurred by the Trustee

in investing or administering that portion of the Account. The portion so directed shall also be credited with any contributions thereto and charged with any withdrawals or payments made therefrom.

Any portion of the Account, the investment of which is not individually directed by the Participant pursuant to this Section, shall be commingled with other Trust assets and invested as provided in Section 18.7. That portion shall be credited (charged) with its proportionate share of investment earnings (losses) and appreciation (depreciation) on the total assets of the separate investment fund held by the Trust and charged with any specific or proportionate share of expenses incurred by the Trustee in investing or administering that portion of the Account as provided in Section 6.3. The individually directed portion and separate fund investments for each Participant's Account shall be credited with any contributions thereto and charged with any withdrawals or payments therefrom.

For purposes of Section 6.3, any transfers from the separate investment fund portion of a Participant's Account to the individually directed portion of the Account shall be treated as a withdrawal from the separate investment fund portion and a contribution to the individually directed portion, and vice versa for transfers from the individually directed portion to the separate investment fund portion.

The Plan Administrator and Trustee may establish a reasonable policy regarding the types of Accounts eligible, minimum balance required, and other reasonable criteria which must be satisfied in determining whether the option of individually directed investments shall be available to a Participant. The policy shall be in writing and shall be administered in a uniform and non-discriminatory manner.

18.7 Establishment of Separate Investment Funds: The Plan Administrator has authority to select separate investment funds in the General Investments Account for the Trust to be made available for receipt of contributions and transfers according to Participants' investment directions, including the number and types of investment funds which may be available in the General Investments Account. The selected investment funds shall be subject to the following general administrative rules:

(a) Income, gains and losses from each investment fund will be reinvested in the same fund and credited only to those Participants' General Investments Accounts who have a balance in such fund, in a manner consistent with Section 6.3.

(b) Participants who have invested in or have received an allocation of Employer Securities shall be treated by the Plan as having an Employer Securities Account within the meaning of Article XXII. Participants may direct investments from the Employer Securities Account into the General Investments Account according to the rules in Section 18.8, but may not direct any investment into the Employer Securities Account.

(c) Each Participant shall be entitled to direct the portion of the contributions made to his Account which are to be invested in each of the investment funds available. Upon the occurrence of any event which deletes any of the Funds described in this Section, which replaces any such Fund with another Fund, or

which adds a new Fund, the Plan Administrator shall designate a default investment fund or funds into which contributions on behalf of a Participant shall be invested in the event no specific direction for investment is made by the Participant. The Plan Administrator shall designate a default investment fund for any Participant or Beneficiary (including any Beneficiary by virtue of a Qualified Domestic Relations Order) who does not provide for investment instructions with respect to his or her Account into any investment fund under this Section or Section 18.6.

(d) Each Participant shall have the right to change the portion of succeeding contributions to be invested in each Fund. Changes shall be made effective on the first pay date following receipt by the Plan Administrator of the Participant's request or at other times during the Plan Year with the approval of the Plan Administrator and Trustee.

(e) Each Participant shall also have the right to direct that any portion of the asset balance in any of his Accounts in any of such Funds be liquidated and the proceeds thereof be transferred to any other Fund for reinvestment. Unless a more frequent processing time is established by the Plan Administrator under a uniform policy, all such directions shall be carried out as of the first day of the month following the month in which the request is received.

(f) The Plan Administrator may establish reasonable rules regarding:

(1) The number and types of Funds which shall be available to different types of Accounts.

(2) The maximum number of Funds which may be utilized by an individual Participant or by an individual Account.

(3) The minimum, maximum and incremental percentages of contributions which may be invested in a particular Fund.

(4) The minimum, maximum and incremental percentages of the current balance in any Account in any Fund which may be transferred to another Fund.

Such rules shall be in writing and shall be administered in a uniform and non-discriminatory manner.

(g) All requests for changes in the allocation of contributions and for the liquidation and transfer of amounts held in one of the Funds shall be made and executed as provided in the Trust Agreement. Requests shall be directed to the Plan Administrator in writing, as authorized by the Plan Administrator. The Plan

Administrator shall without undue delay forward appropriate directions to the Trustee for execution.

18.8 Participant Diversification of Employer Securities Account: Except as specifically provided in Section 18.7 and effective January 1, 2007, this Section 18.8, the Plan does not permit individual direction of investment by a Participant of Employer Securities either into or out of his or her Employer Securities Account.

(a) Each Participant and each Beneficiary thereof with an Account in the Plan may direct investment into the Participant's General Investments Account of up to one hundred percent (100%) of the Employer Securities in the Participant's Employer Securities Account attributable to or acquired with the Employee's Elective Deferral Contributions, Roth Elective Deferral Contributions and Voluntary Contributions (if any), regardless of when contributed to the Plan.

(b) Each Participant who has attained at least Age 55 and completed at least three (3) Years of Vesting Service prior to January 1, 2006, and each Beneficiary thereof with an Account in the Plan may direct investment into the Participant's General Investments Account of up to one hundred percent (100%) of the Employer Securities in the Participant's Employer Securities Account attributable to or acquired with Employer Matching Contributions, (whether or not safe harbor) and Employer Non-elective Contributions, regardless of when contributed to the Plan.

(c) Each Qualified Participant, as defined in (e) below, and each Beneficiary thereof with an Account in the Plan may direct investment into the Participant's General Investments Account of up to one hundred percent (100%) of the Employer Securities in the Participant's Employer Securities Account attributable to or acquired with Employer Matching Contributions, (whether or not safe harbor) and Employer Non-elective Contributions made to the Plan for Plan Years commencing after December 31, 2006.

(d) Each Qualified Participant and each Beneficiary thereof with an Account in the Plan may direct investment into the Participant's General Investments Account of up to the Applicable Percentage of the Employer Securities in the Participant's Employer Securities Account, determined under the following table, which are attributable to or acquired with Employer Matching Contributions and Employer Non-elective Contributions made to the Plan for Plan Years prior to January 1, 2007:

Plan Year After Which the Participant First Becomes a Qualified Participant	Applicable Percentage
First	33%
Second	66%
Third and thereafter	100%

(e) A Participant shall be a Qualified Participant if as of the first day of any Plan Year the Participant has completed at least three (3) Years of Vesting Service. For this purpose all of a Participant's Years of Vesting Service shall be taken into account, whether before or after January 1, 2007.

(f) The Plan shall permit direction of investment into the General Investments Account under this Section 18.8 at least once during each calendar quarter. If the Plan permits a Participant to direct the investments in his or her General Investments Account at a frequency greater than once per calendar quarter, then the Participant (or Beneficiary) may direct the investment from the Participant's Employer Securities Account to the General Investments Account at the same frequency. The Participant shall make his investment direction in any manner acceptable to the Plan Administrator. The Participant's investment direction shall also specify which, if any, of the available investment funds in the General Investments Account the Participant selects for receipt of the amount so directed.

ARTICLE XIX
TOP-HEAVY PROVISIONS

19.1 Application: The provisions of this Article XIX shall apply and shall supersede any conflicting provisions contained in any other Article of this Plan for purposes of determining whether the Plan is a top-heavy plan under Code §416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code §416(c) for such years. So long as this Plan satisfies the requirements for a safe harbor plan under Code §410(k)(12) for Plan Years after December 31, 2007, the provisions of Code §416 and this Article XIX shall not apply. For Plan Years prior to January 1, 2008, the provisions of the Prior Plan shall apply.

19.2 Special Definitions: For purposes of this Article and related Plan provisions, the following terms shall have the following meanings unless a different meaning is plainly required by the context:

(a) **"Determination Date"** shall mean, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan the Determination Date shall mean the last day of that Plan Year.

(b) "Five Percent Owner" shall mean:

(1) If the Employer is a corporation, any person who owns (or is considered as owning within the meaning of Code §318) more than 5% of the outstanding stock of the corporation or stock possessing more than 5% of the total combined voting power of all stock of the corporation.

(2) If the Employer is not a corporation, any person who owns more than 5% of the capital or profits interest in the Employer.

(c) **"Key Employee"** shall mean any Employee or former Employee (and any Beneficiary of the Employee) who at any time during the Plan Year that includes the Determination Date was

(1) an officer of the Employer having Top Heavy Compensation greater than $130,000 (as adjusted under Code §416(i)(1) for Plan Years beginning after December 31, 2002),

(2) a Five Percent Owner of the Employer, or

(3) a One Percent Owner of the Employer having annual compensation of more than $150,000.

For purposes of subparagraph (1), no more than 50 Employees (or, if lesser, the greater of 3 or 10% of the number of Employees) shall be treated as officers. The determination of who is a Key Employee will be made in accordance with Code 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(d) **"Non-Key Employee"** shall mean any Employee or former Employee (and any Beneficiary of such Employee) who is not a Key Employee. Non-Key Employees include Employees who are former Key Employees.

(e) "One Percent Owner" shall mean:

(1) If the Employer is a corporation, any person who owns (or is considered as owning within the meaning of Code §318) more than 1% of the outstanding stock of the corporation or stock possessing more than 1% of the total combined voting power of all stock of the corporation; or

(2) If the Employer is not a corporation, any person who owns more than 1% of the capital or profits interest in the Employer.

(f) **"Permissive Aggregation Group"** shall mean the Required Aggregation Group of plans plus any other plan or plans of the Employer which, when selected and considered by the Employer as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code §§401(a)(4) and 410.

(g) **"Present Value"** shall mean the actuarial present value of an amount or series of amounts determined based on the Top-Heavy determination provisions of a defined benefit plan that is part of a Required Aggregation Group or Permissive Aggregation Group with this Plan.

(h) **"Required Aggregation Group"** shall mean:

(1) each qualified plan of the Employer in which at least one Key Employee participates in the Plan Year containing the Determination Date or any of the four preceding plan years (regardless of whether the plan has terminated); and

(2) any other qualified plan of the Employer which enables a plan described in subparagraph (1) to meet the requirements of Code §§401(a)(4) or 410.

(i) **"Top Heavy Average Monthly Compensation"** shall mean 1/12th of the average of a Participant's Top-Heavy Compensation during the five consecutive Plan Years (or the total number of such years of the Participant's employment, if

fewer than five) which produces the highest average, but taking into account only Top-Heavy Compensation for years that this Plan was Top-Heavy and any years preceding a year that this Plan was Top-Heavy.

(j) **"Top-Heavy Compensation"** shall have the same meaning as the term 'Compensation' defined in Section 7.1(b). Top Heavy Compensation includes all Compensation paid for the Limitation Year without regard to when the Participant commenced participation in the Plan.

(k) **"Top-Heavy Ratio"** shall mean and be determined as follows:

(1) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan which during the 5-year period ending on the Determination Date(s) has or has had Accrued benefits, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002), both computed in accordance with §416 of the Code and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under §416 of the Code and the regulations thereunder.

(2) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the Determination Date(s) has or has had any accrued benefits, the Top-Heavy Ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under

the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (1) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date(s), all determined in accordance with §416 of the Code and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the Determination Date (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002).

(3) For purposes of (1) and (2) above the value of account balances and the present value of accrued benefits will 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 §416 of the Code and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the 1-year period (5-year period in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002) ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with §416 of the Code and the regulations thereunder. Deductible Employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

The Accrued Benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of §411(b)(1)(C) of the Code.

(l) **"Top-Heavy Valuation Date"** shall mean the date as of which the Present Value of accrued benefits under a defined benefit plan or account balances under a defined contribution plan, which is part of a Permissive Aggregation Group or Required Aggregation Group, is determined for calculating the Top-Heavy Ratio.

For a defined benefit plan, the date shall be the same as the actuarial valuation date used for computing plan costs under Code §412, regardless of whether an actuarial valuation is performed that year. For a defined contribution plan, the date shall be the last day of the plan year.

19.3 Top Heavy Status: This Plan is Top-Heavy if any of the following conditions apply:

(a) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

(b) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group of plans exceeds 60%.

(c) If this Plan is a part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

19.4 Top-Heavy Minimum Required Allocation: For any Plan Year in which the Plan is Top-Heavy:

(a) Except as otherwise provided below, the Employer contributions and forfeitures allocated on behalf of any Participant who is a Non-Key Employee shall not be less than the lesser of:

(1) three percent (3%) of the Participant's Top-Heavy Compensation; or

(2) In the case where the Employer has no defined benefit plan which designates this Plan to satisfy Code §§401 and 416(c), the largest percentage of Employer contributions and forfeitures, as a percentage of the first $200,000 (or such larger amount as may be prescribed by the Secretary of the Treasury or his delegate), of the Key Employee's Top-Heavy Compensation, allocated on behalf of any Key Employee for that year. In calculating this percentage all amounts contributed by the Employer to the Key Employee's Elective Deferral or Roth Elective Deferral Accounts pursuant to a Salary Reduction Agreement shall be treated as Employer contributions. The $200,000 amount shall be adjusted each Plan Year as provided in Code §401(a)(17)(B). For any period during which the Plan Year is not or was not coincident with the calendar year, the dollar adjustment in the Annual Compensation limit for the Plan Year shall be based on the amount in effect as of January 1st for the Plan Year beginning within that calendar year.

(b) The minimum allocation shall be determined without regard to any Social Security contribution by the Employer. This minimum allocation shall be made

even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the Plan Year because of:

(1) The Participant's failure to complete 1,000 Hours of Service (or any equivalent provided in the Plan);

(2) The Participant's failure to make mandatory employee contributions to the Plan;

(3) Compensation less than a stated amount;

(4) The Employer having no Net Profits; or

(5) In the case of a plan qualified under Code §401(k), the Participant's failure to make elective contributions to such plan.

If a Participant is required to receive a minimum allocation under this Section and the amount exceeds the amount that the Participant would receive under other Plan provisions, the Employer shall make an additional contribution for that Participant. The additional contribution shall be allocated to the Employer Contribution Account of the Participant in the same manner as regular Employer contributions, pursuant to Article VII.

(c) The provisions in Subsections (a) and (b) above shall not apply to any Participant who was not employed by the Employer on the last day of the Plan Year.

(d) The provisions in subsections (a) and (b) above shall not apply to a Participant if the Participant is covered under a defined contribution plan designated by the Employer to provide the Top-Heavy minimum benefits, and the Participant receives an allocation of Employer contributions and forfeitures under that plan during the subject Plan Year which is at least as great as the amount otherwise required under (a) and (b) above. If the amount of Employer contributions and forfeitures allocated to a Participant under that plan during the subject Plan Year is less than the amount required under (a) and (b) above, the amount otherwise required under (a) and (b) above shall be reduced by the amount so allocated under that plan.

(e) Elective Deferrals and Roth Elective Deferrals shall not be taken into account in determining under this Section the amount of Employer contributions to be allocated to a Participant who is a Non-Key Employee.

19.5 Non-forfeitability of Minimum Top Heavy Allocation: The minimum allocation of Employer contributions or forfeitures required under Section 19.4 (to the extent required to be non-

forfeitable under Code §416(b)) shall not be forfeited in the case of a suspension of benefits under Code §411(a)(3)(B) or a withdrawal of mandatory employee contributions under Code §411(a)(3)(D).

19.6 Minimum Vesting Provision: For any Plan Year in which this Plan is Top-Heavy, the following vesting schedule shall automatically apply to each Participant in the Plan, unless under Section 11.1 the Participant would be entitled to a larger vested benefit, in which case the benefit as provided in Section 11.1 shall apply to the Participant:

Years of Vesting Service	Vesting Percentage
Fewer than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

This vesting schedule applies to all accrued benefits within the meaning of Code §411(a)(7), except those attributable to employee contributions, including benefits accrued before the effective date of Code §416 and benefits accrued before the Plan became Top-Heavy. No reduction in vested percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. Any change in the Plan's vesting schedule due to a change in Top-Heavy status shall be subject to the provision of Section 11.10. However, this Section does not apply to the Accrued Benefit of any Employee who does not have an Hour of Service after the Plan has initially become Top Heavy; such Employee's Vested Interest attributable to Employer contributions and forfeitures shall be determined without regard to this Section.

ARTICLE XX
PROVISIONS AFFECTING BENEFITS

20.1 Availability of Loans: The provisions of Sections 20.1 through 20.8 shall apply only if the Plan Sponsor determines by resolution of its Board of Directors to enable these provisions and permit loans by the Plan to Participants. Upon acceptance of an application by a Participant who is an active Employee, the Plan Administrator shall direct the Trustee to make a loan to the Participant from his Plan Accounts (including any Rollover Accounts), subject to the provisions of this Article. In considering a Participant's application for a loan, the Plan Administrator shall base its decision whether to grant a loan on a uniform and non-discriminatory policy, without regard to the race, color, religion, sex, age or national origin of the applicant.

20.2 Loan Administration: The Employer shall prepare and adopt a written Participant Loan Administration Policy Statement, whose provisions shall be made part of this Plan. The Policy Statement shall set forth:

(a) the identity of the person or persons authorized to administer the loan program;

(b) the procedure for applying for a loan;

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

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

(e) the procedure for determining a reasonable rate of interest;

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

(g) the events constituting default and the steps to be taken to preserve plan assets in the event of a default.

20.3 Amount of Loan: The amount of any loan to a Participant when added to the outstanding balance of any previous loans made to him pursuant to this Article or under any other qualified plan maintained by the Employer, shall not exceed the lesser of:

(a) 50% of the Vested Interest in his Plan Accounts (including any Rollover Accounts); or

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

(1) the highest outstanding balance of loans from the plan during the 1-year period ending on the day before the date on which such loan was made, over

(2) the outstanding balance of loans from the plan on the date on which such loan was made.

20.4 Collateral and Consent Requirements: Any loan to a Participant shall be secured solely by the balance in his Plan Account (including any Rollover Account). In the event of default on the loan, however, foreclosure and attachment of such security shall not occur until a distributable event occurs under the Plan.

20.5 Loan Terms: Any loan made to a Participant by the Trustee shall be evidenced by a promissory note of the Participant drawn in favor of the Trust. Such note shall bear a reasonable rate of interest and shall be amortized in level installments payable at least quarterly within a specified period of time not to exceed five years, unless such loan is used to acquire a dwelling unit which, within a reasonable period of time (determined at the time the loan is made), will be used as the principal residence of the Participant or Beneficiary, in which case the specified period of time shall not exceed ten years. Effective January 1, 2002, repayment of a loan to a Participant who is on a leave of absence may be suspended for the shorter of (i) one year or (ii) the term of the leave of absence, provided that upon commencement of repayments, the loan shall continue to satisfy all requirements of the Plan and all applicable laws and regulations.

20.6 Accounting for Loans: Any loan to a Participant pursuant to this Article shall be treated as a directed investment of his Participant Accounts (excluding his Rollover Account). For purposes of allocating the general investment income of the Trust Fund pursuant to Section 6.3, the balance in his Accounts shall be treated as equal to the actual balance in the Accounts minus the outstanding balance of any loans. Furthermore, for purposes of Section 6.3, repayments of principal and interest on such loan shall be treated as deposits to the adjusted balance (determined pursuant to the preceding sentence) of his Participant Accounts.

20.7 Effect of Termination of Employment or Plan: If a Participant terminates employment with the Employer for any reason, the outstanding balance of any loans made to him shall become fully payable no later than the last day of the calendar quarter following the calendar quarter in which his Termination of Employment occurs, or, if earlier, on his Distribution Date. In the event of a termination of the Plan, any outstanding loans shall be due and fully payable within 90 days of the effective date of such termination, or the date the Participant or Beneficiary is notified of such termination. If the Participant or Beneficiary has not fully repaid any loan as of the date full payment is due, any unpaid balance shall be deducted from his Vested Accrued Benefit prior to determining the amount of any immediate or deferred benefit payable to the Participant or Beneficiary, his spouse or his Beneficiary and applied toward repayment of the loan.

20.8 Spousal Consent: No loan shall be made to a Participant unless the Participant consents to the loan and acknowledges the possible reduction in Plan benefits which would occur in the event of default on the loan. No spousal consent shall be required for any loan as long as no portion of the Participant's Accrued Benefit may be distributed from the Plan in the form of an annuity. If any portion of the Participant's Accrued Benefit may be distributed in the form of an annuity, then no loan shall be made to that Participant unless the Participant and his spouse (if any) consent to such loan and acknowledge the possible reduction in Plan benefits which would occur in the event of default on the

loan. Such consent and acknowledgment shall be provided in writing no earlier than 90 days prior to the making of the loan and witnessed by the Plan Administrator (or representative thereof) or a Notary Public. In the event of the renegotiation, extension, renewal or other revision of the loan, a new spousal consent shall be required.

20.9 Anti-Alienation: Except as specifically provided in Sections 20.4 and 20.10, no benefit which shall be payable out of the Trust Fund to any person (including a Participant, Former Participant or 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. No benefit shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person, nor shall it be subject to attachment or legal process for or against person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

20.10 Qualified Domestic Relations Orders: Section 20.9 shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant, Former Participant or Beneficiary pursuant to a Domestic Relations Order, unless such Domestic Relations Order is determined to be a Qualified Domestic Relations Order ("QDRO"). In the event the Plan, the Trustee, or the Plan Administrator receives a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant, Former Participant or Beneficiary whose benefit is the subject of such order and provide him with a copy of the Plan's written procedures for administering QDROs. Effective as of January 1, 2003, administration expenses incurred by the Plan with respect to the QDRO (including costs associated with review and determination of the order as a valid QDRO) may be chargeable to the individual Participant's Account subject to the written policy adopted by the Plan Administrator. Unless and until the order is set aside, the following provisions shall apply:

(a) The Plan Administrator shall establish reasonable procedures to determine whether an order received by it or the Trustee is a QDRO and to administer distributions pursuant to said order. The procedures shall set forth all rules to be applied by the Plan for notice to affected parties, suspension of Account activity, including distributions, investment direction and participant loans, and payment of benefits based upon the QDRO or the failure of the Domestic Relations Order to be a QDRO.

(b) The Plan Administrator shall within a reasonable time determine whether the order is a QDRO and shall notify the Participant, Former Participant or Beneficiary whose benefit is the subject of the order, of its determination. The Plan Administrator may designate a representative to carry out its duties under this Section 20.10.

(c) Nothing in this Section 20.10 shall be deemed to allow payment under a QDRO to an Alternate Payee of any benefit prior to the first day of the month following the date the Participant or Former Participant whose benefits are subject to the QDRO terminates employment or attains age 50, unless (i) earlier distribution is specifically provided under the terms of the QDRO and (ii) if the value of the

Alternate Payee's benefit exceeds $5,000, the Alternate Payee consents to any distribution occurring prior to the Participant's attainment of earliest retirement age.

20.11 QDRO Definitions: For purposes of Section 20.10 the following definitions and rules shall apply:

(a) **"Alternate Payee"** shall mean any spouse, former spouse, child or other dependent of a Participant or Former Participant who is recognized by a QDRO as having a right to receive all, or a portion of, the benefits payable under this Plan with respect to the Participant or Former Participant.

(b) **"Domestic Relations Order"** shall mean any judgment, decree, or order (including approval of a property settlement agreement) which:

(1) relates to the provision of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a Participant or Former Participant and

(2) is made pursuant to a state domestic relations law (including a community property law).

(c) **"Qualified Domestic Relations Order"** shall mean any Domestic Relations Order which satisfies the criteria set forth in the QDRO procedures established by the Plan Administrator.

ARTICLE XXI
MULTIPLE EMPLOYER PROVISIONS

21.1 Adoption by Other SNF Employers: With the consent of the Plan Sponsor and by a properly executed document evidencing the intent and will of the adopting SNF Employer, any other SNF Employer may adopt this Plan and all of the provisions hereof and participate herein and be known as a Participating Employer.

21.2 Requirements of Participating SNF Employers:

(a) Each Participating SNF Employer shall be required to use the Trustee determined by the Plan Sponsor or Plan Administrator.

(b) The Trustee may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating SNF Employers, as well as all increments thereof. The assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Participating SNF Employer who contributed such assets.

(c) The transfer of any Participant from or to an SNF Employer participating in this Plan, whether he is an Employee of the Sponsoring Employer or a Participating SNF Employer, shall not affect the Participant's rights under the Plan, and the Participant's Accounts, as well as all accumulated service with the transferor or predecessor, shall continue to his credit.

(d) Any expenses of the Trust and Plan which are to be paid by the Employer or borne by the Trust Fund, including funding of benefits, shall be paid by each Participating SNF Employer in the same proportion that the total amount of the Accounts standing to the credit of all Participants employed by such SNF Employer bears to the total of the Accounts standing to the credit of all Participants.

21.3 Designation of Agent: Each Participating SNF Employer shall be deemed to be a part of this Plan. With respect to all of its relations with the Trustee and Plan Administrator for the purpose of this Plan, each Participating SNF Employer shall be deemed to have designated irrevocably the Sponsoring Employer as its agent. Unless the context of the Plan clearly indicates the contrary, the word "Employer" shall be deemed to include each Participating SNF Employer as related to its adoption of the Plan.

21.4 Employee Transfers: It is anticipated that an Employee may be transferred between Participating SNF Employers, and in the event of any transfer, the Employee involved shall carry with him all of his accumulated service and eligibility. No transfer shall effect a Termination of Employment hereunder, and the Participating SNF 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 SNF Employer from whom the Employee was transferred.

21.5 Amendment: The Plan Sponsor may amend this Plan at any time without regard to whether there are Participating SNF Employers hereunder. No written action of a Participating SNF Employer shall be required to validate an amendment.

21.6 Discontinuance of Participation: A Participating SNF Employer shall be permitted to discontinue or revoke its participation in the Plan. At the time of any discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee. If so directed by the Plan Administrator, the Trustee shall transfer, deliver and assign Contracts and other Fund assets allocable to the Participants of such Participating SNF Employer to the new Trustee as shall have been designated by the Participating SNF Employer, in the event that it has established a separate pension plan for its Employees. No such transfer shall be made if the result is the elimination or reduction of any Code §411(d)(6) protected benefits. If no successor is designated, the Trustee shall retain the assets for the Employees of the Participating SNF Employer pursuant to the provisions of the Plan. In no event shall any part of the corpus or income of the Trust as it relates to the Participating SNF Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of the Participating SNF Employer.

21.7 Administrator's Authority: The Plan Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating SNF Employers and all Participants, to effectuate the purposes of this Article.

21.8 Participating Employer Contributions: Each participating SNF Employer shall contribute to the Plan that Employer's share of Elective Deferral, Roth Elective Deferral and Employer Matching Contributions according to the elections of the Participants employed by that Employer, as well as that Employer's share of Employer Profit Sharing Contributions, if any, as determined by the Plan Administrator. All contributions made by a Participating SNF Employer, as provided for in this Plan, shall be determined separately for each Participating SNF Employer, and shall be allocated only among Participants eligible to share who are Employees of the Participating SNF Employer making the contribution. The Administrator shall keep separate books and records concerning the affairs of each Participating SNF Employer hereunder and as to the accounts and credits of the Employees of each Participating SNF Employer. The Trustee may, but need not, register contracts so as to evidence that a particular Participating SNF Employer is the interested Employer hereunder. In the event of an Employee transfer from one Participating SNF Employer to another, the employing Employer shall immediately notify the Administrator.

21.9 Controlled Groups:

(a) For purposes of crediting Hours of Service, all employees of all members of a Controlled Group of which an SNF Employer is also a member and all employees of any other entity required to be aggregated with the SNF Employer pursuant to regulations under Code §414(o) shall be treated as employed by a single

Employer for purposes of Article III (Service), Article IV (Eligibility), Article V (Contributions) and Article XI, (Vesting). Except as provided in Section 7.1, all employees of all members of a Controlled Group and all employees of any other entity required to be aggregated with the Employer pursuant to regulations under Code §414(o) shall be treated as employed by a single Employer.

(b) If the Employer is a member of a Controlled Group and if the Controlled Group maintains more than one qualified retirement plan that is integrated with Social Security, only a single integration level shall be applicable to each Participant who is a Participant in one or more integrated plans. The integration level for each Participant shall be prorated in each integrated plan in the ratio that the Annual Compensation received by the Participant from the member of the Controlled Group maintaining the integrated plan bears to the Annual Compensation received by the Participant from all members of the Controlled Group maintaining all such integrated plans.

(c) If more than one Employer has adopted this Plan and if all such Employers are members of the same Controlled Group the "effective date" for any adopting Employer who adopts this Plan on other than the Effective Date shall be the date indicated in the adoption agreement by which the adopting Employer shall first elect to be covered by this Plan.

ARTICLE XXII
SPECIAL RULES FOR EMPLOYER SECURITIES ACCOUNTS

22.1 Employer Securities Account: With respect to the Participants whose Account includes an Employer Securities Account (as defined herein), this Article shall take precedence over all other Plan provisions to the extent necessary to conform to the requirements set forth in this Article. A Participant's Account shall include an Employer Securities Account if the Participant has been credited with Employer Securities upon the transfer or merger of a Prior Employer Plan with this Plan. For purposes of this Article, "Employer Securities" shall have the meaning set forth in Section 2.20.

22.2 Distributions of Employer Securities: In the event of any distribution under the terms of the Plan to a Participant who has an Employer Securities Account which distribution would affect the Employer Securities Account, then to that extent the distribution shall include Employer Securities from the Employer Securities Account. Any fractional share shall be paid in cash. The Participant may elect to take cash from the Plan in lieu of Employer Securities, in which event the Plan Administrator shall cause the Trustee to liquidate the designated portion of the Employer Securities Account prior to distribution.

22.3 Income Allocations: The Employer Securities Account of each Participant shall be credited as of each Valuation Date with earnings (or debited with losses) as provided herein. Stock dividends shall be credited to the Participant's Employer Securities Account when paid. Cash dividends on Employer Securities shall be credited to the Participant's Plan Account when paid and shall be available for investment pursuant to the Participant's direction. The Employer Securities allocated to the Participant's Employer Securities Account shall have a fair market value determined as of any Valuation Date by the market price of the Employer Securities as of the immediately preceding day on which a current price for the Employer Securities is reported publicly. Each Participant's Employer Securities Account shall be credited (charged) with its proportionate share of investment earnings (losses) and appreciation (depreciation) on the total amount of Employer Securities held by the Trust Fund, and charged with any specific or proportionate share of expenses incurred by the Trustee in administering that portion of the Employer Securities Account as provided in Section 6.3. The Employer Securities Account shall also be charged with any withdrawals therefrom. For purposes of Section 6.3 any transfers from the Employer Securities Account to another Account of the Participant (to the extent permitted) shall be treated as a withdrawal from the Employer Securities Account.

ARTICLE XXIII
MISCELLANEOUS

23.1 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 him as a Participant of this Plan.

23.2 Actions Consistent with Terms of Plan: All actions taken by the Employer, Plan Administrator or Trustee with respect to Trust assets shall be in accordance with the terms of the Plan and Trust.

23.3 Performance of Duties: All parties to this Plan and Trust, or those claiming any interest hereunder, agree to perform any and all acts and execute any and all documents and papers which are necessary or desirable for carrying out this Plan and Trust or any of its provisions.

23.4 Validity of Plan: This Plan shall be construed in a way that is consistent with ERISA and regulations thereunder, the Internal Revenue Code and regulations thereunder, and, to the extent state law has not been preempted by federal law, the laws of the State in which the Plan Sponsor has its principal office. In case any provision of this Plan shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Plan; but the Plan shall be construed and enforced as if such provision had never been included therein.

23.5 Legal Action: In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee or the Plan Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee or Plan 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.

23.6 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.

23.7 Uniformity: All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

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

23.9 Receipt and Release for Payments: Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee 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 Trustee or Employer.

23.10 Payments to Minors, Incompetents: Effective for Plan Years commencing on or after January 1, 1995, in the event the Plan Administrator must direct a payment from the Plan to or for the benefit of any minor or incompetent Participant or Beneficiary, the Plan Administrator, in its sole and absolute discretion may, but need not, order the Trustee to make distribution to any of the following: a legal or natural guardian of the minor or other relative or adult with whom the minor temporarily or permanently resides, a court-appointed conservator of any incompetent, a relative or adult with whom the incompetent temporarily or permanently resides, a residential care facility, rest home, sanitarium or similar entity with which the incompetent temporarily or permanently resides, a person or entity which has applied for and been designated by the United States Government as the recipient or custodian for Social Security benefits for the minor or incompetent. The Plan Administrator may also make payment as directed by the attorney-in-fact of an incompetent Participant when such direction is pursuant to an unrevoked and valid durable power of attorney. Any guardian, conservator, relative, attorney-in-fact, other person or entity shall have full authority and discretion to expend the distribution for the use and benefit of the minor or incompetent. The receipt of the distribution by the guardian, conservator, relative, attorney-in-fact, other person or entity shall be a complete discharge to the Plan, Plan Administrator and Trustee, without any responsibility on the part of the Trustee or the Plan Administrator to see to the application thereof. A Participant shall be deemed incompetent if he or she is incapable of properly using, expending, investing, or otherwise disposing of the distribution, and a court order or the written opinion of a qualified physician, psychiatrist or psychologist setting forth facts consistent with the standards outlined in this Section is presented to the Plan Administrator.

23.11 Missing Persons: Notwithstanding any provision in this Plan and Trust to the contrary, if the Plan Administrator is unable to locate any Former Participant who is entitled to benefits under this Plan within three years of the date he becomes entitled to a distribution from the Trust Fund, any amounts being held for his behalf shall be forfeited as of the last day of the Plan Year which contains the third anniversary of the date of his distribution entitlement. The forfeited amounts shall be applied as provided in Section 11.6(c). The Plan Administrator shall proceed with due diligence in attempting to locate any Inactive Participant. In the Plan Administrator's sole discretion, due diligence may include any or all of the following actions:

(a) inquiry of any Beneficiary or Alternate Payee of the Inactive Participant whose names and addresses are known to the Plan Administrator;

(b) request information from the Employer or administrators of other Employer benefit plans;

(c) use of a commercial locator service; or

(d) use of free electronic search tools.

In no event shall a forfeiture occur until the Plan Administrator has mailed the Inactive Participant a notice of the benefits and the provisions of this Section to his last known address, via U.S. Mail postage prepaid, return receipt requested.

If the Inactive Participant is located subsequent to such forfeiture, the forfeited amount shall be reinstated and the Inactive Participant shall receive a distribution of his Vested Interest in accordance with the provisions of the Plan.

23.12 Prohibition Against Diversion of Funds: 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, except as provided in Sections 17.4 and 21.19.

23.13 Applicability of Plan: The provisions of this Plan shall apply only to persons who are or who become Participants in this Plan on or after the Effective Date or, with respect to Plan provisions with alternate effective dates, such alternate dates. Except as provided in this Plan, the provisions of the Prior Plan will continue to apply to persons who are Former Participants or who are not employed by an SNF Employer on the Effective Date or as applicable, alternate effective dates, unless and until such time as such persons may again become Participants in this Plan.

23.14 Misstatement of Age: If a Participant or Beneficiary misstates or misrepresents his age, date of birth or any other material information to the Employer, Plan Administrator or Trustee, the amount, terms and conditions of any benefits payable from the Plan which are attributable to periods prior to the discovery of such misstatement or misrepresentation shall be limited to the lesser (or more restrictive) of: the amount, terms and conditions determined based on the misstated information; or the amount, terms and conditions determined based on the correct information. The Plan Administrator shall have sole and absolute authority for applying the preceding sentence.

23.15 Return of Contributions to the Employer: Notwithstanding any provision of this Plan to the contrary, if any contribution (or portion thereof) by the Employer to the Trust is made as a result of a mistake of fact, or if any contribution (or part thereof) by the Employer to the Trust Fund that is conditioned upon the deductibility of the contribution by the Employer under the Code is disallowed, whether by agreement within the Internal Revenue Service or by final decision of a court of competent jurisdiction, the Employer may demand repayment of the mistaken or disallowed amount. The Trustee shall return the mistaken or disallowed contribution within one year following the time the mistaken contribution was made or the disallowed contribution was disallowed. Investment earnings attributable to the mistaken or disallowed amount shall not be returned, but any investment losses attributable thereto shall reduce the amount so returned.

23.16 Correction of Incorrect Benefit Payments: In the event of a misstatement, computational error or other error in Plan records or administration, including a failure by the Plan to value correctly a

Participant's Account or any assets therein (including any Employer Securities) or to calculate or determine correctly costs or expenses attributable to a Participant's Account, or in the event costs or expenses attributable to a Participant's Account or assets therein are not incurred by the Plan prior to the date distribution of the Participant's Account occurs, and as a result a Participant or Beneficiary is underpaid or overpaid, the Plan shall not be liable to the Participant or Beneficiary for any more than the correct benefit amount under the Plan.

Underpayment amounts may be corrected by the Plan by adding to future payments or by making a single one-time lump sum payment. Overpayment amounts may be deducted by the Plan from any future payments due from the Plan to the Participant or Beneficiary. In lieu of receiving reduced future payments a Participant or Beneficiary may make a lump sum payment to the Plan of any overpayment. In the event no future payments are owing or will be made, the Plan may require a lump sum repayment from the Participant or Beneficiary of the overpayment amount. Each Participant and Beneficiary in the Plan shall receive any distribution from the Plan, regardless of when paid, subject to the right of the Plan to obtain recovery of overpaid amounts as provided herein. The right of the Plan to establish the propriety of distributions from the Plan and/or obtain recovery shall be an equitable remedy and shall extend to all amounts distributed from the Plan, without regard to when the distribution occurs or may have previously occurred.

23.17 Counterparts: This Plan and Trust may be executed in any number of counterparts, each of which shall be deemed to be an original, and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan to be executed by its duly authorized representative and the Plan Administrator has accepted the Plan this 16 day of March, 2018.

SECURITY NATIONAL FINANCIAL CORPORATION, Plan Sponsor

By: _____
Its: CEO and President,
Scott M. Quist

SECURITY NATIONAL FINANCIAL CORPORATION, Plan Administrator

By: _____
Its: CEO and President
Scott M. Quist

ADDENDUM

PARTICIPATING SNF EMPLOYERS
EFFECTIVE AS OF JANUARY 1, 2012
(Section 2.19 and Article XXI)

Security National Financial Corporation
Security National Life Insurance Company
C & J Financial - Alabama
Security Life Insurance Company of Louisiana

SECURITY NATIONAL FINANCIAL CORPORATION
2022 EQUITY INCENTIVE PLAN

Security National Financial Corporation (the "Company"), a Utah corporation, hereby establishes and adopts the Security National Financial Corporation 2022 Equity Incentive Plan (the "Plan") effective as of the date specified in Section 13.13 below.

1. PURPOSE OF THE PLAN

The purpose of the Plan is to assist the Company and its Subsidiaries in attracting and retaining selected individuals to serve as directors, employees, consultants and/or advisors of the Company who are expected to contribute to the Company's success and to achieve long-term objectives which will inure to the benefit of all shareholders of the Company through the additional incentives inherent in the Awards hereunder.

2. DEFINITIONS

"*Administrator*" shall mean (i) the Board; or (ii) to the extent (A) the Board has delegated such power and authority to the Committee (which delegation may be revoked by the Board at any time), or (B) otherwise required pursuant to Section 4 of the Plan, the Committee.

"*Award*" shall mean any Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Other Share-Based Award or any other right, interest or option relating to Shares or other property (including cash) granted pursuant to the provisions of the Plan.

"*Award Agreement*" shall mean any written agreement, contract or other instrument or document evidencing any Award granted by the Administrator hereunder, including through an electronic medium.

"*Base Amount*" has the meaning set forth in Section 6.2(b).

"*Board*" shall mean the board of directors of the Company.

"*Cause*" shall mean with respect to any Employee or Consultant (unless the applicable Award Agreement states otherwise), any such Employee's or Consultant's: (i) commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or a Subsidiary; (ii) conduct that results in or is reasonably likely to result in material harm to the reputation or business of the Company or any Subsidiary; (iii) gross negligence or willful misconduct with respect to the Company or a Subsidiary; (iv) material violation of state or federal securities laws or any applicable written employment-related policy of the Company or Subsidiary; or (v) conduct, violation or other action that would be considered Cause pursuant to a definition of Cause in any employment or service agreement, if any, between any such Employee or Consultant and the Company or any of its Subsidiaries. With respect to any Director, unless the applicable Award Agreement states otherwise, "Cause" means the commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude, malfeasance in office, gross misconduct or neglect of duties as a Director, false or fraudulent misrepresentation inducing the Director's appointment, or repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause.

"*Change in Control*" shall have the meaning set forth in Section 11.4.

"*Class A Shares*" shall mean Class A Common Stock, par value $2.00 per share, of the Company

"*Class C Shares*" shall mean Class C Common Stock, par value $2.00 per share, of the Company.

"*Clawback Policy*" shall have the meaning set forth in Section 13.5(b).

"*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder.

"*Committee*" shall mean the Compensation Committee of the Board consisting of no fewer than two Directors, each of whom is: (i) a "Non-Employee Director" within the meaning of Rule 16b-3 of the Exchange Act; and (ii) an "independent director" for purpose of the rules and regulations of the NASDAQ Global Market (or such other principal securities market on which the Class A Shares are traded).

"*Company*" shall mean Security National Financial Corporation, a Utah corporation.

"*Company Voting Securities*" shall have the meaning set forth in Section 11.4(b).

"*Consultant*" shall mean any individual or entity which performs bona fide services to the Company or a Subsidiary, other than as an Employee or Director, and who may be offered Shares under the Plan registerable pursuant to a registration statement on Form S-8 under the Securities Act; provided such services are not in connection with the offer or sale of securities in a capital-raising transaction.

"*Continuous Service*" shall mean that the Participant's service with the Company or a Subsidiary, whether as an Employee, Consultant or Director, is not terminated. The Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or a Subsidiary as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service; provided that (i) there is no interruption or termination of the Participant's Continuous Service; and (ii) that if any Award is subject to Section 409A of the Code, this sentence shall only be given effect to the extent consistent with Section 409A of the Code. For example, a change in status from an Employee of the Company to a Director of a Subsidiary will not constitute an interruption of Continuous Service. The Administrator or its delegate, in its sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal or family leave of absence. The Administrator or its delegate, in its sole discretion, may also determine whether a Company transaction, such as a sale or spin-off of a division or Subsidiary that employs a Participant, shall be deemed to result in a termination of Continuous Service for purposes of affected Awards, and such decision shall be final, conclusive and binding.

"*Deferred Stock Unit*" shall have the meaning set forth in Section 8.2.

"*Director*" shall mean a non-employee member of the Board.

"*Disability*" shall mean, unless the applicable Award Agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; provided, that for purposes of determining the term of an Incentive Stock Option, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined under procedures established by the Administrator. Except in situations where the Administrator is determining Disability for purposes of the term of an Incentive Stock Option, the Administrator may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan maintained by the Company or any Subsidiary in which the Participant participates.

"*Dividend Equivalents*" shall have the meaning set forth in Section 8.3(b).

"*Employee*" shall mean any employee of the Company or any Subsidiary and any prospective employee conditioned upon, and effective not earlier than, such person's becoming an employee of the Company or any Subsidiary.

"*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended.

"*Fair Market Value*" shall mean, with respect to any property other than Shares, the market value of such property determined by such methods or procedures as shall be established from time to time by the Administrator. The Fair Market Value of Shares as of any date shall be the closing trading price of the Shares as reported on the NASDAQ Global Market on that date (or if there were no reported closing prices on such date, on the last preceding date as of which the closing price per Share was reported) or, if the Company is not then listed on the NASDAQ Global Market, on such other principal securities exchange on which the Shares are traded. If the Company is not listed on the NASDAQ Global Market or any other securities exchange, the Fair Market Value of Shares shall be determined by the Administrator in good faith using such criteria as it determines in its discretion, and such determination shall be conclusive and binding on all persons.

"*Freestanding Stock Appreciation Right*" shall have the meaning set forth in Section 6.1.

"*Grant Date*" shall mean the date on which the Administrator adopts a resolution, or takes other appropriate action, expressly granting an Award to a Participant that specifies the material terms and conditions of the Award or, if a later date is set forth in such resolution, then such later date as is set forth in such resolution.

"*Incentive Stock Option*" shall mean an Option that is designated by the Administrator as an incentive stock option within the meaning of Section 422 of the Code and that meets the requirements set out in the Plan.

"*Incumbent Directors*" shall have the meaning set forth in Section 11.4(a).

"*Non-qualified Stock Option*" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

"*Non-qualifying Transaction*" shall have the meaning set forth in Section 11.4(c).

"*Option*" shall mean any right granted to a Participant under the Plan allowing such Participant to purchase Shares at such price or prices and during such period or periods as the Administrator shall determine.

"*Option Exercise Price*" shall mean the price at which a Share may be purchased upon the exercise of an Option.

"*Other Plan*" shall mean the Security National Financial Corporation Amended and Restated 2014 Director Stock Option Plan.

"*Other Share-Based Award*" shall mean an Award that (i) is not an Option, Stock Appreciation Right, Restricted Stock or Restricted Stock Unit, (ii) is granted under Section 9; and (iii) is payable by delivery of Shares and/or which is measured by reference to the value of Shares.

"*Participant*" shall mean an Employee, Consultant or Director who is selected by the Administrator to receive an Award under the Plan.

"*Payee*" shall have the meaning set forth in Section 13.1.

"*Performance Award*" shall mean any Award the exercisability, vesting, payment or settlement of which is subject to or conditioned upon satisfaction in whole or in part of specific Performance Goals established by the Administrator and set forth in the applicable Award Agreement. For clarity, Options and other Awards that become exercisable, vest, or otherwise are earned and become payable based solely on conditions relating to Continuous Service are not Performance Awards.

"*Performance Goals*" shall mean, as to a Performance Award, the specified levels of attainment of designated Performance Measures established by the Administrator and set forth in the applicable Award Agreement at which the Performance Award will vest, become exercisable, or otherwise become payable or earned.

"*Performance Measures*" shall mean the measures or criteria that the Administrator shall select for purposes of establishing the performance-based conditions for a Performance Award. The Performance Measures may be based on the attainment of specific levels of performance of the Company (or any Subsidiary, division, business unit or operational unit of the Company) and may include the following: (i) net earnings or net income (before or after taxes); (ii) basic or diluted earnings per share (before or after taxes); (iii) net revenue or net revenue growth; (iv) gross revenue, gross profit or gross profit growth; (v) net operating profit (before or after taxes); (vi) return on assets, capital, invested capital, equity, or sales; (vii) cash flow (including, but not limited to, operating cash flow, free cash flow, and cash flow return on capital); (viii) earnings before or after taxes, interest, depreciation and/or amortization; (ix) gross or operating margins; (x) improvements in capital structure; (xi) budget and expense management; (xii) productivity ratios; (xiii) economic value added or other value added measurements; (xiv) Share price (including, but not limited to, growth measures and total shareholder return); (xv) expense targets; (xvi) margins; (xvii) operating efficiency; (xix) working capital targets; (xx) enterprise value; and (xxi) completion of acquisitions or business expansions.

"*Performance Stock Unit*" shall have the meaning set forth in Section 8.1.

"*Permitted Assignee*" shall have the meaning set forth in Section 12.3.

"*Plan*" shall mean the Security National Financial Corporation 2022 Equity Incentive Plan, as amended from time to time.

"*Prior Plan*" shall mean the Security National Financial Corporation Amended and Restated 2013 Stock Option and Other Equity Incentive Awards Plan.

"*Related Right*" shall have the meaning set forth in Section 6.1.

"*Restricted Stock*" shall mean any Share issued with the restriction that the holder may not sell, transfer, pledge or assign such Share and with such other restrictions as the Administrator, in its sole discretion, may impose (including any restriction on the right to vote such Share and the right to receive any dividends), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, or upon the attainment of such specified Performance Goals as the Administrator may deem appropriate.

"*Restricted Stock Award*" shall have the meaning set forth in Section 7.1.

"*Restricted Stock Unit*" shall mean an Award of a contractual right to a future payment that is valued by reference to a Share, which value may be paid to the Participant in Shares or cash as determined by the Administrator in its sole discretion upon the satisfaction of such vesting restrictions as the Administrator may establish, which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Administrator may deem appropriate.

"*Restricted Stock Unit Award*" shall have the meaning set forth in Section 8.1.

"*Shares*" shall mean Class A Shares and Class C Shares.

"*Stock Appreciation Right*" shall mean the right granted to a Participant pursuant to Section 6.

"*Subcommittee*" shall mean a subcommittee of the Committee designated by the Committee under Section 4.2(c) of the Plan.

"*Subsidiary*" shall mean any (i) corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the Award, each of the corporations other than the last corporation in the unbroken chain owns stock possessing more than 50% of the total combined voting power of all classes of stock in one of the other corporations in the chain; and (ii) any other entity in which the Company has a greater than 50% direct or indirect voting and economic equity interest.

"*Substitute Awards*" shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

"*Ten Percent Shareholder*" means a person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any of its Subsidiaries.

"*Vesting Period*" shall have the meaning set forth in Section 7.1 in the case of Restricted Stock or Section 8.1 in the case of Restricted Stock Units, as applicable.

"*Vested Unit*" shall have the meaning set forth in Section 8.5.

3. SHARES SUBJECT TO THE PLAN

3.1 *Number of Shares*.

(a) Subject to adjustment as provided in Section 12.2, a total of one million (1,000,000) Shares shall be authorized for grant and issuance under the Plan. Any Shares that are subject to Awards of Options or Stock Appreciation Rights shall be counted against this limit as one (1) Share for every one (1) Share granted. Any Shares that are subject to Awards other than Options or Stock Appreciation Rights shall be counted against this limit as two (2) Shares for every one (1) Share granted.

(b) If any Shares subject to an Award under this Plan are forfeited or any Options awarded under this Plan expire unexercised, the Shares underlying such Award shall, to the extent of such forfeiture or expiration, again be available for Awards under the Plan, subject to Section 3.1(d) below. For clarity, the following Shares shall not be added to the Shares authorized for grant under Section 3.1(a): (i) Shares tendered by the Participant or withheld by the Company in payment of the purchase price of an Option, (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award, (iii) Shares repurchased by the Company with Option proceeds, (iv) Shares subject to a Stock Appreciation Right that are not issued in connection with the settlement of the Stock Appreciation Right on exercise thereof; (v) Shares authorized for issuance or subject to awards under the Prior Plan, including Shares subject to awards under the Prior Plan which are forfeited or expire unexercised under the Prior Plan; and (vi) Shares authorized for issuance or subject to awards under the Other Plan, including Shares subject to awards under the Other Plan which are forfeited or expire unexercised under the Other Plan.

(c) Substitute Awards shall not reduce the Shares authorized for grant under the Plan or authorized for grant to a Participant in any calendar year.

(d) Any Shares that again become available for grant pursuant to this Section 3.1 shall be added back as one (1) Share if such Shares were subject to Options or Stock Appreciation Rights granted under the Plan, or as two (2) Shares if such Shares were subject to Awards other than Options or Stock Appreciation Rights granted under the Plan.

3.2. *Character of Shares*. Any Shares issued hereunder may consist, in whole or in part, of authorized and unissued Shares, treasury Shares or Shares purchased in the open market or otherwise. The Administrator shall determine in connection with each Award whether the underlying Shares are Class A Shares or Class C Shares.

4. ELIGIBILITY AND ADMINISTRATION

4.1. *Eligibility*. The persons eligible to receive Awards are the Employees, Consultants and Directors of the Company and its Subsidiaries.

4.2. *Administration*.

(a) The Plan shall be administered by the Administrator. To the extent required, necessary or desirable to satisfy applicable laws, including to satisfy the requirements for exemption under Rule 16b-3, the Administrator shall be the Committee. Subject to the foregoing and the other provisions of the Plan, (x) the Board may delegate authority to the Committee to make recommendations to the Board on any or all aspects of administering the Plan while the Board retains all of the authority of the Administrator, and (y) different Administrators (e.g., the Board and the Committee) may administer the Plan with respect to different groups of Participants. Subject to Section 4.2(c) below, the other provisions of the Plan and such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, the Administrator shall have full power and authority to: (i) select the Employees, Consultants and Directors to whom Awards may from time to time be granted hereunder; (ii) determine the type or types of Awards, not inconsistent with the provisions of the Plan, to be granted to each Participant hereunder; (iii) determine the number and class of Shares to be covered by each Award granted hereunder; (iv) determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Award granted hereunder, including conditions on exercisability and vesting; (v) determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other property and other amounts payable with respect to an Award made under the Plan shall be deferred either automatically or at the election of the Participant; (vii) determine whether, to what extent and under what circumstances any Award shall be canceled or suspended; (viii) interpret and administer the Plan and any instrument or agreement entered into under or in connection with the Plan, including any Award Agreement; (ix) correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent that the Administrator shall deem desirable to carry it into effect; (x) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan and authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan; (xi) determine whether any Award, other than an Option or Stock Appreciation Right, will have Dividend Equivalents; (xii) determine whether any Option is intended to be treated as an Incentive Stock Option or Non-qualified Stock Option; (xiii) accelerate, on a case-by-case basis, the exercisability or vesting of a Participant's Awards, in whole or in part, upon such Participant's death, Disability or other termination of Continuous Service occurring at least one year after the Grant Date of the Award; (xiv) extend, on a case-by-case basis, the period during which a Participant's Options can be exercised upon such Participant's death, Disability or other termination of Continuous Service; provided that the extension will not allow any Option to be exercised after the Option's original expiration date; (xv) make all determinations for purposes of the Plan with respect to the occurrence, time and basis of any termination of a Participant's Continuous Service; (xvi) determine the Performance Measures, performance periods and Performance Goals, if any, that apply to vesting, exercisability or settlement of a Performance Awards, the degree to which the applicable Performance Goals have been timely attained, and the portion of any Performance Award that has become vested, exercisable, earned or payable; (xvii) make decisions with respect to outstanding Awards that may become necessary upon a Change in Control or an event that triggers anti-dilution adjustments; and (xviii) exercise full discretion and make any other determinations and take any other action that the Administrator deems necessary or desirable for administration of the Plan.

(b) Decisions of the Administrator shall be final, conclusive and binding on all persons, including the Company, any Participant, and any Subsidiary. A Participant or other holder of an Award may contest a decision or action of the Administrator with respect to such person or Award only on the grounds that such decision is arbitrary and capricious or unlawful, and any review of such decision or action shall be limited to determining whether the Administrator's decision or action was arbitrary and capricious or unlawful.

(c) The Administrator, or the full Committee to the extent it has been delegated the authority by the Board or otherwise has the authority pursuant to the Plan, may also delegate to a Subcommittee the right to authorize the grant of Options to Employees who are not directors or officers of the Company and the authority to take action on behalf of the Committee pursuant to the Plan to cancel or suspend Awards to Employees who are not directors or officers of the Company. Additionally, to the extent not inconsistent with applicable law and the rules and regulations of any securities exchange on which the Company's Shares are traded, the Administrator may delegate in writing to the Company's Chief Executive Officer, so long as he is also a director of the Company, any of the authority of the Administrator under the Plan to grant Options to such Employees and on such Plan-compliant terms as are determined by the Chief Executive Officer, other than to Employees who are officers or other persons subject to Section 16(b) of the Exchange Act. Any such delegation of authority shall be revocable prospectively by the Administrator at any time and shall be subject to such limitations, including on the number of Options that can be granted in a specified period, and procedures as the Administrator may specify.

(d) Any action within the scope of its or his authority by a Subcommittee or the Chief Executive Officer under Section 4.2(c) shall be deemed for all purposes under the Plan to have been taken by the full Committee or Administrator and references in the Plan to the "Committee" or "Administrator" shall be deemed to include the Subcommittee or the Chief Executive Officer acting within the scope of its or his delegated authority under Section 4.2(c), as applicable, unless the context otherwise requires.

(e) The Administrator shall act pursuant to a vote of the majority of its members or, in the case of a Committee comprised of only two members, the unanimous consent of its members, whether present or not, or by the written consent of the majority of its members and minutes shall be kept of all of its meetings and copies thereof shall be provided to the Board. Subject to the limitations prescribed by the Plan and the Board, the Administrator may establish and follow such rules and regulations for the conduct of its business as it may determine to be advisable.

5. OPTIONS

5.1. *Grant of Options*. Options may be granted hereunder to Participants either alone or in addition to other Awards under the Plan. Any Option shall be subject to the terms and conditions of this Article 5 and to such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Administrator shall deem desirable.

5.2. *Award Agreements*. All Options granted pursuant to this Article 5 shall be evidenced by a written Award Agreement in such form and containing such terms and conditions as the Administrator shall determine which are not inconsistent with the provisions of the Plan. All Options shall be separately designated as Incentive Stock Options or as Non-qualified Stock Options at the time of grant in the Award Agreement. The terms of Options need not be the same with respect to each Participant. Granting an Option pursuant to the Plan shall impose no obligation on the recipient to exercise such Option. Any individual who is granted an Option pursuant to this Article may hold more than one Option granted pursuant to the Plan at the same time.

5.3. *Option Exercise Price*.

(a) The Option Exercise Price per Share purchasable under any Option shall not be less than 100% of the Fair Market Value of such Share on the Grant Date of such Option. Notwithstanding the foregoing, an Option may be granted with an Option Exercise Price lower than that set forth in the preceding sentence if such Option is a Substitute Award granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 409A of the Code, and Option Exercise Prices may be adjusted as provided in Section 12.2.

(b) Other than pursuant to Section 12.2, the Administrator shall not without the approval of the Company's shareholders: (a) lower the Option Exercise Price per Share of an Option after it is granted; (b) cancel an Option when the Option Exercise Price per Share exceeds the Fair Market Value of the underlying Shares in exchange for another Award (other than in connection with Substitute Awards); or (c) take any other action with respect to an Option that may be treated as a repricing under the rules and regulations of the NASDAQ Global Market (or such other principal securities market on which the Shares in question are traded).

5.4. *Option Term and Vesting*.

(a) The term of each Option shall be fixed by the Administrator in its sole discretion; provided that no Option shall be exercisable after the expiration of ten (10) years from the Option's Grant Date, except in the event of death or Disability.

(b) Each Option shall be subject to such terms and conditions on the time or times when it may be exercised (which conditions may be based on Continuing Service, Performance Goals or a combination thereof) as the Administrator may deem appropriate and set forth in the applicable Award Agreement. The vesting provisions of individual Options may vary from Award to Award.

5.5. *Exercise of Options*. Vested Options granted under the Plan shall be exercised by the Participant or by a Permitted Assignee thereof (or by the Participant's executors, administrators, guardian or legal representative, as may be provided in an Award Agreement) as to all or any part of the Shares covered thereby, by the giving of written notice of exercise to the Company or its designated agent, specifying the number of Shares to be purchased, accompanied by payment of the full Option Exercise Price for the Shares being purchased. Unless otherwise provided in an Award Agreement, full payment of such Option Exercise Price plus any applicable withholding taxes shall be due and payable in full at the time of exercise and shall be made (a) by certified check or bank check or wire transfer of immediately available funds; or (b) if permitted by the applicable Award Agreement or otherwise with the consent of the Administrator in its discretion, and to the extent permitted by applicable statutes and regulations: (i) by tendering previously acquired Shares (either actually or by attestation, valued at their then Fair Market Value) provided such previously acquired Shares have been held for more than six months (or such longer or shorter period of time required to avoid a charge to earnings for financial accounting purposes), (ii) by withholding Shares otherwise issuable in connection with the exercise of the Option; (iii) through a "cashless" exercise program established with a broker, (iv) by any combination of any of the foregoing, or (v) through delivery of any other form of legal consideration that may be acceptable to the Administrator. The notice of exercise, accompanied by such payment, shall be delivered to the Company at its principal business office or such other office as the Administrator may from time to time direct, and shall be in such form, containing such further provisions consistent with the provisions of the Plan, as the Administrator may from time to time prescribe. In no event may any Option granted hereunder be exercised for a fraction of a Share. No adjustment shall be made for cash dividends or other rights for which the record date is prior to the date of such issuance of the underlying Shares. Notwithstanding any provision to the contrary, during any period for which the Class A Shares are publicly traded (i.e., the Class A Shares are listed on any established stock exchange or a national market system) an exercise by a Director or Officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company, directly or indirectly, in violation of Section 402(a) of the Sarbanes-Oxley Act of 2002 shall be prohibited with respect to any Award under this Plan.

5.6. *Form of Settlement*. In its sole discretion, the Administrator may provide, at the time of grant, that the Shares to be issued upon an Option's exercise shall be in the form of Restricted Stock or other similar securities, or may reserve the right so to provide after the time of grant.

5.7. *Incentive Stock Options.* The Administrator may grant Options intended to qualify as Incentive Stock Options to any employee of the Company or any Subsidiary corporation, subject to the requirements of Section 422 of the Code. Solely for the purposes of determining whether Shares are available for the grant of Incentive Stock Options under the Plan, the maximum aggregate number of Shares with respect to which Incentive Stock Options may be issued under the Plan shall be one million (1,000,000) Shares, subject to adjustment under Section 12.2. Additionally, a Ten Percent Shareholder shall not be granted an Incentive Stock Option unless the Option Exercise Price is at least 110% of the Fair Market Value of the underlying Shares at the Grant Date and the Option is not exercisable after the expiration of five years from the Grant Date. To the extent that the aggregate Fair Market Value (determined at the Grant Date) of Shares with respect to which Incentive Stock Options are exercisable for the first time by any Employee during any calendar year (under all plans of the Company and its Subsidiaries) exceeds $100,000, the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Non-qualified Stock Options regardless of any designation in an Award Agreement to be treated as Incentive Stock Options. Any Participant who shall make a "disposition" (as defined in Section 424 of the Code) of all or any portion of Shares acquired upon exercise of an Incentive Stock Option within two (2) years from the date of grant of such Incentive Stock Option or within one (1) year after the issuance of Shares acquired upon exercise of such Incentive Stock Option shall be required to immediately advise the Company in writing as to the occurrence of the sale and the price realized upon the sale of such Shares.

5.8. *Effect of Termination of Continuous Service*. Unless otherwise provided in the applicable Award Agreement or approved by the Administrator, in the event a Participant's Continuous Service terminates (other than upon the Participant's death or Disability), the Participant may exercise the Participant's vested Options (to the extent that the Participant was entitled to exercise such Options as of the date of termination) but only within such period of time ending on the earlier of (a) the date three months following the termination of the Participant's Continuous Service, or (b) the expiration of the term of the Option as set forth in the Award Agreement; provided that, if the termination of Continuous Service is for Cause, all outstanding Options (whether or not otherwise vested) shall immediately terminate and cease to be exercisable. If, after termination of Continuous Service, the Options are not timely exercised, the Options shall automatically terminate. In the event that a Participant's Continuous Service terminates on account of his or her death or Disability, the Participant or his or her successors in interest may exercise the Participant's vested Options (to the extent that the Participant was entitled to exercise such Options as of the date of termination) but only within such period of time ending on the earlier of (i) the date that is one year following the termination of the Participant's Continuous Service, or (ii) the expiration of the term of the Option as set forth in the Award Agreement.

6. STOCK APPRECIATION RIGHTS

6.1. *Grant and Exercise*. The Administrator may award Stock Appreciation Rights to a Participant: (a) in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option (a "*Related Right*"); (b) in conjunction with all or part of any Award (other than an Option) granted under the Plan or at any subsequent time during the term of such Award; or (c) without regard to any Option or other Award (a "*Freestanding Stock Appreciation Right*"), in each case upon such terms and conditions as the Administrator may establish in its sole discretion.

6.2. *Terms and Conditions*. Stock Appreciation Rights shall be subject to such terms and conditions, not inconsistent with the provisions of the Plan, as shall be determined from time to time by the Administrator, including the following:

(a) Each Stock Appreciation Right shall be subject to such terms and conditions on the time or times when it may be exercised (which conditions may be based on Continuing Service, Performance Goals, or a combination thereof) as the Administrator may deem appropriate and set forth in the applicable Award Agreement. The vesting provisions of individual Stock Appreciation Rights may vary from Award to Award; provided, that, in no event shall a Stock Appreciation Right be exercisable prior to the one-year anniversary of the Stock Appreciation Right's Grant Date, except as provided in Section 11 of the Plan.

(b) Upon the exercise of a Stock Appreciation Right, the holder shall have the right to receive the excess of: (i) the Fair Market Value of one Share on the date of exercise, over (ii) a designated base value per Share (the "*Base Amount*") with respect to the right on the applicable Grant Date (or in the case of a Related Right on the Grant Date of the related Option) as specified by the Administrator in its sole discretion and set forth in the applicable Award Agreement, which Base Amount per Share, except in the case of Substitute Awards or in connection with an adjustment provided in Section 12.2, shall not be less than the Fair Market Value of one Share on the Grant Date of the right or the related Option, as the case may be.

(c) Upon the exercise of a Stock Appreciation Right, the Administrator shall determine in its sole discretion whether payment shall be made in whole Shares, in cash or other property, or any combination thereof.

(d) Any Related Right may be granted at the same time as the related Option is granted or at any time thereafter before exercise or expiration of such Option.

(e) Any Related Right may be exercised only when the related Option would be exercisable and the Fair Market Value of the Shares subject to the related Option exceeds the Option Exercise Price at which Shares can be acquired pursuant to the Option. In addition, (i) if a Related Right exists with respect to less than the full number of Shares covered by a related Option, then an exercise or termination of such Option shall not reduce the number of Shares to which the Related Right applies until the number of Shares then exercisable under such Option equals the number of Shares to which the Related Right applies, and (ii) no Related Right granted under the Plan to a person then subject to Section 16 of the Exchange Act shall be exercised during the first six (6) months of its term for cash, except as provided in Article 11.

(f) Any Option related to a Related Right shall no longer be exercisable to the extent the Related Right has been exercised.

(g) The provisions of Stock Appreciation Rights need not be the same with respect to each recipient.

(h) The Administrator may impose such other conditions or restrictions on the terms of exercise and the exercise price of any Stock Appreciation Right, as it shall deem appropriate. Notwithstanding the foregoing provisions of this Section 6.2(h), but subject to Section 12.2, a Stock Appreciation Right shall have the same terms and conditions as Options, including (i) a Base Amount per Share not less than Fair Market Value of a Share on the applicable Grant Date, and (ii) a term not greater than ten (10) years. In addition to the foregoing, but subject to Section 12.2, the Administrator shall not without approval of the Company's shareholders (A) reduce the Base Amount per Share under any Stock Appreciation Right after it is granted, (B) cancel a Stock Appreciation Right when the Base Amount per Share exceeds the Fair Market Value of the underlying Shares in exchange for another Award (other than in connection with Substitute Awards), or (C) take any other action with respect to a Stock Appreciation Right that may be treated as a repricing under the rules and regulations of the NASDAQ Global Market (or such other principal securities market on which the Shares are traded).

(i) The Administrator may impose such terms and conditions on Stock Appreciation Rights granted in conjunction with any Award (other than an Option) as the Administrator shall determine in its sole discretion.

7. RESTRICTED STOCK AWARDS

7.1. *Grants*. Shares may be awarded under the Plan to Participants as Restricted Stock either alone or in addition to other Awards granted under the Plan (a "*Restricted Stock Award*"). Restricted Stock Awards consist of grants of actual outstanding Shares on the applicable Grant Date. A Restricted Stock Award shall be subject to vesting restrictions imposed by the Administrator covering a period of time ("*Vesting Period*") specified by the Administrator and may also be subject in whole or in part to additional performance-based vesting conditions designated by the Administrator. A Restricted Stock Award subject to Performance Goal vesting conditions may be denominated as "performance shares." The Administrator has absolute discretion to determine whether any consideration (other than services) is to be received by the Company or any Subsidiary as a condition precedent to the issuance of shares of Restricted Stock.

7.2. *Award Agreements*. The terms of any Restricted Stock Award granted under the Plan shall be set forth in a written Award Agreement which shall contain provisions determined by the Administrator and not inconsistent with the Plan. The terms of Restricted Stock Awards need not be the same with respect to each Restricted Stock Award. Each Participant granted Restricted Stock shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock. If the Administrator determines that the Restricted Stock shall be held by the Company or in escrow rather than delivered to the Participant pending the release of the applicable restrictions, the Administrator may require the Participant to additionally execute and deliver to the Company (a) an escrow agreement satisfactory to the Administrator, and (b) the appropriate blank stock power with respect to the Restricted Stock covered by such agreement. If a Participant fails to execute within such time as the Administrator requires an Award Agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and stock power, the Award shall be null and void.

7.3. *Rights of Holders of Restricted Stock.*

(a) Beginning on the Grant Date of the Restricted Stock Award and subject to execution of the Award Agreement, the Participant shall become a shareholder of the Company with respect to all Shares subject to the applicable Award Agreement and shall have all of the rights of a shareholder, including the right to vote such Shares and the right to receive distributions made with respect to such Shares; provided that, except as otherwise provided in an Award Agreement, any cash, Shares or any other property distributed as a dividend or otherwise with respect to any Restricted Stock as to which the restrictions have not yet lapsed shall be subject to the same restrictions as such Restricted Stock. Any provision herein to the contrary notwithstanding, unless otherwise provided in the applicable Award Agreement, cash dividends or with respect to any Restricted Stock Award and any other property (including additional Shares) distributed as a dividend or otherwise with respect to any Restricted Stock Award shall be: (i) accumulated subject to restrictions and risk of forfeiture to the same extent as the underlying Restricted Stock with respect to which such cash, Shares or other property has been distributed; and (ii) either (A) paid to the Participant at the time such restrictions and risk of forfeiture lapse or (B) forfeited to the extent the underlying Restricted Stock is forfeited.

(b) Shares awarded to a Participant as Restricted Stock shall be subject to the following restrictions until the expiration of the applicable Vesting Period, and to such other terms and conditions as may be set forth in the applicable Award Agreement: (i) if an escrow arrangement is used, the Participant shall not be entitled to delivery of the stock certificate representing the Restricted Stock; (ii) the Shares shall be subject to the restrictions on transferability set forth in the Award Agreement; (iii) the Shares shall be subject to forfeiture to the extent provided in the applicable Award Agreement; and (iv) to the extent such Shares are forfeited, the applicable stock certificates shall be returned to the Company, and all rights of the Participant to such Shares and as a shareholder with respect to such Shares shall immediately terminate without further obligation on the part of the Company. Any certificate representing Restricted Stock awarded under the Plan shall bear a legend in such form as the Company deems appropriate.

7.4. *Vesting*. Restricted Stock Awards shall be subject to such terms and conditions on the time or times when they vest (which conditions may be based on Continuing Service, Performance Goals or a combination thereof) as the Administrator may deem appropriate and set forth in the applicable Award Agreement; provided, that, in no event shall the Vesting Period for a Restricted Stock Award be less than a period of time equal to one year, except as provided in Section 11 of the Plan.

7.5. *Delivery of Shares*. Upon the expiration of the applicable Vesting Period with respect to any Restricted Stock, the restrictions set forth in this Article 7 and the applicable Award Agreement shall be of no further force or effect with respect to the Shares of Restricted Stock, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his or her beneficiary, without charge, the stock certificate evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Vesting Period has expired (to the nearest full share) and any cash dividends or stock dividends credited to the Participant's account with respect to such Restricted Stock and the interest thereon, if any.

8. RESTRICTED STOCK UNIT AWARDS

8.1. *Grants*. Awards of Restricted Stock Units having a value equal to a designated number of Shares ("*Restricted Stock Unit Awards*") may be granted hereunder to Participants, in addition to other Awards granted under the Plan. A Restricted Stock Unit Award shall be subject to vesting restrictions imposed by the Administrator covering a period of time ("*Vesting Period*") specified by the Administrator and may also be subject to additional Performance Goal vesting conditions designated by the Administrator. A Restricted Stock Unit Award subject to Performance Goal vesting conditions may be denominated as "Performance Stock Units."

8.2. *Award Agreements*. The terms of Restricted Stock Unit Awards granted under the Plan shall be set forth in a written Award Agreement which shall contain provisions determined by the Administrator and not inconsistent with the Plan. The terms of such Awards need not be the same with respect to each Restricted Stock Unit Award. Each Participant granted Restricted Stock Units shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock Units. The Administrator may also grant Restricted Stock Units with a deferral feature, consistent with applicable law, including Section 409A of the Code, whereby settlement is deferred beyond the vesting date until the occurrence of a future payment date or event set forth in an Award Agreement ("*Deferred Stock Units*"). To the extent applicable, any reference to Restricted Stock Units in the Plan, includes Deferred Stock Units.

8.3. *Rights of Holders of Restricted Stock Units.*

(a) No Shares shall be issued at the time a Restricted Stock Unit, or Deferred Stock Unit, is granted, and the Company will not be required to set aside Shares or funds for the payment of any such Award. A Participant shall have no voting rights with respect to any Shares underlying Restricted Stock Units, including Deferred Stock Units, granted hereunder.

(b) At the discretion of the Administrator, each Restricted Stock Unit (representing one Share) may be credited with cash and stock dividends paid by the Company in respect of one Share ("*Dividend Equivalents*"). Unless otherwise expressly provided in the applicable Award Agreement, Dividend Equivalents shall be withheld by the Company and credited to the Participant's account, and interest may be credited on the amount of cash Dividend Equivalents credited to the Participant's account at a rate and subject to such terms as determined by the Administrator. Dividend Equivalents credited to a Participant's account and attributable to any particular Restricted Stock Unit (and earnings thereon, if applicable) shall be distributed in cash or, at the discretion of the Administrator, in Shares having a Fair Market Value equal to the amount of such Dividend Equivalents and earnings, if applicable, to the Participant upon settlement of such Restricted Stock Unit and, if such Restricted Stock Unit is forfeited, the Participant shall have no right to such Dividend Equivalents.

(c) Restricted Stock Units awarded to any Participant shall be subject to (i) forfeiture until the expiration of the applicable Vesting Period, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement, and to the extent such Restricted Stock Units are forfeited, all rights of the Participant to such Restricted Stock Units shall automatically terminate without further obligation on the part of the Company and (ii) such other terms and conditions as may be set forth in the applicable Award Agreement.

8.4. *Vesting*. Restricted Stock Unit Awards shall be subject to such terms and conditions on the time or times when they vest and become earned (which conditions may be based on Continuing Service, Performance Goals or a combination thereof) as the Administrator may deem appropriate and set forth in the applicable Award Agreement; provided, that, in no event shall the Vesting Period for a Restricted Stock Unit Award be less than a period of time equal to one year, except as provided in Section 11 of the Plan.

8.5. *Settlement and Payment.* Except as may be provided in the applicable Award Agreement, upon the expiration of the applicable Vesting Period with respect to any outstanding Restricted Stock Units (other than Deferred Stock Units), or upon the expiration of the deferral period with respect to any outstanding Deferred Stock Units, the Company shall deliver to the Participant, or his or her beneficiary, without charge, one Share for each such outstanding vested Restricted Stock Unit, or Deferred Stock Unit, ("*Vested Unit*") and cash equal to any Dividend Equivalents credited with respect to each such Vested Unit in accordance with Section 8.3(b) hereof and the interest thereon or, at the discretion of the Administrator, in Shares having a Fair Market Value equal to such Dividend Equivalents and the interest thereon, if any; provided, however, that, if explicitly provided in the applicable Award Agreement, the Administrator may, in its sole discretion, elect to pay cash or part cash and part Shares in lieu of delivering only Shares for Vested Units. If a cash payment is made in lieu of delivering Shares, the amount of such payment shall be equal to the Fair Market Value of the Shares as of the date on which the Vesting Period lapsed with respect to each Vested Unit that is not a Deferred Stock Unit, or as of the delivery date in the case of each Vested Unit that is a Deferred Stock Unit. The Company shall issue Shares or make otherwise make payment for each Vested Unit as soon as reasonably possible after expiration of the applicable Vesting Period and on a date selected by the Company; provided that in no event shall settlement of any Vested Units be made later than sixty (60) days after expiration of the applicable Vesting Period (or such shorter period as is necessary to exempt the Award from Section 409A of the Code).

9. OTHER AWARDS

The Administrator may, subject to any restrictions under applicable law or under the rules of any securities exchange on which the Shares are listed, grant Other Share-Based Awards, either alone or in tandem with other Awards, in such amounts and subject to such conditions as the Administrator shall determine in its sole discretion. Each Other Share-Based Award shall be evidenced by an Award Agreement and shall be subject to such conditions, not inconsistent with the Plan, as may be reflected in the applicable Award Agreement. In no event shall the Vesting Period for an Other Share Based Award be less than a period of time equal to one year from the applicable Grant Date, except as provided in Section 11 of the Plan. Other Share-Based Awards may be paid in cash, Shares, other property, or any combination thereof, as specified in the applicable Award Agreement. No Dividend Equivalents shall be paid or credited with respect to Other Share-Based Awards. Any cash, Shares or any other property distributed as a dividend or otherwise with respect to any issued but unvested Shares underlying an Other Share-Based Award shall be subject to the same vesting conditions and risk of forfeiture as such Other Share-Based Award.

10. SECURITIES LAW COMPLIANCE

No Shares shall be issued, purchased or sold under any Award Agreement unless and until (a) any then applicable requirements of federal, state and foreign laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel and (b) if required to do so by the Company, the Participant has executed and delivered to the Company a letter of investment intent in such form and containing such provisions as the Administrator may require. The Company shall use reasonable efforts to seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell Shares upon exercise, vesting or settlement of the Awards; provided that this undertaking shall not require the Company to register under the Exchange Act or other applicable securities laws the Plan, any Award or any Shares issued or issuable pursuant to any such Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Shares under the Plan, the Company shall be relieved from any liability for failure to issue and sell Shares upon exercise, vesting or settlement of such Awards unless and until such authority is obtained.

It is the intent of the Company that the Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of the Plan would conflict with the intent expressed in this Section 10, such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

11. CHANGE IN CONTROL PROVISIONS

11.1. *Effect of Change in Control*. Notwithstanding any provision of the Plan (other than Section 11.2) or any applicable Award Agreement to the contrary, in the event of a Change in Control, all then outstanding Awards shall automatically become 100% vested, exercisable, earned and payable, as of the effective time of the Change in Control. For clarity, to the extent the amount or timing of vesting, exercisability, payment or settlement of any Award is subject to or conditioned upon attainment of Performance Goals stated in the applicable Award Agreement (i.e., the Award is a Performance Award), for purposes of this Section 11.1, such Performance Goals shall be deemed to have been attained at 100% of the applicable target levels.

11.2. *Discretionary Cancellation of Awards***.** In addition, and notwithstanding any contrary provision in this Plan or applicable Award Agreement, in the event of a pending Change in Control, the Administrator may in its discretion and upon at least 10 days' advance notice to the affected Participants, elect to cancel under this Section 11.2 all or any portion of the then outstanding Awards and cause the Company to pay to the holders thereof, in cash or Shares, or any combination thereof, the then current Fair Market Value of such cancelled Awards. The Administrator shall compute the Fair Market Value of Awards canceled under this Section 11.2 based upon the price per Share received or to be received by the other shareholders of the Company in the Change in Control transaction. In determining the Fair Market Value of Awards cancelled under this Section 11.2, all such cancelled Awards shall be valued as if they are 100% vested and earned (with any Performance Goals deemed satisfied at 100% of the applicable target level). In the case of any Option or Stock Appreciation Right with an Option Exercise Price (or Base Amount in the case of a Stock Appreciation Right) that equals or exceeds the price paid or to be paid for a Share in connection with the Change in Control, the Administrator may cancel the Option or Stock Appreciation Right without the payment of any consideration therefor.

11.3. *Successors*. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to all or substantially all of the assets and business of the Company and its Subsidiaries, taken as a whole.

11.4. *Definition of Change in Control.* For purposes of the Plan, unless otherwise provided in an Award Agreement, Change in Control means the occurrence of any one of the following events:

(a) During any twelve (12) month period beginning after the date hereof, individuals who, as of the beginning of such period, constitute the Board (the "*Incumbent Directors*") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; and provided further that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(b) any "person" (as such term is defined in the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board (the "*Company Voting Securities*"); provided that the event described in this paragraph (b) shall not be deemed to be a Change in Control by virtue of any of the following acquisitions: (i) by the Company or any Subsidiary, (ii) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, (iii) by any underwriter temporarily holding securities pursuant to an offering of such securities, (iv) pursuant to a Non-Qualifying Transaction, as defined in paragraph (c) below, or (v) by any person of Company Voting Securities from the Company, if a majority of the Incumbent Board approves in advance the acquisition of beneficial ownership of 30% or more of Company Voting Securities by such person;

(c) the consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or any of its subsidiaries that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction, unless immediately following such transaction: (i) more than 70% the total voting power of (A) the surviving corporation resulting from such transaction, or (B) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of 100% of the voting securities eligible to elect directors of the surviving corporation, is represented by Company Voting Securities that were outstanding immediately prior to such transaction (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such transaction), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the transaction; (ii) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the surviving corporation or its parent corporation), is or becomes the beneficial owner, directly or indirectly, of more than 30% of the total voting power of the outstanding voting securities eligible to elect directors of the parent corporation (or, if there is no parent corporation, the surviving corporation); and (iii) at least a majority of the members of the board of directors of the parent corporation (or, if there is no parent Corporation, the surviving corporation) following the consummation of the transaction were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such transaction (any transaction which satisfies all of the criteria specified in (i), (ii) and (iii) above shall be deemed to be a "*Non-Qualifying Transaction*");

(d) the date shareholders of the Company approve a plan of complete liquidation or dissolution of the Company; or

(e) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any person that is not a Subsidiary.

Notwithstanding the foregoing, (x) a transaction will not be deemed to be a Change in Control for purposes of a specific Award unless the transaction qualifies as a "change in control" event within the meaning of Section 409A of the Code for purposes of such Award; and (y) a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of more than 30% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which reduces the number of Company Voting Securities outstanding; provided, that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control of the Company shall then occur.

12. GENERALLY APPLICABLE PROVISIONS

12.1. *Amendment and Termination of the Plan*. The Board may, from time to time, alter, amend, suspend or terminate the Plan as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law, including the rules and regulations of the NASDAQ Global Market (or such other principal securities market on which the Class A Shares are traded); provided, that the Board may not amend the Plan in any manner that would result in noncompliance with Rule 16b-3 of the Exchange Act; and further provided that the Board may not, without the approval of the Company's shareholders, amend the Plan to (a) increase the number of Shares that may be the subject of Awards under the Plan (except for adjustments pursuant to Section 12.2), (b) expand the types of awards available under the Plan; (c) materially expand the class of persons eligible to participate in the Plan; (d) amend any provision of Section 5.3, (e) increase the maximum permissible term of any Option specified by Section 5.4 or the maximum permissible term of a Stock Appreciation Right specified by Section 6.2, or (f) take any action with respect to an Option or Stock Appreciation Right that may be treated as a repricing under the rules and regulations of the NASDAQ Global Market (or such other principal securities market on which the Class A Shares are traded), including reducing the Option Exercise Price or Base Amount (as applicable) or exchanging an Option or Stock Appreciation Right for cash or another Award. In addition, no amendments to, or termination of, the Plan shall in any way impair the rights of a Participant under any Award previously granted without such Participant's consent.

12.2. *Adjustments*. In the event of changes in the outstanding Shares or in the capital structure of the Company by reason of any stock or extraordinary cash dividend, stock split, reverse stock split, an extraordinary corporate transaction such as any recapitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the Grant Date of any Award, Awards granted under the Plan and any Award Agreements, the Option Exercise Price of Options and Base Amount of Stock Appreciation Rights, the maximum number of Shares subject to all Awards stated in Section 3.1 and the maximum number of Shares with respect to which Incentive Stock Options may be granted shall be equitably adjusted or substituted, as to the number, price or kind of share of common stock or other consideration subject to such Awards to the extent necessary to preserve the economic intent of such Award. In the case of adjustments made pursuant to this Section 12.2, unless the Administrator specifically determines that such adjustment is in the best interests of the Company or its Subsidiaries, the Administrator shall, in the case of Incentive Stock Options, ensure that any adjustments under this Section 12.2 will not constitute a modification, extension or renewal of the Incentive Stock Options within the meaning of Section 424(h)(3) of the Code and in the case of all Stock Options, ensure that any adjustments under this Section 12.2 will not constitute a modification of such Stock Options within the meaning of Section 409A of the Code. Any adjustments made under this Section 12.2 shall be made in a manner which does not adversely affect the exemption provided pursuant to Rule 16b-3 under the Exchange Act. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

12.3. *Transferability of Awards*. Except as provided below, and except as otherwise authorized by the Administrator in an Award Agreement, no Award and no Shares subject to Awards described in Article 8 that have not been issued or as to which any applicable restriction or performance period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution, and such Award may be exercised during the life of the Participant only by the Participant or the Participant's guardian or legal representative. Notwithstanding the foregoing if provided for in an Award Agreement, a Participant may assign or transfer an Award with the consent of the Administrator (each transferee thereof, a "*Permitted Assignee*"): (a) to the Participant's spouse, children, or grandchildren (including any adopted step children and grandchildren); (b) to a trust or partnership for the benefit of one or more person referred to in clause (a); or (c) for charitable donations; provided that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and the Award Agreement relating to the transferred Award and shall execute an agreement satisfactory to the Company evidencing such obligations; and provided further that such Participant shall remain bound by the terms and conditions of the Plan. The Company shall cooperate with any Permitted Assignee and the Company's transfer agent in effectuating any transfer permitted under this Section. Any transfer of an Award or Shares in violation of this Section 12.3 shall be null and void.

12.4. *Deferral*. The Administrator may establish one or more programs under the Plan to permit selected Participants the opportunity to elect to defer receipt of consideration upon exercise of an Award, vesting, satisfaction of Performance Goals, or other event that absent the election would entitle the Participant to payment or receipt of Shares or other consideration under an Award. The Administrator may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Administrator deems advisable for the administration of any such deferral program. The Administrator shall be authorized to establish procedures pursuant to which the payment of any Award may be deferred.

13. MISCELLANEOUS

13.1. *Tax Withholding*. The Company shall have the right to make all payments or distributions pursuant to the Plan to a Participant (or a Permitted Assignee thereof) (any such person, a "*Payee*") net of any applicable federal, state and local taxes required to be paid or withheld as a result of (a) the grant of any Award, (b) the exercise of an Option or Stock Appreciation Right, (c) the delivery of Shares or cash, (d) the lapse of any restrictions in connection with any Award or (e) any other event occurring pursuant to the Plan. The Company or any Subsidiary shall have the right to withhold from wages or other amounts otherwise payable to such Payee such withholding taxes as may be required by law, or to otherwise require the Payee to pay such withholding taxes. If the Payee shall fail to make such tax payments as are required, the Company or its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Payee or to take such other action as may be necessary to satisfy such withholding obligations. The Administrator may establish procedures for election by Participants to satisfy such obligation for the payment of such taxes by tendering previously acquired Shares (either actually or by attestation, valued at their then Fair Market Value) that have been owned for a period of at least six months (or such other period to avoid accounting charges against the Company's earnings), or by directing the Company to retain Shares otherwise deliverable in connection with the Award.

13.2. *Right of Discharge Reserved; Claims to Awards*. Nothing in the Plan nor the grant of an Award hereunder shall confer upon any person the right to continue in the employment or service of the Company or any Subsidiary or affect any right that the Company or any Subsidiary may have to terminate the employment or service of (or to demote or to exclude from future Awards under the Plan) any such Employee, Consultant or Director at any time for any reason "at will." Except as specifically provided by the Administrator, the Company shall not be liable for the loss of existing or potential profit from an Award granted in the event of termination of an employment or other relationship. No Employee, Consultant or Participant shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Employees, Consultants or Participants under the Plan.

13.3. *Prospective Recipient*. The prospective recipient of any Award under the Plan shall not, with respect to such Award, be deemed to have become a Participant, or to have any rights with respect to such Award, until and unless such recipient shall have executed an agreement or other instrument evidencing the Award and delivered a copy thereof to the Company, and otherwise complied with the then applicable terms and conditions of the Plan and Award Agreement.

13.4. *Substitute Awards*. Notwithstanding any other provision of the Plan, the terms of Substitute Awards may vary from the terms set forth in the Plan to the extent the Administrator deems appropriate to conform, in whole or in part, to the provisions of the awards in substitution for which they are granted.

13.5. *Cancellation and Forfeiture of Awards; Clawback*.

(a) Notwithstanding anything to the contrary contained herein or in any Award Agreement, all outstanding Awards granted to any Participant shall be automatically and immediately canceled if the Participant (a) is terminated for Cause or engages following his or her period of Continuous Service in conduct that would constitute Cause; (b) breaches any non-competition, non-solicitation, confidentiality, or other restrictive covenants that are contained in the Award Agreement or otherwise applicable to the Participant; or (c) without the consent of the Company, during or following the Participant's period of Continuous Service for the Company or any Subsidiary, establishes a relationship with a competitor of the Company or any Subsidiary or engages in activity that is in conflict with and materially adverse to the interest of the Company or any Subsidiary, as determined by the Administrator in its discretion.

(b) Notwithstanding any other provisions in this Plan or any Award Agreement, the Company may cancel any Award, require reimbursement of any Award (or the proceeds thereof) by a Participant, and effect any other right of recoupment of equity or other compensation provided under the Plan, in accordance with any Company policies that may be adopted and/or modified from time to time by the Company in its discretion ("*Clawback Policy*"). A Participant may be required to repay to the Company previously paid compensation, whether provided pursuant to the Plan or an Award Agreement, in accordance with any Clawback Policy in effect at the time of the execution of the Award Agreement, as any such policy may be subsequently modified by the Company to comply with applicable law or stock exchange listing requirements. By accepting an Award, the Participant agrees to be bound by any Clawback Policy as in effect at the time of the execution of the Award Agreement, as any such policy may be subsequently modified by the Company to comply with applicable law or stock exchange listing requirements.

13.6. *Delivery and Stop Transfer Orders*. Upon exercise or vesting of an Award, as applicable, the Company shall issue Shares or pay any amounts due within a reasonable period of time thereafter. Subject to any statutory or regulatory obligations the Company may otherwise have, and except as otherwise contemplated by this Plan, 30 days shall be considered a reasonable period of time. All certificates for Shares delivered under the Plan pursuant to any Award shall be subject to such stop-transfer orders and other restrictions as the Administrator may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Shares are then listed, and any applicable federal or state securities law, and the Administrator may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. Any provision herein to the contrary notwithstanding, the Company shall have no obligation to issue any Shares pursuant to an Award if the Administrator determines in good faith that such issuance would violate applicable federal, state or foreign securities laws.

13.7. *Nature of Payments*. All Awards made pursuant to the Plan are in consideration of services performed or to be performed for the Company or any Subsidiary, division or business unit of the Company. Any income or gain realized pursuant to Awards under the Plan constitute a special incentive payment to the Participant and shall not be taken into account, to the extent permissible under applicable law, as compensation for purposes of any of the employee benefit plans of the Company or any Subsidiary except as may be determined by the Administrator.

13.8. *Other Plans*. Options may continue to be granted under the Prior Plan and the Other Plan. Additionally, nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to shareholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

13.9. *Severability*. If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall (a) be deemed limited to the extent that such court of competent jurisdiction deems it lawful, valid and/or enforceable and as so limited shall remain in full force and effect, and (b) not affect any other provision of the Plan or part thereof, each of which shall remain in full force and effect. If the making of any payment or the provision of any other benefit required under the Plan shall be held unlawful or otherwise invalid or unenforceable by a court of competent jurisdiction, such unlawfulness, invalidity or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and if the making of any payment in full or the provision of any other benefit required under the Plan in full would be unlawful or otherwise invalid or unenforceable, then such unlawfulness, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be unlawful, invalid or unenforceable, and the maximum payment or benefit that would not be unlawful, invalid or unenforceable shall be made or provided under the Plan.

13.10. *Construction*. As used in the Plan, the words "*include*" and "*including*," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "*without limitation*."

13.11. *Unfunded Status of the Plan.* The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver the Shares or payments in lieu of or with respect to Awards hereunder; provided, however, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

13.12. *Governing Law*. The Plan and all determinations made and actions taken thereunder, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Utah, without reference to principles of conflict of laws, and construed accordingly.

13.13. *Effective Date of Plan; Termination of Plan*. The Plan shall be effective on the date of the approval of the Plan by the holders of a majority of the Company Voting Securities voted at a duly constituted meeting of the shareholders of the Company. The Plan shall be null and void and of no effect if the foregoing condition is not fulfilled and no Award shall be granted until the shareholders of the Company approve the Plan. Awards may be granted under the Plan at any time and from time to time following shareholder approval of the Plan until the tenth anniversary of the effective date of the Plan, on which date the Plan will expire except as to Awards then outstanding under the Plan. Such outstanding Awards shall remain in effect until they have been exercised or terminated, or have expired.

13.14. *Foreign Employees and Sub-Plans*.

(a) Awards may be granted to Participants who are foreign nationals or employed outside the United States, or both, on such terms and conditions different from those applicable to Awards to Employees employed in the United States as may, in the judgment of the Administrator, be necessary or desirable in order to recognize differences in local law or tax policy. The Administrator also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Employees on assignments outside their home country.

(b) The Administrator may from time to time establish sub-plans under the Plan for purposes of satisfying foreign or state blue sky, securities, tax, employment, privacy or other laws of various jurisdictions in which the Company intends to grant Awards. Any sub-plans shall contain such limitations and other terms and conditions as the Administrator determines are necessary or desirable. All sub-plans shall be deemed a part of the Plan, but each sub-plan shall apply only to the Participants in the jurisdiction for which the sub-plan was designed.

13.15. *Compliance with Section 409A of the Code; Taxes.*

(a) The Plan is intended to comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable laws require otherwise. In no event may any Participant, directly or indirectly, designate the calendar year of any payment to be made under this Plan or any Award Agreement hereunder which constitutes deferred compensation within the meaning of Section 409A of the Code. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and taxation under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6) month period immediately following the Participant's termination of Continuous Service shall instead be paid on the first payroll date after the six-month anniversary of the Participant's separation from service (or the Participant's death, if earlier).

(b) Notwithstanding the foregoing or any other provision of the Plan or any other agreement, neither the Company, any Subsidiary, the Administrator, nor any of their respective directors, officers, employees or agents shall have any obligation to take any action to prevent the assessment of any tax or penalty on any Participant under Section 409A of the Code or otherwise with respect to the Plan or any Award. Neither the Company, any Subsidiary, the Administrator, nor any of their respective directors, officers, employees or agents shall have any liability to any Participant or any other Person if an Option designated as an Incentive Stock Option fails to qualify as such at any time. Neither the Company, any Subsidiary, the Administrator, nor any of their respective directors, officers, employees or agents has any liability or obligation to indemnify, reimburse, gross-up or compensate any Participant for any taxes or tax-related penalties, interest and other costs arising out of or resulting from the Plan or any Award, including any taxes under Sections 409A and 4999 of the Code.

13.16. *Captions*. The captions in the Plan are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

13.17. *Beneficiary Designation*. Each Participant under the Plan may from time to time name any beneficiary or beneficiaries by whom any Award under the Plan is to be exercised (or to whom any amount or Shares are to be paid or issued) in case of such Participant's death. Each designation will revoke all prior designations by the same Participant, shall be in a form reasonably prescribed by the Administrator and shall be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.

Exhibit 5.1

July 29, 2022

Security National Financial Corporation
433 Ascension Way, 6th Floor
Salt Lake City, UT 84123

Re: Registration Statement on Form S-8 filed by Security National Financial Corporation with respect to the SNF Corporation Tax-Favored Retirement Savings Plan (the "401(k) Plan") and Security National Financial Corporation 2022 Equity Incentive Plan (the "2022 Equity Incentive Plan")

Ladies and Gentlemen:

We have acted as counsel to Security National Financial Corporation, a Utah Corporation (the "***Company***"), in connection with the Registration Statement on Form S-8, File No. 000-09341 (the "***Registration Statement***") filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "***Securities Act***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Registration Statement.

The Registration Statement relates to the registration of (1) 2,000,000 shares of Class A common stock, $2.00 par value, of the Company (the "Class A Shares") that may be issued pursuant to the 401(k) Plan to the 401(k) Plan participants and (2) 1,000,000 shares of Class A common stock, $2.00 par value, of the Company that may be issued pursuant to the 2022 Equity Incentive Plan to the 2022 Equity Incentive Plan participants.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of the Registration Statement and the exhibits thereto, including, but not limited to, the SNF Corporation Tax-Favored Retirement Savings Plan, the Security National Financial Corporation 2022 Equity Incentive Plan, the Articles of Amendment and Restatement to the Articles of Incorporation of the Company and Amended Bylaws of the Company currently in effect, and such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purpose of this opinion.

As to questions of fact material to this opinion, we have relied on certificates or comparable documents of public officials and of officers and representatives of the Company. In rendering the opinion expressed below, we have assumed without verification the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of such copies.

Based on the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that, when issued to 401(k) Plan participants and 2022 Equity Incentive Plan participants in accordance with the provisions of the 401(k) Plan and 2022 Equity Incentive Plan, as applicable, and paid for in accordance with the terms thereof, respectively, and pursuant to the Registration Statement, the Class A Shares will be validly issued, fully paid and nonassessable.

In rendering our opinion, we have relied on the applicable laws of the State of Utah, as those laws presently exist and as they have been applied and interpreted by courts having jurisdiction within the State of Utah and the existing laws of the United States of America. We express no opinion as to the laws of any other jurisdiction.

This opinion letter speaks as of its date. We disclaim any express or implied undertaking or obligation to advise of any subsequent change of law or fact (even though the change may affect the legal analysis or a legal conclusion in this opinion letter). This opinion letter is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly stated herein.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement, and consent to the reference of our firm under "Legal Matters" in the Prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission thereunder.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

Very truly yours,

/s/ Parr Brown Gee & Loveless

PARR BROWN GEE & LOVELESS

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement SEC File No. 000-09341 on Form S-8 of our report dated March 31, 2022, relating to the financial statements of Security National Financial Corporation, appearing in the Annual Report on Form 10-K of Security National Financial Corporation for the year ended December 31, 2021.

/s/ Deloitte & Touche LLP

Salt Lake City Utah
July 29, 2022

Exhibit 107

Calculation of Filing Fee Table
Form S-8
(Form Type)

Security National Financial Corporation, Inc.
(Exact Name of Registrant as Specified in its Charter)

Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount to be Registered(1)	Proposed Maximum Offering Price per Share(4)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Equity	Class A Common Stock, $2.00 par value per share	Rule 457(c) and Rule 457(h)	2,000,000(2)(3)	$ 7.74	$ 15,480,000	$ 1,435
Equity	Class A Common Stock, $2.00 par value per share	Rule 457(c) and Rule 457(h)	1,000,000(2)(5)	$ 7.74	$ 7,740,000	$ 717.50
	Total		3,000,000			$ 2,152.50

(1) Pursuant to Rule 416(a) promulgated under the Securities Act of 1922, as amended (the "***Securities Act***"), this Registration Statement shall also cover any additional shares of the Class A common stock, par value $2.00 per share, of Security National Financial Corporation (the "Company") which become issuable under the SNF Corporation Tax-Favored Retirement Savings Plan (the "***401(k) Plan***") and the Security National Financial Corporation 2022 Equity Incentive Plan (the "***2022 Equity Incentive Plan***"), as applicable, by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of outstanding shares of common stock of the Company.

(2) To the extent that (i) an award under the SNF Corporation Tax-Favored Retirement Savings Plan or 2022 Equity Incentive Plan, as applicable, expires, lapses or is terminated, converted into an award in respect of shares of another entity in connection with a spin-off or other similar event, exchanged for cash, surrendered, repurchased or canceled, in any case, in a manner that results in the Company acquiring the underlying shares at a price not greater than the price paid by the participant or not issuing the underlying shares, such shares will be available for future grants under the SNF Corporation Tax-Favored Retirement Savings Plan or 2022 Equity Incentive Plan, as applicable.

(3) Represents 2,000,000 shares of Class A common stock of the Company issuable under the SNF Corporation Tax-Favored Retirement Savings Plan.

(4) Pursuant to Rule 457(c) of the Securities Act, and solely for the purposes of calculating the registration fee, the proposed maximum price is based on the average of the high and low prices of the common stock of the Company as reported on the NASDAQ Capital Market on July 28, 2022 ($7.74 per share).

(5) Represents 1,000,000 shares of Class A common stock of the Company reserved for issuance under the 2022 Equity Incentive Plan.