

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

Hub Group, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

36-4007085
(I.R.S. Employer Identification No.)

377 East Butterfield Road, Suite 700
Lombard, Illinois
(Address of Principal Executive Offices)

60148
(Zip Code)

Hub Group Employee Profit Sharing Plan and Trust*
Hub City North Central, L.P. 401(k) Profit Sharing Plan
(Full Title of Each of the Plans)

*Additional registrants are listed on the attached page.

Mark A. Yeager
Hub Group, Inc.
377 East Butterfield Road, Suite 700
Lombard, Illinois 60148
(Name and Address of Agent For Service)

(630) 271-3600
(Telephone Number, Including Area Code, of Agent For Service)

CALCULATION OF REGISTRATION FEE

Title Of Securities To Be Registered(1)	Amount To Be Registered	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee

Class A Common Stock, par value \$.01 per share	200,000 Shares(3)	\$27.44	\$5,488,000	\$1,663.03
=====				

- (1) In addition, pursuant to Rule 416(c) under 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 plans described herein.
- (2) Pursuant to Rule 457(h)(1), computed on the basis of the average of the high and low sales prices on June 10, 1997.
- (3) The number of shares of Class A Common Stock to be registered may be adjusted in accordance with the provisions of the Plans in the event that, during the periods that the Plans are in effect, the number of shares of Class A Common Stock is increased or decreased or such shares are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company through reorganization, merger or consolidation, recapitalization, stock split, split-up, combination, exchange of shares, declaration of any Class A Common Stock dividends or similar events without receipt of consideration by the Company. Accordingly, this Registration Statement covers, in addition to the number of shares of Class A Common Stock stated above, an indeterminate number of shares which by reason of any such events may be issued in accordance with the provisions of the Plans.

ADDITIONAL REGISTRANTS

(Exact Names of Registrants as Specified in Their Respective Charters)

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub Group, Inc.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Atlanta, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Mid-Atlantic, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Alabama, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Boston, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Terminals, INC.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Cleveland, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Dallas, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Detroit, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Houston, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Indianapolis, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Florida, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Kansas City, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Los Angeles, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Tennessee, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City New Orleans, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City New York/New Jersey, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Philadelphia, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Pittsburgh, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Portland, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City New York State, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Rio Grande, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Golden Gate, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City St. Louis, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City Ohio, L.P.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub Group Distribution Services

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by HLX Company, L.L.C.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Quality Services, L.L.C.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Quality Services of Michigan, L.L.C.

Hub Group Employee Profit Sharing Plan and Trust, as maintained
by Hub City New Haven, L.P.

PART II

INFORMATION REQUIRED IN
THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have heretofore been filed by Hub Group, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), File No. 0-27754, are incorporated by reference herein and shall be deemed to be a part hereof:

- (a) Annual Report on Form 10-K for the Year ended December 31, 1996;
- (b) Quarterly Report on Form 10-Q for the Quarter ended March 31, 1997; and
- (c) The description of Class A Common Stock included in the Company's Registration Statement on Form 8-A filed with the Commission on February 13, 1996.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, 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 herein by reference and shall be deemed a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

(a) The Delaware General Corporation Law ("GCL") (Section 145) gives Delaware corporations broad powers to indemnify their present and former directors and officers and those of affiliated corporations against expenses incurred in the defense of any lawsuit to which they are made parties by reason of being or having been such directors or officers, subject to specified conditions and exclusions, gives a director or officer who successfully defends an action the right to be so indemnified, and authorizes the Registrant to buy directors' and officers'

liability insurance. Such indemnification is not exclusive of any other rights to which those indemnified may be entitled under any by-laws, agreement, vote of stockholders or otherwise.

(b) Article Eleventh of the Certificate of Incorporation of the Registrant permits, and Article VI of the By-Laws of the Registrant provides for, indemnification of directors, officers, employees and agents to the fullest extent permitted by law.

(c) In accordance with Section 102(b)(7) of the Delaware GCL, the Registrant's Certificate of Incorporation provides that directors shall not be liable for monetary damages for breaches of their fiduciary duty as directors except to the extent such exemption from liability or limitation thereof is not permitted under the Delaware GCL as the same exists or may be amended.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Index to Exhibits which is incorporated herein by reference.

Item 9. Undertakings.

The undersigned registrant 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;

(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 (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 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.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant'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.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant 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 registrant 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 Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lombard, Illinois, on June 13, 1997.

HUB GROUP, INC.

By /s/ David P. Yeager

David P. Yeager
Chief Executive Officer
and Vice Chairman

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints David P. Yeager, Mark A. Yeager, William L. Crowder and Thomas L. Hardin and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on June 13, 1997.

Title

/s/ David P. Yeager

David P. Yeager Vice-Chairman, Chief Executive Officer
and Director

/s/ William L. Crowder

William L. Crowder Vice President - Finance and Chief
Financial Officer (Principal Financial
and Accounting Officer)

/s/ Phillip C. Yeager

Phillip C. Yeager Chairman and Director

/s/ Thomas L. Hardin

Thomas L. Hardin President, Chief Operating Officer
and Director

/s/ Charles R. Reaves

Charles R. Reaves Director

/s/ Martin P. Slark

Martin P. Slark Director

/s/ Gary D. Eppen

Gary D. Eppen Director

Pursuant to the requirements of the Securities Act of 1933, as amended, the trustees (or other persons who administer the employee benefit plans) have duly caused this Registration Statement to be signed on the plans' behalf by the undersigned, thereunto duly authorized, in the City of Lombard, Illinois, on June 13, 1997.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB GROUP, INC.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY ATLANTA, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY MID-ATLANTIC, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY ALABAMA, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY BOSTON, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY TERMINALS, INC.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY CLEVELAND, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY DALLAS, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY DETROIT, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY HOUSTON, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY INDIANAPOLIS, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY FLORIDA, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY KANSAS CITY, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY LOS ANGELES, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY TENNESSEE, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY NEW ORLEANS, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY NEW YORK/NEW JERSEY, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY PHILADELPHIA, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY PITTSBURGH, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY PORTLAND, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY NEW YORK STATE, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY RIO GRANDE, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY GOLDEN GATE, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY ST. LOUIS, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY OHIO, L.P.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB GROUP DISTRIBUTION SERVICES

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HLX COMPANY, L.L.C.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY QUALITY SERVICES, L.L.C.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY QUALITY SERVICES OF MICHIGAN,
L.L.C.

HUB GROUP EMPLOYEE PROFIT SHARING PLAN AND TRUST,
AS MAINTAINED BY HUB CITY NEW HAVEN, L.P.

HUB CITY NORTH CENTRAL, L.P. 401(K) PROFIT SHARING
PLAN

By /s/ David P. Yeager

David P. Yeager
Chief Executive Officer
and Vice Chairman of Hub
Group, Inc.

EXHIBIT INDEX

Exhibit Number -----	Description of Exhibit -----	Sequential Page Number -----
4.1	Restated Certificate of Incorporation (incorporated by reference to Exhibits 3.1 and 3.3 to Registration Statement on Form S-1, Registration Statement No. 33-90210)	
4.2	By-Laws (incorporated by reference to Exhibit 3.2 to Registration Statement on Form S-1, Registration Statement No. 33-90210)	
4.3	Hub City North Central, L.P. 401(k) Profit Sharing Plan	
4.4	Form of Hub Group Employee Profit Sharing Plan and Trust for each of the other registrants.	
5.1	Opinion of Mayer, Brown & Platt.	
23.1	Consent of Mayer, Brown & Platt (included in Exhibit 5.1)	
23.2	Consent of Arthur Andersen LLP	
24.1	Powers of Attorney (included on the signature page of the registration statement)	

ADOPTION AGREEMENT #005
NONSTANDARDIZED CODE SECTION 401(k) PROFIT SHARING PLAN

The undersigned, HUB CITY NORTH CENTRAL, L.P. ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the ASSOCIATED BANK, N.A. Defined Contribution Prototype Plan (basic plan document #01) by adopting the accompanying Plan and Trust in full as if the Employer were a signatory to that Agreement. The Employer makes the following elections granted under the provisions of the Prototype Plan.

ARTICLE I
DEFINITIONS

1.02 TRUSTEE. The Trustee executing this Adoption Agreement is:
(Choose (a) or (b))

- (a) A discretionary Trustee. See Section 10.03[A] of the Plan.
- (b) A nondiscretionary Trustee. See Section 10.03[B] of the Plan. [Note: The Employer may not elect Option (b) if a Custodian executes the Adoption Agreement.]

1.03 PLAN. The name of the Plan as adopted by the Employer is
HUB CITY NORTH CENTRAL, L.P. 401(K) PROFIT SHARING PLAN.

1.07 EMPLOYEE. The following Employees are not eligible to
participate in the Plan: (Choose (a) or at least one of (b) through (g))

- (a) No exclusions.
- (b) Collective bargaining employees (as defined in Section 1.07 of the Plan). [Note: If the Employer excludes union employees from the Plan, the Employer must be able to provide evidence that retirement benefits were the subject of good faith bargaining.]
- (c) Nonresident aliens who do not receive any earned income (as defined in Code Section 911(d)(2)) from the Employer which constitutes United States source income (as defined in Code Section 861(a)(3)).
- (d) Commission Salesmen.
- (e) Any Employee compensated on a salaried basis.

- (f) Any Employee compensated on an hourly basis.
- (g) (Specify) EMPLOYEES WHO ARE SCHEDULED TO WORK LESS THAN 1000 HOURS DURING THE YEAR.

Leased Employees. Any Leased Employee treated as an Employee under Section 1.31 of the Plan, is: (Choose (h) or (i))

- (h) Not eligible to participate in the Plan.
- (i) Eligible to participate in the Plan, unless excluded by reason of an exclusion classification elected under this Adoption Agreement Section 1.07.

Related Employers. If any member of the Employer's related group (as defined in Section 1.30 of the Plan) executes a Participation Agreement to this Adoption Agreement, such member's Employees are eligible to participate in this Plan, unless excluded by reason of an exclusion classification elected under this Adoption Agreement Section 1.07. In addition: (Choose (j) or (k))

- (j) No other related group member's Employees are eligible to participate in the Plan.
- (k) The following nonparticipating related group member's Employees are eligible to participate in the Plan unless excluded by reason of an exclusion classification elected under this Adoption Agreement Section 1.07:_____.

1.12 COMPENSATION.

Treatment of elective contributions. (Choose (a) or (b))

- (a) "Compensation" includes elective contributions made by the Employer on the Employee's behalf.
- (b) "Compensation" does not include elective contributions.

Modifications to Compensation definition. (Choose (c) or at least one of (d) through (j))

- (c) No modifications other than as elected under Options (a) or (b).
- (d) The Plan excludes Compensation in excess of \$_____.
- (e) In lieu of the definition in Section 1.12 of the Plan, Compensation means any earnings reportable as W-2 wages for Federal income tax withholding purposes, subject to any other election under this Adoption Agreement Section 1.12.
- (f) The Plan excludes bonuses.
- (g) The Plan excludes overtime.
- (h) The Plan excludes Commissions.

(i) Compensation will not include Compensation from a related employer (as defined in Section 1.30 of the Plan) that has not executed a Participation Agreement in this Plan unless, pursuant to Adoption Agreement Section 1.07, the Employees of that related employer are eligible to participate in this Plan.

(j) (Specify) THE PLAN EXCLUDES CAR EXPENSES _____
_____.

If, for any Plan Year, the Plan uses permitted disparity in the contribution or allocation formula elected under Article III, any election of Options (f), (g), (h) or (j) is ineffective for such Plan Year with respect to any Nonhighly Compensated Employee.

Special definition for matching contributions. "Compensation" for purposes of any matching contribution formula under Article III means: (Choose (k) or (l) only if applicable)

(k) Compensation as defined in this Adoption Agreement Section 1.12.

(l) (Specify) _____
_____.

Special definition for salary reduction contributions. An Employee's salary reduction agreement applies to his Compensation determined prior to the reduction authorized by that salary reduction agreement, with the following exceptions: (Choose (m) or at least one of (n) or (o), if applicable)

(m) No exceptions.

(n) If the Employee makes elective contributions to another plan maintained by the Employer, the Advisory Committee will determine the amount of the Employee's salary reduction contribution for the withholding period: (Choose (1) or (2))

(1) After the reduction for such period of elective contributions to the other plan(s).

(2) Prior to the reduction for such period of elective contributions to the other plan(s).

(o) (Specify) _____
_____.

1.17 PLAN YEAR/LIMITATION YEAR.

Plan Year. Plan Year means: (Choose (a) or (b))

(a) The 12 consecutive month period ending every December 31.

(b) (Specify) _____
_____.

Limitation Year. The Limitation Year is: (Choose (c) or (d))

(c) The Plan Year.

(d) The 12 consecutive month period ending every ____.

1.18 EFFECTIVE DATE.

New Plan. The "Effective Date" of the Plan is _____.

Restated Plan. The restated Effective Date is January 1, 1987. This Plan is a substitution and amendment of an existing retirement plan(s) originally established January 1, 1985. [Note: See the Effective Date Addendum.]

1.27 HOUR OF SERVICE. The crediting method for Hours of Service is: (Choose (a) or (b))

(a) The actual method.

(b) The _ equivalency method, except:

(1) No exceptions.

(2) The actual method applies for purposes of: (Choose at least one)

(i) Participation under Article II.

(ii) Vesting under Article V.

(iii) Accrual of benefits under Section 3.06.

[Note: On the blank line, insert "daily," "weekly," "semi-monthly payroll periods" or "monthly."]

1.29 SERVICE FOR PREDECESSOR EMPLOYER. In addition to the predecessor service the Plan must credit by reason of Section 1.29 of the Plan, the Plan credits Service with the following predecessor employer(s): ____N/A____. Service with the designated predecessor employer(s) applies: (Choose at least one of (a) or (b); (c) is available only in addition to (a) or (b))

(a) For purposes of participation under Article II.

(b) For purposes of vesting under Article V.

(c) Except the following Service:_____.

[Note: If the Plan does not credit any predecessor service under this provision, insert "N/A" in the first blank line. The Employer may attach a schedule to this Adoption Agreement, in the same format as this Section 1.29, designating additional predecessor employers and the applicable service crediting elections.]

1.31 LEASED EMPLOYEES. If a Leased Employee is a Participant in the Plan and also participates in a plan maintained by the leasing organization: (Choose (a) or (b))

- (a) The Advisory Committee will determine the Leased Employee's allocation of Employer contributions under Article III without taking into account the Leased Employee's allocation, if any, under the leasing organization's plan.
- (b) The Advisory Committee will reduce a Leased Employee's allocation of Employer nonelective contributions (other than designated qualified nonelective contributions) under this Plan by the Leased Employee's allocation under the leasing organization's plan, but only to the extent that allocation is attributable to the Leased Employee's service provided to the Employer. The leasing organization's plan:
- (1) Must be a money purchase plan which would satisfy the definition under Section 1.31 of a safe harbor plan, irrespective of whether the safe harbor exception applies.
- (2) Must satisfy the features and, if a defined benefit plan, the method of reduction described in an addendum to this Adoption Agreement, numbered 1.31.

ARTICLE II
EMPLOYEE PARTICIPANTS

2.01 ELIGIBILITY.

Eligibility conditions. To become a Participant in the Plan, an Employee must satisfy the following eligibility conditions: (Choose (a) or (b) or both; (c) is optional as an additional election)

- (a) Attainment of age 18 (specify age, not exceeding 21).
- (b) Service requirement. (Choose one of (1) through (3))
- (1) One Year of Service.
- (2) ___ months (not exceeding 12) following the Employee's Employment Commencement Date.
- (3) One Hour of Service.
- (c) Special requirements for non-401(k) portion of plan. (Make elections under (1) and under (2))
- (1) The requirements of this Option (c) apply to participation in: (Choose at least one of (i) through (iii))
- (i) The allocation of Employer nonelective contributions and Participant forfeitures.

(ii) The allocation of Employer matching contributions (including forfeitures allocated as matching contributions).

(iii) The allocation of Employer qualified nonelective contributions.

(2) For participation in the allocations described in (1), the eligibility conditions are: (Choose at least one of (i) through (iv))

(i) _ (one or two) Year(s) of Service, without an intervening Break in Service (as described in Section 2.03(A) of the Plan) if the requirement is two Years of Service.

(ii) _ months (not exceeding 24) following the Employee's Employment Commencement Date.

(iii) One Hour of Service.

(iv) Attainment of age _ (Specify age, not exceeding 21).

Plan Entry Date. "Plan Entry Date" means the Effective Date and: (Choose (d), (e) or (f))

(d) Semi-annual Entry Dates. The first day of the Plan Year and the first day of the seventh month of the Plan Year.

(e) The first day of the Plan Year.

(f) (Specify entry dates) THE FIRST DAY OF EACH MONTH.

Time of Participation. An Employee will become a Participant (and, if applicable, will participate in the allocations described in Option (c)(1)), unless excluded under Adoption Agreement Section 1.07, on the Plan Entry Date (if employed on that date): (Choose (g), (h) or (i))

(g) immediately following

(h) immediately preceding

(i) nearest

the date the Employee completes the eligibility conditions described in Options (a) and (b) (or in Option (c)(2) if applicable) of this Adoption Agreement Section 2.01. [Note: The Employer must coordinate the selection of (g), (h) or (i) with the "Plan Entry Date" selection in (d), (e) or (f). Unless otherwise excluded under Section 1.07, the Employee must become a Participant by the earlier of: (1) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of Code Section 410(a); or (2) 6 months after the date the Employee completes those requirements.]

Dual eligibility. The eligibility conditions of this Section 2.01 apply to: (Choose (j) or (k))

- (j) All Employees of the Employer, except: (Choose (1) or (2))
- (1) No exceptions.
- (2) Employees who are Participants in the Plan as of the Effective Date.

- (k) Solely to an Employee employed by the Employer after_____. If the Employee was employed by the Employer on or before the specified date, the Employee will become a Participant: (Choose (1), (2) or (3))
- (1) On the latest of the Effective Date, his Employment Commencement Date or the date he attains age _ (not to exceed 21).
- (2) Under the eligibility conditions in effect under the Plan prior to the restated Effective Date. If the restated Plan required more than one Year of Service to participate, the eligibility condition under this Option (2) for participation in the Code Section 401(k) arrangement under this Plan is one Year of Service for Plan Years beginning after December 31, 1988. [For restated plans only]
- (3) (Specify)_____.

2.02 YEAR OF SERVICE - PARTICIPATION.

Hours of Service. An Employee must complete: (Choose (a) or (b))

- (a) 1,000 Hours of Service
- (b) 1 Hours of Service

during an eligibility computation period to receive credit for a Year of Service. [Note: The Hours of Service requirement may not exceed 1,000.]

Eligibility computation period. After the initial eligibility computation period described in Section 2.02 of the Plan, the Plan measures the eligibility computation period as: (Choose (c) or (d))

- (c) The 12 consecutive month period beginning with each anniversary of an Employee's Employment Commencement Date.
- (d) The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.

2.03 BREAK IN SERVICE - PARTICIPATION. The Break in Service rule described in Section 2.03(B) of the Plan: (Choose (a) or (b))

(a) Does not apply to the Employer's Plan.

(b) Applies to the Employer's Plan.

2.06 ELECTION NOT TO PARTICIPATE. The Plan: (Choose (a) or (b))

(a) Does not permit an eligible Employee or a Participant to elect not to participate.

(b) Does permit an eligible Employee or a Participant to elect not to participate in accordance with Section 2.06 and with the following rules: (Complete (1), (2), (3) and (4))

(1) An election is effective for a Plan Year if filed no later than _____.

(2) An election not to participate must be effective for at least __ Plan Year(s).

(3) Following a re-election to participate, the Employee or Participant:

(i) May not again elect not to participate for any subsequent Plan Year.

(ii) May again elect not to participate, but not earlier than the _____ Plan Year following the Plan Year in which the re-election first was effective.

(4) (Specify) N/A [Insert "N/A" if no other rules apply].

ARTICLE III EMPLOYER CONTRIBUTIONS AND FORFEITURES

3.01 AMOUNT.

Part I. [Options (a) through (g)] Amount of Employer's contribution. The Employer's annual contribution to the Trust will equal the total amount of deferral contributions, matching contributions, qualified nonelective contributions and nonelective contributions, as determined under this Section 3.01. (Choose any combination of (a), (b), (c) and (d), or choose (e))

(a) Deferral contributions (Code Section 401(k) arrangement). (Choose (1) or (2) or both)

(1) Salary reduction arrangement. The Employer must contribute the amount by which the Participants have reduced their Compensation for the Plan Year, pursuant to their salary reduction agreements on file with the Advisory Committee. A reference in the Plan to salary reduction contributions is a reference to these amounts.

(2) Cash or deferred arrangement. The Employer will contribute on behalf of each Participant the portion of the Participant's proportionate share of the cash or deferred contribution which he has not elected to receive in cash. See Section 14.02 of the Plan. The Employer's cash or deferred contribution is the amount the Employer may from time to time deem advisable which the Employer designates as a cash or deferred contribution prior to making that contribution to the Trust.

(b) Matching contributions. The Employer will make matching contributions in accordance with the formula(s) elected in Part II of this Adoption Agreement Section 3.01.

(c) Designated qualified nonelective contributions. The Employer, in its sole discretion, may contribute an amount which it designates as a qualified nonelective contribution.

(d) Nonelective contributions. (Choose any combination of (1) through (4))

(1) Discretionary contribution. The amount (or additional amount) the Employer may from time to time deem advisable.

(2) The amount (or additional amount) the Employer may from time to time deem advisable, separately determined for each of the following classifications of Participants: (Choose (i) or (ii))

(i) Nonhighly Compensated Employees and Highly Compensated Employees.

(ii) (Specify classifications) _____.

Under this Option (2), the Advisory Committee will allocate the amount contributed for each Participant classification in accordance with Part II of Adoption Agreement Section 3.04, as if the Participants in that classification were the only Participants in the Plan.

(3) ___% of the Compensation of all Participants under the Plan, determined for the Employer's taxable year for which it makes the contribution. [Note: The percentage selected may not exceed 15%.]

(4) ___% of Net Profits but not more than \$_____.

(e) Frozen Plan. This Plan is a frozen Plan effective _____. The Employer will not contribute to the Plan with respect to any period following the stated date.

Net Profits. The Employer: (Choose (f) or (g))

(f) Need not have Net Profits to make its annual contribution under this Plan.

(g) Must have current or accumulated Net Profits exceeding \$_____ to make the following contributions: (Choose at least one)

- (1) Cash or deferred contributions described in Option (a)(2).
- (2) Matching contributions described in Option (b), except: _____.
- (3) Qualified nonelective contributions described in Option (c).
- (4) Nonelective contributions described in Option (d).

The term "Net Profits" means the Employer's net income or profits for any taxable year determined by the Employer upon the basis of its books of account in accordance with generally accepted accounting practices consistently applied without any deductions for Federal and state taxes upon income or for contributions made by the Employer under this Plan or under any other employee benefit plan the Employer maintains. The term "Net Profits" specifically excludes _____.

_____. [Note: Enter "N/A" if no exclusions apply.]

If the Employer requires Net Profits for matching contributions and the Employer does not have sufficient Net Profits under Option (g), it will reduce the matching contribution under a fixed formula on a prorata basis for all Participants. A Participant's share of the reduced contribution will bear the same ratio as the matching contribution the Participant would have received if Net Profits were sufficient bears to the total matching contribution all Participants would have received if Net Profits were sufficient. If more than one member of a related group (as defined in Section 1.3 execute this Adoption Agreement, each participating member will determine Net Profits separately but will not apply this reduction unless, after combining the separately determined Net Profits, the aggregate Net Profits are insufficient to satisfy the matching contribution liability. "Net Profits" includes both current and accumulated Net Profits.

Part II. [Options (h) through (j)] Matching contribution formula. [Note: If the Employer elected Option (b), complete Options (h), (i) and (j).]

- (h) Amount of matching contributions. For each Plan Year, the Employer's matching contribution is: (Choose any combination of (1), (2), (3), (4) and (5))
 - (1) An amount equal to ___% of each Participant's eligible contributions for the Plan Year.
 - (2) An amount equal to ___% of each Participant's first tier of eligible contributions for the Plan Year, plus the following matching percentage(s) for the following subsequent tiers of eligible contributions for the Plan _____.

(3) Discretionary formula.

(i) An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of the Participant's eligible contributions for the Plan Year.

(ii) An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each tier of the Participant's eligible contributions for the Plan Year.

(4) An amount equal to the following percentage of each Participant's eligible contributions for the Plan Year, based on the Participant's Years of Service:

Number of Years of Service	Matching Percentage
-----	-----
----	----
----	----
----	----

The Advisory Committee will apply this formula by determining Years of Service as follows:_____.

(5) A Participant's matching contributions may not: (Choose (i) or (ii))

(i) Exceed 1,250.00.

(ii) Be less than _____.

Related Employers. If two or more related employers (as defined in Section 1.30) contribute to this Plan, the related employers may elect different matching contribution formulas by attaching to the Adoption Agreement a separately completed copy of this Part II. Note: Separate matching contribution formulas create separate current benefit structures that must satisfy the minimum participation test of Code Section 401(a)(26).]

- [X] (i) Definition of eligible contributions. Subject to the requirements of Option (j), the term "eligible contributions" means: (Choose any combination of (1) through (3))
 - [X] (1) Salary reduction contributions.
 - [] (2) Cash or deferred contributions (including any part of the Participant's proportionate share of the cash or deferred contribution which the Employer defers without the Participant's election).
 - [] (3) Participant mandatory contributions, as designated in Adoption Agreement Section 4.01. See Section 14.04 of the Plan.

- [X] (j) Amount of eligible contributions taken into account. When determining a Participant's eligible contributions taken into account under the matching contributions formula(s), the following rules apply: (Choose any combination of (1) through (4))
 - [] (1) The Advisory Committee will take into account all eligible contributions credited for the Plan Year.
 - [X] (2) The Advisory Committee will disregard eligible contributions exceeding 6% OF A PARTICIPANTS COMPENSATION.
 - [] (3) The Advisory Committee will treat as the first tier of eligible contributions, an amount not exceeding:

The subsequent tiers of eligible contributions are:
_____.
 - [] (4) (Specify)_____.

Part III. [Options (k) and (l)]. Special rules for Code Section 401(k) Arrangement. (Choose (k) or (l), or both, as applicable)

[X] (k) Salary Reduction Agreements. The following rules and restrictions apply to an Employee's salary reduction agreement: (Make a selection under (1), (2), (3) and (4))

(1) Limitation on amount. The Employee's salary reduction contributions: (Choose (i) or at least one of (ii) or (iii))

[] (i) No maximum limitation other than as provided in the Plan.

[X] (ii) May not exceed 15% of Compensation for the Plan Year, subject to the annual additions limitation described in Part 2 of Article III and the 402(g) limitation described in Section 14.07 of the Plan.

[] (iii) Based on percentages of Compensation must equal at least _____.

(2) An Employee may revoke, on a prospective basis, a salary reduction agreement: (Choose (i), (ii), (iii) or (iv))

[X] (i) Once during any Plan Year but not later than THE LAST DAY of the Plan Year.

[] (ii) As of any Plan Entry Date.

[] (iii) As of the first day of any month.

[] (iv) (Specify, but must be at least once per Plan Year) _____.

(3) An Employee who revokes his salary reduction agreement may file a new salary reduction agreement with an effective date:

(Choose (i), (ii), (iii) or (iv))

[] (i) No earlier than the first day of the next Plan Year.

[] (ii) As of any subsequent Plan Entry Date.

[] (iii) As of the first day of any month subsequent to the month in which he revoked an Agreement.

[X] (iv) (Specify, but must be at least once per Plan Year following the Plan Year of revocation) FIRST PAY PERIOD IN THE NEXT PLAN YEAR.

(4) A Participant may increase or may decrease, on a prospective basis, his salary reduction percentage (Choose (i), (ii), (iii) or (iv))

(i) As of the beginning of each payroll period.

(ii) As of the first day of each month.

(iii) As of any Plan Entry Date.

(iv) (Specify, but must permit an increase or a decrease at least once per Plan Year) TWO TIMES PER YEAR EFFECTIVE ON THE PAY PERIOD FOLLOWING THE DAY IN WHICH THE COMPANY RECEIVES WRITTEN NOTICE.

(1) Cash or deferred contributions. For each Plan Year for which the Employer makes a designated cash or deferred contribution, a Participant may elect to receive directly in cash not more than the following portion (or, if less, the 402(g) limitation described in Section 14.07 of the Plan) of his proportionate share of that cash or deferred contribution:
(Choose (1) or (2))

(1) All or any portion.

(2) _____%.

3.04 CONTRIBUTION ALLOCATION. The Advisory Committee will allocate deferral contributions, matching contributions, qualified nonelective contributions and nonelective contributions in accordance with Section 14.06 and the elections under this Adoption Agreement Section 3.04.

Part I. [Options (a) through (d)]. Special Accounting Elections.
(Choose whichever elections are applicable to the Employer's Plan)

(a) Matching Contributions Account. The Advisory Committee will allocate matching contributions to a Participant's:
(Choose (1) or (2); (3) is available only in addition to (1))

(1) Regular Matching Contributions Account.

(2) Qualified Matching Contributions Account.

(3) Except, matching contributions under Option(s) _____ of Adoption Agreement Section 3.01 are allocable to the Qualified Matching Contributions Account.

(b) Special Allocation Dates for Salary Reduction Contributions. The Advisory Committee will allocate salary reduction contributions as of the Accounting Date and as of the following additional allocation dates: MARCH 31, JUNE 30, SEPTEMBER 30 AND DECEMBER 31.

(c) Special Allocation Dates for Matching Contributions. The Advisory Committee will allocate matching contributions as of the Accounting Date and as of the following additional allocation dates: MARCH 31, JUNE 30, SEPTEMBER 30 AND DECEMBER 31.

[X] (d) Designated Qualified Nonelective Contributions - Definition of Participant. For purposes of allocating the designated qualified nonelective contribution, "Participant" means: (Choose (1), (2) or (3))

[] (1) All Participants.

[X] (2) Participants who are Nonhighly Compensated Employees for the Plan Year.

[] (3) (Specify)_____.

Part II. Method of Allocation - Nonelective Contribution. Subject to any restoration allocation required under Section 5.04, the Advisory Committee will allocate and credit each annual nonelective contribution (and Participant forfeitures treated as nonelective contributions) to the Employer Contributions Account of each Participant who satisfies the conditions of Section 3.06, in accordance with the allocation method selected under this Section 3.04. If the Employer elects Option (e)(2), Option (g)(2) or Option (h), for the first 3% of Compensation allocated to all Participants, "Compensation" does not include any exclusions elected under Adoption Agreement Section 1.12 (other than the exclusion of elective contributions), and the Advisory Committee must take into account the Participant's Compensation for the entire Plan Year. (Choose an allocation method under (e), (f), (g) or (h); (i) is mandatory if the Employer elects (f), (g) or (h); (j) is optional in addition to any other election.)

[X] (e) Nonintegrated Allocation Formula. (Choose (1) or (2))

[X] (1) The Advisory Committee will allocate the annual nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

[] (2) The Advisory Committee will allocate the annual nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year. For purposes of this Option (2), "Participant" means, in addition to a Participant who satisfies the requirements of Section 3.06 for the Plan Year, any other Participant entitled to a top heavy minimum allocation under Section 3.04(B), but such Participant's allocation will not exceed 3% of his Compensation for the Plan Year.

[] (f) Two-Tiered Integrated Allocation Formula - Maximum Disparity. First, the Advisory Committee will allocate the annual Employer nonelective contributions in the same ratio that each Participant's Compensation plus Excess Compensation for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this paragraph, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4% or 4.3%) listed under the Maximum Disparity Table following Option (i).

The Advisory Committee then will allocate any remaining nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

[] (g) Three-Tiered Integrated Allocation Formula. First, the Advisory Committee will allocate the annual Employer nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year. The allocation under this paragraph, as a percentage of each Participant's Compensation may not exceed the applicable percentage (5.7%, 5.4% or 4.3%) listed under the Maximum Disparity Table following Option (i). Solely for purposes of the allocation in this first paragraph, "Participant" means, in addition to a Participant who satisfies the requirements of Section 3.06 for the Plan Year: (Choose (1) or (2))

[] (1) No other Participant.

[] (2) Any other Participant entitled to a top heavy minimum allocation under Section 3.04(B), but such Participant's allocation under this Option (g) will not exceed 3% of his Compensation for the Plan Year.

As a second tier allocation, the Advisory Committee will allocate the nonelective contributions in the same ratio that each Participant's Excess Compensation for the Plan Year bears to the total Excess Compensation of all Participants for the Plan Year. The allocation under this paragraph, as a percentage of each Participant's Excess Compensation, may not exceed the allocation percentage in the first paragraph.

Finally, the Advisory Committee will allocate any remaining nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(h) Four-Tiered Integrated Allocation Formula. First, the Advisory Committee will allocate the annual Employer nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, but not exceeding 3% of each Participant's Compensation. Solely for purposes of this first tier allocation, a "Participant" means, in addition to any Participant who satisfies the requirements of Section 3.06 for the Plan Year, any other Participant entitled to a top heavy minimum allocation under Section 3.04(B) of the Plan.

As a second tier allocation, the Advisory Committee will allocate the nonelective contributions in the same ratio that each Participant's Excess Compensation for the Plan Year bears to the total Excess Compensation of all Participants for the Plan Year, but not exceeding 3% of each Participant's Excess Compensation.

As a third tier allocation, the Advisory Committee will allocate the annual Employer contributions in the same ratio that each Participant's Compensation plus Excess Compensation for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this paragraph, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (2.7%, 2.4% or 1.3%) listed under the Maximum Disparity Table following Option (i).

The Advisory Committee then will allocate any remaining nonelective contributions in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(i) Excess Compensation. For purposes of Option (f), (g) or (h), "Excess Compensation" means Compensation in excess of the following Integration Level: (Choose (1) or (2))

(1) ___% (not exceeding 100%) of the taxable wage base, as determined under Section 230 of the Social Security Act, in effect on the first day of the Plan Year: (Choose any combination of (i) and (ii) or choose (iii))

(i) Rounded to _____ (but not exceeding the taxable wage base).

(ii) But not greater than \$___.

(iii) Without any further adjustment or limitation.

(2) \$_____ [Note: Not exceeding the taxable wage base for the Plan Year in which this Adoption Agreement first is effective.]

Maximum Disparity Table. For purposes of Options (f), (g) and (h), the applicable percentage is:

Integration Level (as percentage of taxable wage base)	Applicable Percentages for Option (f) or Option (g)	Applicable Percentages for Option (h)
100%	5.7%	2.7%
More than 80% but less than 100%	5.4%	2.4%
More than 20% (but not less than \$10,001) and not more than 80%	4.3%	1.3%
20% (or \$10,000, if greater) or less	5.7%	2.7%

Allocation offset. The Advisory Committee will reduce a Participant's allocation otherwise made under Part II of this Section 3.04 by the Participant's allocation under the following qualified plan(s) maintained by the Employer: _____

The Advisory Committee will determine this allocation reduction: (Choose (1) or (2))

(1) By treating the term "nonelective contribution" as including all amounts paid or accrued by the Employer during the Plan Year to the qualified plan(s) referenced under this Option (j). If a Participant under this Plan also participates in that other plan, the Advisory Committee will treat the amount the Employer contributes for or during a Plan Year on behalf of a particular Participant under such other plan as an amount allocated under this Plan to that Participant's Account for that Plan Year. The Advisory Committee will make the computation of allocation required under the immediately preceding sentence before making any allocation of nonelective contributions under this Section 3.04.

(2) In accordance with the formula provided in an addendum to this Adoption Agreement, numbered 3.04(j).

Top Heavy Minimum Allocation - Method of Compliance. If a Participant's allocation under this Section 3.04 is less than the top heavy minimum allocation to which he is entitled under Section 3.04(B): (Choose (k) or (l))

(k) The Employer will make any necessary additional contribution to the Participant's Account, as described in Section 3.04(B)(7)(a) of the Plan.

(1) The Employer will satisfy the top heavy minimum allocation under the following plan(s) it maintains: _____.

However, the Employer will make any necessary additional contribution to satisfy the top heavy minimum allocation for an Employee covered only under this Plan and not under the other plan(s) designated in this Option (1). See Section 3.04(B)(7)(b) of the Plan.

If the Employer maintains another plan, the Employer may provide in an addendum to this Adoption Agreement, numbered Section 3.04, any modifications to the Plan necessary to satisfy the top heavy requirements under Code Section 416.

Related employers. If two or more related employers (as defined in Section 1.30) contribute to this Plan, the Advisory Committee must allocate all Employer nonelective contributions (and forfeitures treated as nonelective contributions) to each Participant in the Plan, in accordance with the elections in this Adoption Agreement Section 3.04: (Choose (m) or (n))

(m) Without regard to which contributing related group member employs the Participant.

(n) Only to the Participants directly employed by the contributing Employer. If a Participant receives Compensation from more than one contributing Employer, the Advisory Committee will determine the allocations under this Adoption Agreement Section 3.04 by prorating among the participating Employers the Participant's Compensation and, if applicable, the Participant's Integration Level under Option (i).

3.05 FORFEITURE ALLOCATION. Subject to any restoration allocation required under Sections 5.04 or 9.14, the Advisory Committee will allocate a Participant forfeiture in accordance with Section 3.04: (Choose (a) or (b); (c) and (d) are optional in addition to (a) or (b))

(a) As an Employer nonelective contribution for the Plan Year in which the forfeiture occurs, as if the Participant forfeiture were an additional nonelective contribution for that Plan Year.

(b) To reduce the Employer matching contributions and nonelective contributions for the Plan Year: (Choose (1) or (2))

(1) in which the forfeiture occurs.

(2) immediately following the Plan Year in which the forfeiture occurs.

(c) To the extent attributable to matching contributions: (Choose (1), (2) or (3))

(1) In the manner elected under Options (a) or (b).

(2) First to reduce Employer matching contributions for the Plan Year: (Choose (i) or (ii))

(i) in which the forfeiture occurs,

(ii) immediately following the Plan Year in which the forfeiture occurs,

then as elected in Options (a) or (b).

(3) As a discretionary matching contribution for the Plan Year in which the forfeiture occurs, in lieu of the manner elected under Options (a) or (b).

(d) First to reduce the Plan's ordinary and necessary administrative expenses for the Plan Year and then will allocate any remaining forfeitures in the manner described in Options (a), (b) or (c), whichever applies. If the Employer elects Option (c), the forfeitures used to reduce Plan expenses: (Choose (1) or (2))

(1) relate proportionately to forfeitures described in Option (c) and to forfeitures described in Options (a) or (b).

(2) relate first to forfeitures described in Option ____.

Allocation of forfeited excess aggregate contributions. The Advisory Committee will allocate any forfeited excess aggregate contributions (as described in Section 14.09): (Choose (e), (f) or (g))

(e) To reduce Employer matching contributions for the Plan Year: (Choose (1) or (2))

(1) in which the forfeiture occurs.

(2) immediately following the Plan Year in which the forfeiture occurs.

(f) As Employer discretionary matching contributions for the Plan Year in which forfeited, except the Advisory Committee will not allocate these forfeitures to the Highly Compensated Employees who incurred the forfeitures.

(g) In accordance with Options (a) through (d), whichever applies, except the Advisory Committee will not allocate these forfeitures under Option (a) or under Option (c)(3) to the Highly Compensated Employees who incurred the forfeitures.

3.06 ACCRUAL OF BENEFIT.

Compensation taken into account. For the Plan Year in which the Employee first becomes a Participant, the Advisory Committee will determine the allocation of any cash or deferred contribution, designated qualified nonelective contribution or nonelective contribution by taking into account: (Choose (a) or (b))

- (a) The Employee's Compensation for the entire Plan Year.
- (b) The Employee's Compensation for the portion of the Plan Year in which the Employee actually is a Participant in the Plan.

Accrual Requirements. Subject to the suspension of accrual requirements of Section 3.06(E) of the Plan, to receive an allocation of cash or deferred contributions, matching contributions, designated qualified nonelective contributions, nonelective contributions and Participant forfeitures, if any, for the Plan Year, a Participant must satisfy the conditions described in the following elections: (Choose (c) or at least one of (d) through (f))

- (c) Safe harbor rule. If the Participant is employed by the Employer on the last day of the Plan Year, the Participant must complete at least one Hour of Service for that Plan Year. If the Participant is not employed by the Employer on the last day of the Plan Year, the Participant must complete at least 501 Hours of Service during the Plan Year.

- (d) Hours of Service condition. The Participant must complete the following minimum number of Hours of Service during the Plan Year: (Choose at least one of (1) through (5))

- (1) 1,000 Hours of Service.

- (2) (Specify, but the number of Hours of Service may not exceed 1,000) _____.

- (3) No Hour of Service requirement if the Participant terminates employment during the Plan Year on account of. (Choose (i), (ii) or (iii))

- (i) Death.

- (ii) Disability.

- (iii) Attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

- (4) ___ Hours of Service (not exceeding 1,000) if the Participant terminates employment with the Employer during the Plan Year, subject to any election in Option (3).

- (5) No Hour of Service requirement for an allocation of the following contributions: EMPLOYER MATCHING CONTRIBUTIONS.

- (e) Employment condition. The Participant must be employed by the Employer on the last day of the Plan Year, irrespective of whether he satisfies any Hours of Service condition under Option (d), with the following exceptions: (Choose (1) or at least one of (2) through (5))

- (1) No exceptions.

- (2) Termination of employment because of death.

- (3) Termination of employment because of disability.
- (4) Termination of employment following attainment of Normal Retirement Age.
- (5) No employment condition for the following contributions: EMPLOYER MATCHING CONTRIBUTIONS.
- (f) (Specify other conditions, if applicable): _____
_____.

Suspension of Accrual Requirements. The suspension of accrual requirements of Section 3.06(E) of the Plan: (Choose (g), (h) or (i))

- (g) Applies to the Employer's Plan.
- (h) Does not apply to the Employer's Plan.
- (i) Applies in modified form to the Employer's Plan, as described in an addendum to this Adoption Agreement, numbered Section 3.06(E).

Special accrual requirements for matching contributions. If the Plan allocates matching contributions on two or more allocation dates for a Plan Year, the Advisory Committee, unless otherwise specified in Option (l), will apply any Hours of Service condition by dividing the required Hours of Service on a prorata basis to the allocation periods included in that Plan Year. Furthermore, a Participant who satisfies the conditions described in this Adoption Agreement Section 3.06 will receive an allocation of matching contributions (and forfeitures treated as matching contributions) only if the Participant satisfies the following additional condition(s): (Choose (j) or at least one of (k) or (l))

- (j) No additional conditions.
- (k) The Participant is not a Highly Compensated Employee for the Plan Year. This Option (k) applies to: (Choose (1) or (2))
 - (1) All matching contributions.
 - (2) Matching contributions described in Option(s) _____ of Adoption Agreement Section 3.01.
- (l) (Specify) _____.

3.15 MORE THAN ONE PLAN LIMITATION. If the provisions of Section 3.15 apply, the Excess Amount attributed to this Plan equals: (Choose (a), (b) or (c))

- (a) The product of:
 - (i) the total Excess Amount allocated as of such date (including any amount which the Advisory Committee would have allocated but for the limitations of Code Section 415), times

(ii) the ratio of (1) the amount allocated to the Participant as of such date under this Plan divided by (2) the total amount allocated as of such date under all qualified defined contribution plans (determined without regard to the limitations of Code Section 415).

(b) The total Excess Amount.

(c) None of the Excess Amount.

3.18 DEFINED BENEFIT PLAN LIMITATION.

Application of limitation. The limitation under Section 3.18 of the Plan:
(Choose (a) or (b))

(a) Does not apply to the Employer's Plan because the Employer does not maintain and never has maintained a defined benefit plan covering any Participant in this Plan.

(b) Applies to the Employer's Plan. To the extent necessary to satisfy the limitation under Section 3.18, the Employer will reduce:
(Choose (1) or (2))

(1) The Participant's projected annual benefit under the defined benefit plan under which the Participant participates.

(2) Its contribution or allocation on behalf of the Participant to the defined contribution plan under which the Participant participates and then, if necessary, the Participant's projected annual benefit under the defined benefit plan under which the Participant participates.

[Note: If the Employer selects (a), the remaining options in this Section 3.18 do not apply to the Employer's Plan.]

Coordination with top heavy minimum allocation. The Advisory Committee will apply the top heavy minimum allocation provisions of Section 3.04(B) of the Plan with the following modifications: (Choose (c) or at least one of (d) or (e))

(c) No modifications.

(d) For Non-Key Employees participating only in this Plan, the top heavy minimum allocation is the minimum allocation described in Section 3.04(B) determined by substituting ___% (not less than 4%) for "3%," except: (Choose (i) or (ii))

(i) No exceptions.

(ii) Plan Years in which the top heavy ratio exceeds 90%.

- (e) For Non-Key Employees also participating in the defined benefit plan, the top heavy minimum is: (Choose (1) or (2))
 - (1) 5% of Compensation (as determined under Section 3.04(B) of the Plan) irrespective of the contribution rate of any Key Employee, except: (Choose (i) or (ii))
 - (i) No exceptions.
 - (ii) Substituting "7-1/2%" for "5%" if the top heavy ratio does not exceed 90%.
 - (2) 0%. [Note: The Employer may not select this Option (2) unless the defined benefit plan satisfies the top heavy minimum benefit requirements of Code Section 416 for these Non-Key Employees.]

Actuarial Assumptions for Top Heavy Calculation. To determine the top heavy ratio, the Advisory Committee will use the following interest rate and mortality assumptions to value accrued benefits under a defined benefit plan: _____

If the elections under this Section 3.18 are not appropriate to satisfy the limitations of Section 3.18, or the top heavy requirements under Code Section 416, the Employer must provide the appropriate provisions in an addendum to this Adoption Agreement.

ARTICLE IV
PARTICIPANT CONTRIBUTIONS

4.01 PARTICIPANT NONDEDUCTIBLE CONTRIBUTIONS. The Plan: (Choose (a) or (b); (c) is available only with (b))

- (a) Does not permit Participant nondeductible contributions.
- (b) Permits Participant nondeductible contributions, pursuant to Section 14.04 of the Plan.
- (c) The following portion of the Participant's nondeductible contributions for the Plan Year are mandatory contributions under Option (i)(3) of Adoption Agreement Section 3.01: (Choose (1) or (2))
 - (1) The amount which is not less than: _____.
 - (2) The amount which is not greater than: _____.

Allocation dates. The Advisory Committee will allocate nondeductible contributions for each Plan Year as of the Accounting Date and the following additional allocation dates: (Choose (d) or (e))

- (d) No other allocation dates.
- (e) (Specify) _____
_____.

As of an allocation date, the Advisory Committee will credit all nondeductible contributions made for the relevant allocation period. Unless otherwise specified in (e), a nondeductible contribution relates to an allocation period only if actually made to the Trust no later than 30 days after that allocation period ends.

4.05 PARTICIPANT CONTRIBUTION - WITHDRAWAL/DISTRIBUTION. Subject to the restrictions of Article VI, the following distribution options apply to a Participant's Mandatory Contributions Account, if any, prior to his Separation from Service: (Choose (a) or at least one of (b) through (d))

- (a) No distribution options prior to Separation from Service.
- (b) The same distribution options applicable to the Deferral Contributions Account prior to the Participant's Separation from Service, as elected in Adoption Agreement Section 6.03.
- (c) Until he retires, the Participant has a continuing election to receive all or any portion of his Mandatory Contributions Account if: (Choose (1) or at least one of (2) through (4))
 - (1) No conditions.
 - (2) The mandatory contributions have accumulated for at least ___ Plan Years since the Plan Year for which contributed.
 - (3) The Participant suspends making nondeductible contributions for a period of ___ months.
 - (4) (Specify) _____.
- (d) (Specify) N/A.

ARTICLE V
TERMINATION OF SERVICE - PARTICIPANT VESTING

5.01 NORMAL RETIREMENT. Normal Retirement Age under the Plan is: (Choose (a) or (b))

- (a) 65 [State age, but may not exceed age 65].

[] (b) The later of the date the Participant attains ____ years of age or the ____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan. [The age selected may not exceed age 65 and the anniversary selected may not exceed the 5th.]

5.02 PARTICIPANT DEATH OR DISABILITY. The 100% vesting rule under Section 5.02 of the Plan: (Choose (a) or choose one or both of (b) and (c))

- [] (a) Does not apply.
- [X] (b) Applies to death.
- [X] (c) Applies to disability.

5.03 VESTING SCHEDULE.

Deferral Contributions Account/Qualified Matching Contributions Account/Qualified Nonelective Contributions Account/Mandatory Contributions Account. A Participant has a 100% Nonforfeitable interest at all times in his Deferral Contributions Account, his Qualified Matching Contributions Account, his Qualified Nonelective Contributions Account and in his Mandatory Contributions Account.

Regular Matching Contributions Account/Employer Contributions Account. With respect to a Participant's Regular Matching Contributions Account and Employer Contributions Account, the Employer elects the following vesting schedule: (Choose (a) or (b); (c) and (d) are available only as additional options)

- [] (a) Immediate vesting. 100% Nonforfeitable at all times. [Note: The Employer must elect Option (a) if the eligibility conditions under Adoption Agreement Section 2.01 (c) require 2 years of service or more than 12 months of employment.]
- [X] (b) Graduated Vesting Schedules.

Top Heavy Schedule (Mandatory)		Non Top Heavy Schedule (Optional)	
Years of Service	Nonforfeitable Percentage	Years of Service	Nonforfeitable Percentage
Less than 1	0%	Less than 1	%
1	0%	1	%
2	20%	2	%
3	40%	3	%
4	60%	4	%
5	80%	5	%
6 or more	100%	6	%
		7 or more	100%

(c) Special vesting election for Regular Matching Contributions Account. In lieu of the election under Options (a) or (b), the Employer elects the following vesting schedule for a Participant's Regular Matching Contributions Account: (Choose (1) or (2))

(1) 100% Nonforfeitable at all times.

(2) In accordance with the vesting schedule described in the addendum to this Adoption Agreement, numbered 5.03(c). [Note: If the Employer elects this Option (c)(2), the addendum must designate the applicable vesting schedule(s) using the same format as used in Option (b).]

[Note: Under Options (b) and (c)(2), the Employer must complete a Top Heavy Schedule which satisfies Code Section 416. The Employer, at its option, may complete a Non Top Heavy Schedule. The Non Top Heavy Schedule must satisfy Code Section 411(a)(2). Also see Section 7.05 of the Plan.]

(d) The Top Heavy Schedule under Option (b) (and, if applicable, under Option (c)(2)) applies: (Choose (1) or (2))

(1) Only in a Plan Year for which the Plan is top heavy.

(2) In the Plan Year for which the Plan first is top heavy and then in all subsequent Plan Years. [Note: The Employer may not elect Option (d) unless it has completed a Non Top Heavy Schedule.]

Minimum vesting. (Choose (e) or (f))

(e) The Plan does not apply a minimum vesting rule.

(f) A Participant's Nonforfeitable Accrued Benefit will never be less than the lesser of \$__ or his entire Accrued Benefit, even if the application of a graduated vesting schedule under Options (b) or (c) would result in a smaller Nonforfeitable Accrued Benefit.

Life Insurance Investments. The Participant's Accrued Benefit attributable to insurance contracts purchased on his behalf under Article XI is: (Choose (g) or (h))

(g) Subject to the vesting election under Options (a), (b) or (c).

(h) 100% Nonforfeitable at all times, irrespective of the vesting election under Options (b) or (c)(2).

5.04 CASH-OUT DISTRIBUTIONS TO PARTIALLY-VESTED PARTICIPANTS/
RESTORATION OF FORFEITED ACCRUED BENEFIT. The deemed cash-out rule described in Section 5.04(C) of the Plan: (Choose (a) or (b))

- (a) Does not apply.
- (b) Will apply to determine the timing of forfeitures for 0% vested Participants. A Participant is not a 0% vested Participant if he has a Deferral Contributions Account.

5.06 YEAR OF SERVICE - VESTING.

Vesting computation period. The Plan measures a Year of Service on the basis of the following 12 consecutive month periods: (Choose (a) or (b))

- (a) Plan Years.
- (b) Employment Years. An Employment Year is the 12 consecutive month period measured from the Employee's Employment Commencement Date and each successive 12 consecutive month period measured from each anniversary of that Employment Commencement Date.

Hours of Service. The minimum number of Hours of Service an Employee must complete during a vesting computation period to receive credit for a Year of Service is: (Choose (c) or (d))

- (c) 1,000 Hours of Service.
- (d) ___ Hours of Service. [Note: The Hours of Service requirement may not exceed 1,000.]

5.08 INCLUDED YEARS OF SERVICE - VESTING. The Employer specifically excludes the following Years of Service: (Choose (a) or at least one of (b) through (e))

- (a) None other than as specified in Section 5.08(a) of the Plan.
- (b) Any Year of Service before the Participant attained the age of ____. [Note: The age selected may not exceed age 18.]
- (c) Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (d) Any Year of Service before a Break in Service if the number of consecutive Breaks in Service equals or exceeds the greater of 5 or the aggregate number of the Years of Service prior to the Break. This exception applies only if the Participant is 0% vested in his Accrued Benefit derived from Employer contributions at the time he has a Break in Service. Furthermore, the aggregate number of Years of Service before a Break in Service do not include any Years of Service not required to be taken into account under this exception by reason of any prior Break in Service.
- (e) Any Year of Service earned prior to the effective date of ERISA if the Plan would have disregarded that Year of Service on account of an Employee's Separation from Service under a Plan provision in effect and adopted before January 1, 1974.

ARTICLE VI
TIME AND METHOD OF PAYMENTS OF BENEFITS

Code Section 411(d)(6) Protected Benefits. The elections under this Article VI may not eliminate Code Section 411(d)(6) protected benefits. To the extent the elections would eliminate a Code Section 411(d)(6) protected benefit, see Section 13.02 of the Plan. Furthermore, if the elections liberalize the optional forms of benefit under the Plan, the more liberal options apply on the later of the adoption date or the Effective Date of this Adoption Agreement.

6.01 TIME OF PAYMENT OF ACCRUED BENEFIT.

Distribution date. A distribution date under the Plan means MARCH 1, JUNE 1, SEPTEMBER 1, AND DECEMBER 1. [Note: The Employer must specify the appropriate date(s). The specified distribution dates primarily establish annuity starting dates and the notice and consent periods prescribed by the Plan. The Plan allows the Trustee an administratively practicable period of time to make the actual distribution relating to a particular distribution date.]

Nonforfeitable Accrued Benefit Not Exceeding \$3,500. Subject to the limitations of Section 6.01(A)(1), the distribution date for distribution of a Nonforfeitable Accrued Benefit not exceeding \$3,500 is: (Choose (a), (b), (c), (d) or (e))

- (a) _____ of the _____ Plan Year beginning after the Participant's Separation from Service.
- (b) AS SOON AS ADMINISTRATIVELY FEASIBLE AFTER THE VALUATION DATE following the Participant's Separation from Service.
- (c) _____ of the Plan Year after the Participant incurs __ Break(s) in Service (as defined in Article V).
- (d) following the Participant's attainment of Normal Retirement Age, but not earlier than _____ days following his Separation from Service.
- (e) (Specify) _____.

Nonforfeitable Accrued Benefit Exceeds \$3,500. See the elections under Section 6.03.

Disability. The distribution date, subject to Section 6.01(A)(3), is: (Choose (f), (g) or (h))

(f) _____ after the Participant terminates employment because of disability.

(g) The same as if the Participant had terminated employment without disability.

(h) (Specify)_____

Hardship. (Choose (i) or (j))

(i) The Plan does not permit a hardship distribution to a Participant who has separated from Service.

(j) The Plan permits a hardship distribution to a Participant who has separated from Service in accordance with the hardship distribution policy stated in: (Choose (1), (2) or (3))

(1) Section 6.01(A)(4) of the Plan.

(2) Section 14.11 of the Plan.

(3) The addendum to this Adoption Agreement, numbered Section 6.01.

Default on a Loan. If a Participant or Beneficiary defaults on a loan made pursuant to a loan policy adopted by the Advisory Committee pursuant to Section 9.04, the Plan: (Choose (k), (l) or (m))

(k) Treats the default as a distributable event. The Trustee, at the time of the default, will reduce the Participant's Nonforfeitable Accrued Benefit by the lesser of the amount in default (plus accrued interest) or the Plan's security interest in that Nonforfeitable Accrued Benefit. To the extent the loan is attributable to the Participant's Deferral Contributions Account, Qualified Matching Contributions Account or Qualified Nonelective Contributions Account, the Trustee will not reduce the Participant's Nonforfeitable Accrued Benefit unless the Participant has separated from Service or unless the Participant has attained age 59-1/2.

(l) Does not treat the default as a distributable event. When an otherwise distributable event first occurs pursuant to Section 6.01 or Section 6.03 of the Plan, the Trustee will reduce the Participant's Nonforfeitable Accrued Benefit by the lesser of the amount in default (plus accrued interest) or the Plan's security interest in that Nonforfeitable Accrued Benefit.

(m) (Specify)_____

6.02 METHOD OF PAYMENT OF ACCRUED BENEFIT. The Advisory Committee will apply Section 6.02 of the Plan with the following modifications: (Choose (a) or at least one of (b), (c), (d) and (e))

(a) No modifications.

(b) Except as required under Section 6.01 of the Plan, a lump sum distribution is not available: _____
_____.

(c) An installment distribution: (Choose (1) or at least one of (2) or (3))

(1) Is not available under the Plan.

(2) May not exceed the lesser of _____ years or the maximum period permitted under Section 6.02.

(3) (Specify) _____.

(d) The Plan permits the following annuity options: _____
_____.

Any Participant who elects a life annuity option is subject to the requirements of Sections 6.04(A), (B), (C) and (D) of the Plan. See Section 6.04(E). [Note: The Employer may specify additional annuity options in an addendum to this Adoption Agreement, numbered 602(d).]

(e) If the Plan invests in qualifying Employer securities, as described in Section 10.03(F), a Participant eligible to elect distribution under Section 6.03 may elect to receive that distribution in Employer securities only in accordance with the provisions of the addendum to this Adoption Agreement, numbered 6.02(e).

6.03 BENEFIT PAYMENT ELECTIONS.

Participant Elections After Separation from Service. A Participant who is eligible to make distribution elections under Section 6.03 of the Plan may elect to commence distribution of his Nonforfeitable Accrued Benefit: (Choose at least one of (a) through (c))

(a) As of any distribution date, but not earlier than _____ of the _____ Plan Year beginning after the Participant's Separation from Service.

(b) As of the following date(s): (Choose at least one of Options (1) through (6))

(1) Any distribution date after the close of the Plan Year in which the Participant attains Normal Retirement Age.

(2) Any distribution date following his Separation from Service with the Employer.

(3) Any distribution date in the _____ Plan Year(s) beginning after his Separation from Service.

- (4) Any distribution date in the Plan Year after the Participant incurs _____ Break(s) in Service (as defined in Article V).
- (5) Any distribution date following attainment of age ____ and completion of at least ____ Years of Service (as defined in Article V).
- (6) (Specify)_____.

(c) (Specify) AS OF ANY DISTRIBUTION DATE, BUT NOT EARLIER THAN THE FIRST DISTRIBUTION DATE AFTER THE VALUATION DATE FOLLOWING THE PARTICIPANT'S SEPARATION FROM SERVICE.

The distribution events described in the election(s) made under Options (a), (b) or (c) apply equally to all Accounts maintained for the Participant unless otherwise specified in Option (c).

Participant Elections Prior to Separation from Service - Regular Matching Contributions Account and Employer Contributions Account. Subject to the restrictions of Article VI, the following distribution options apply to a Participant's Regular Matching Contributions Account and Employer Contributions Account prior to his Separation from Service: (Choose (d) or at least one of (e) through (h))

(d) No distribution options prior to Separation from Service.

(e) Attainment of Specified Age. Until he retires, the Participant has a continuing election to receive all or any portion of his Non-forfeitable interest in these Accounts after he attains: (Choose (1) or (2))

(1) Normal Retirement Age.

(2) 59.5 years of age and is at least 100% vested in these Accounts. [Note: If the percentage is less than 100%, see the special vesting formula in Section 5.03.]

(f) After a Participant has participated in the Plan for a period of not less than ____ years and he is 100% vested in these Accounts, until he retires, the Participant has a continuing election to receive all or any portion of the Accounts. [Note: The number in the blank space may not be less than 5.]

(g) Hardship. A Participant may elect a hardship distribution prior to his Separation from Service in accordance with the hardship distribution policy: (Choose (1), (2) or (3); (4) is available only as an additional option)

(1) Under Section 6.01(A)(4) of the Plan.

(2) Under Section 14.11 of the Plan.

(3) Provided in the addendum to this Adoption Agreement, numbered Section 6.03.

(4) In no event may a Participant receive a hardship distribution before he is at least ___% vested in these Accounts. [Note: If the percentage in the blank is less than 100%, see the special vesting formula in Section 5.03.]

(h) (Specify) _____.

[Note: The Employer may use an addendum, numbered 6.03, to provide additional language authorized by Options (b)(6), (c), (g)(3) or (h) of this Adoption Agreement Section 6.03.]

Participant Elections Prior to Separation from Service - Deferral Contributions Account, Qualified Matching Contributions Account and Qualified Nonelective Contributions Account. Subject to the restrictions of Article VI, the following distribution options apply to a Participant's Deferral Contributions Account, Qualified Matching Contributions Account and Qualified Nonelective Contributions Account prior to his Separation from Service: (Choose (i) or at least one of (j) through (l))

(i) No distribution options prior to Separation from Service.

(j) Until he retires, the Participant has a continuing election to receive all or any portion of these Accounts after he attains:
(Choose (1) or (2))

(1) The later of Normal Retirement Age or age 59-1/2.

(2) Age 59.5 (at least 59-1/2).

(k) Hardship. A Participant, prior to this Separation from Service, may elect a hardship distribution from his Deferral Contributions Account in accordance with the hardship distribution policy under Section 14.11 of the Plan.

(l) (Specify) _____. [Note: Option (l) may not permit in service distributions prior to age 59-1/2 (other than hardship) and may not modify the hardship policy described in Section 14.11]

Sale of trade or business/subsidiary. If the Employer sells substantially all of the assets (within the meaning of Code Section 409(d)(2)) used in a trade or business or sells a subsidiary (within the meaning of Code Section 409(d)(3)), a Participant who continues employment with the acquiring corporation is eligible for distribution from his Deferral Contributions Account, Qualified Matching Contributions Account and Qualified Nonelective Contributions Account: (Choose (m) or (n))

(m) Only as described in this Adoption Agreement Section 6.03 for distributions prior to Separation from Service.

(n) As if he has a Separation from Service. After March 31, 1988, a distribution authorized solely by reason of this Option (n) must constitute a lump sum distribution, determined in a manner consistent with Code Section 401(k)(10) and the applicable Treasury regulations.

6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND SURVIVING SPOUSES. The annuity distribution requirements of Section 6.04: (Choose (a) or (b))

(a) Apply only to a Participant described in Section 6.04(E) of the Plan (relating to the profit sharing exception to the joint and survivor requirements).

(b) Apply to all Participants.

ARTICLE IX

ADVISORY COMMITTEE - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

9.10 VALUE OF PARTICIPANT'S ACCRUED BENEFIT. If a distribution (other than a distribution from a segregated Account and other than a collective distribution described in Sections 14.07, 14.08, 14.09 or 14.10 of the Plan) occurs more than 90 days after the most recent valuation date, the distribution will include interest at: (Choose (a), (b) or (c))

(a) 0% per annum. [Note: The percentage may equal 0%.]

(b) The 90 day Treasury bill rate in effect at the beginning of the current valuation period.

(c) (Specify)_____.

9.11 ALLOCATION AND DISTRIBUTION OF NET INCOME GAIN OR LOSS. Pursuant to Section 14.12, to determine the allocation of net income, gain or loss: (Complete only those items, if any, which are applicable to the Employer's Plan)

(a) For salary reduction contributions, the Advisory Committee will: (Choose (1), (2), (3), (4) or (5))

(1) Apply Section 9.11 without modification.

(2) Use the segregated account approach described in Section 14.12.

(3) Use the weighted average method described in Section 14.12, based on a _____ weighting period.

(4) Treat as part of the relevant Account at the beginning of the valuation period 50% of the salary reduction contributions: (Choose (i) or (ii))

(i) made during that valuation period.

(ii) made by the following specified time:_____.

- (5) Apply the allocation method described in the addendum to this Adoption Agreement numbered 9.11(a).
- (b) For matching contributions, the Advisory Committee will: (Choose (1), (2), (3) or (4))
 - (1) Apply Section 9.11 without modification.
 - (2) Use the weighted average method described in Section 14.12, based on a _____ weighting period.
 - (3) Treat as part of the relevant Account at the beginning of the valuation period 50% of the matching contributions allocated during the valuation period.
 - (4) Apply the allocation method described in the addendum to this Adoption Agreement numbered 9.11(b).
- (c) For Participant nondeductible contributions, the Advisory Committee will: (Choose (1), (2), (3), (4) or (5))
 - (1) Apply Section 9.11 without modification.
 - (2) Use the segregated account approach described in Section 14.12.
 - (3) Use the weighted average method described in Section 14.12, based on a _____ weighting period.
 - (4) Treat as part of the relevant Account at the beginning of the valuation period____% of the Participant nondeductible contributions: (Choose (i) or (ii))
 - (i) made during that valuation period.
 - (ii) made by the following specified time:_____.
 - (5) Apply the allocation method described in the addendum to this Adoption Agreement numbered 9.11(c).

ARTICLE X
TRUSTEE AND CUSTODIAN, POWERS AND DUTIES

10.03 INVESTMENT POWERS. Pursuant to Section 10.03[F] of the Plan, the aggregate investments in qualifying Employer securities and in qualifying Employer real property: (Choose (a) or (b))

- (a) May not exceed 10% of Plan assets.
- (b) May not exceed ____% of Plan assets. [Note: The percentage may not exceed 100%.]

10.14 VALUATION OF TRUST. In addition to each Accounting Date, the Trustee must value the Trust Fund on the following valuation date(s): (Choose (a) or (b))

- (a) No other mandatory valuation dates.
- (b) (Specify) MARCH 31, JUNE 30 AND SEPTEMBER 30.

EFFECTIVE DATE ADDENDUM
(Restated Plans Only)

The Employer must complete this addendum only if the restated Effective Date specified in Adoption Agreement Section 1.18 is different than the restated effective date for at least one of the provisions listed in this addendum. In lieu of the restated Effective Date in Adoption Agreement Section 1.18, the following special effective dates apply: (Choose whichever elections apply)

- (a) Compensation definition. The Compensation definition of Section 1.12 (other than the \$200,000 limitation) is effective for Plan Years beginning after _____. [Note: May not be effective later than the first day of the first Plan Year beginning after the Employer executes this Adoption Agreement to restate the Plan for the Tax Reform Act of 1986, if applicable.]
- (b) Eligibility conditions. The eligibility conditions specified in Adoption Agreement Section 2.01 are effective for Plan Years beginning after _____.
- (c) Suspension of Years of Service. The suspension of Years of Service rule elected under Adoption Agreement Section 2.03 is effective for Plan Years beginning after _____.
- (d) Contribution/allocation formula. The contribution formula elected under Adoption Agreement Section 3.01 and the method of allocation elected under Adoption Agreement Section 3.04 is effective for Plan Years beginning after _____.

- [] (e) Accrual requirements. The accrual requirements of Section 3.06 are effective for Plan Years beginning after _____.
- [] (f) Employment condition. The employment condition of Section 3.06 is effective for Plan Years beginning after _____.
- [] (g) Elimination of Net Profits. The requirement for the Employer not to have net profits to contribute to this Plan is effective for Plan Years beginning after _____. [Note: The date specified may not be earlier than December 31, 1985.]
- [] (h) Vesting Schedule. The vesting schedule elected under Adoption Agreement Section 5.03 is effective for Plan Years beginning after _____.
- [] (i) Allocation of Earnings. The special allocation provisions elected under Adoption Agreement Section 9.11 are effective for Plan Years beginning after _____.
- [] (j) (Specify) _____.

For Plan Years prior to the special Effective Date, the terms of the Plan prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special Effective Date may not result in the delay of a Plan provision beyond the permissible Effective Date under any applicable law requirements.

Execution Page

The Trustee (and Custodian, if applicable), by executing this Adoption Agreement, accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Prototype Plan and Trust. The Employer hereby agrees to the provisions of this Plan and Trust, and in witness of its agreement, the Employer by its duly authorized officers, has executed this Adoption Agreement, and the Trustee (and Custodian, if applicable) signified its acceptance, on this 14TH day of June, 1990.

Name and EIN of Employer: HUB CITY NORTH CENTRAL, L.P. 39-1245297

Signed: _____
ROLAND HAZLETT

Name(s) of Trustee: ASSOCIATED COMMERCE BANK

Signed: _____

Name of Custodian: _____

Signed: _____

[Note: A Trustee is mandatory, but a Custodian is optional. See Section 10.03 of the Plan.]

Plan Number. The 3-digit plan number the Employer assigns to this Plan for ERISA reporting purposes (Form 5500 Series) is: 001.

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The 3-digit number assigned to this Adoption Agreement (see page 1) is solely for the Regional Prototype Plan Sponsor's recordkeeping purposes and does not necessarily correspond to the plan number the Employer designated in the prior paragraph.

Reliance on Notification Letter. The Employer may not rely on the Regional Prototype Plan Sponsor's notification letter covering this Adoption Agreement. For reliance on the Plan's qualification, the Employer must obtain a determination letter from the applicable IRS Key District office.

PARTICIPATION AGREEMENT

For Participation by Related Group Members (Plan Section 1.30)

The undersigned Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section 1.03 of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Prototype Plan as made by _____, the Signatory Employer to the Execution Page of the Adoption Agreement.

1. The Effective Date of the undersigned Employer's participation in the designated Plan is: _____.

2. The undersigned Employer's adoption of this Plan constitutes:

[] (a) The adoption of a new plan by the Participating Employer.

[HUB CITY NORTH CENTRAL, L.P.] (b) The adoption of an amendment and restatement of a plan currently maintained by the Employer, identified as _____, and having an original effective date of ____.

Dated this ___ day of _____, 19__.

Name of Participating Employer: _____

Signed: _____

Participating Employer's EIN: ____

Acceptance by the Signatory Employer to the Execution Page of the Adoption Agreement and by the Trustee.

Name of Signatory Employer: _____

Accepted: _____
 [Date] Signed: _____

 Name(s) of Trustee: _____

Accepted: _____
 [Date] Signed: _____

[Note: Each Participating Employer must execute a separate Participation Agreement. See the Execution Page of the Adoption Agreement for important Prototype Plan information.]

LOAN POLICY

EXHIBIT A

The Advisory Committee of the HUB CITY NORTH CENTRAL, L.P. 401(K) PROFIT SHARING PLAN adopts the following loan policy pursuant to the terms of the Plan.

1. LOAN APPLICATION. Any Plan participant may apply for a loan from the Plan. For purposes of this loan policy, the term "participant" means any participant or beneficiary who is party in interest (as determined under ERISA Section 3(14)) with respect to the Plan. A participant must apply for each loan in writing with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan. The Advisory Committee will not approve any loan if a participant is not creditworthy.

In order to be creditworthy, the participant must have established in his or her community, a reputation which would entitle him or her to a similar loan from a commercial or business lender. In applying for the loan from the Plan, each participant must give full authority to investigate his or her creditworthiness.

2. LIMITATION ON LOAN AMOUNT/PURPOSE OF LOAN. The Advisory Committee will not approve any loan to a participant in an amount which exceeds 50% of his or her nonforfeitable accrued benefit (account balance), as reflected by the books and records of the Plan. The maximum aggregate dollar amount of loans outstanding to any participant may not exceed \$50,000 as aggregated with all participant loans from other employer qualified plans, reduced by the excess of the participant's highest outstanding participant loan balance during the 12-month period ending on the date of the loan over the participant's current outstanding participant loan balance on the date of the loan. A participant may not request a loan for less than \$1000.00.

3. EVIDENCE AND TERMS OF LOAN. The Advisory Committee will document every loan in the form of a promissory note signed by the participant for the face amount of the loan, together with a commercially reasonable rate of interest. The Advisory Committee will determine the appropriate interest rate by obtaining at least one quote from a financial institution, as chosen by the Advisory Committee, that is in the business of lending money. The interest rate quote(s) must take into account the term of the loan, the security on that loan, the creditworthiness of the participant, whether the interest rate is adjustable during the term of the loan, and the intended use of the loan proceeds, if known, and must reflect a commercially reasonable rate for the geographical region in which the participant lives. If participants in the Plan live in different geographical regions, the Advisory Committee may establish a uniform commercially reasonable interest rate applicable to all regions based on information obtained from at least one region in which participants live. The Advisory Committee must reevaluate interest rates for loans made more than one month since the last loan made by the Plan.

A loan may provide a fixed rate of interest of one and one half percent above the current Prime Rate. The Advisory Committee will determine

whether the interest rate is commercially reasonable at the time it approves the loan and, in the case of an adjustable rate loan, at the time of each scheduled adjustment. The loan must provide at least quarterly payments under a level amortization schedule. All loan payments must be under payroll deduction.

The loan may permit a suspension of payments for a period not exceeding one year which occurs during an approved leave of absence. The Advisory Committee will fix the term for repayments of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. The Advisory Committee may fix the term for repayment of a home loan for a period not to exceed 15 years. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the participant will use as a principal residence.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the participant.

4. SECURITY FOR LOAN. A participant must secure each loan with an irrevocable pledge and assignment of 50% of the nonforfeitable amount of the borrowing participant's accrued benefit under the Plan or other security (e.g., principal residence) the Advisory Committee accepts and finds to be adequate, or both 50% of the participant's accrued benefit and other security. The Advisory Committee may request the borrowing participant to secure each loan with additional collateral acceptable to the Advisory Committee or to substitute collateral given for the loan.

5. FORM OF PLEDGE. If the participant secures the loan wholly or partly with 50% of his vested accrued benefit, the pledge and assignment of that portion of his accrued benefit will be in the form attached to this Loan Policy.

6. DEFAULT/RISK OF LOSS. The Advisory Committee will treat this loan in default if:

- (a) any scheduled payment remains unpaid more than 90 days;
- (b) the making or furnishing of any representation or statement to the Plan by or on behalf of the participant which proves to have been false in any material respect when made or furnished;
- (c) loss, theft, damage, destruction, sale or encumbrance to or of any of the collateral, or the making of any levy seizure or attachment thereof or thereon;
- (d) death, dissolution, insolvency, business failure, appointment of receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against the participant.

The participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the plan, request distribution of the note. If the loan remains in default, the Advisory Committee has the option of foreclosing on any other security it holds or, to the extent a distribution to the participant is permissible under the Plan, offset the participant's vested account balance by the outstanding balance of the loan. The Advisory Committee will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the participant remains obligated for any unpaid principal and accrued interest.

The Plan intends this loan program not to place other participants at risk with respect to their interests in the Plan. In this regard, the Advisory Committee will administer any participant loan as a participant directed investment of that portion of the participant's vested account balance equal to the outstanding principal balance of the loan. The Plan will credit that portion of the participant's interest with the interest earned on the note and with principal payments received by the participant. The Plan also will charge that portion of the participant's account balance with expenses directly related to the organization, maintenance and collection of the note.

Dated this 14th day of June, 1990.

"ADVISORY COMMITTEE"

ROLAND HAZLETT

ROBERTA HAZLETT

SOLUTION OF BOARD OF DIRECTORS

OF THE

HUB CITY NORTH CENTRAL, L.P.

I hereby certify that the following is a true copy of resolutions duly adopted by the Board of Directors of the Employer at a special meeting held on June 14, 1990.

WHEREAS, The Employer has previously adopted the Hub City North Central, L.P. 401(k) Profit-Sharing Plan and Trust (hereinafter called the "Plan and Trust") effective as of January 1, 1985.

WHEREAS, The Employer desires to amend and restate the Plan and Trust.

WHEREAS, The Board of Directors deems it in the best interest of the Company and the Participants in the Plan and Trust to remove First Interstate Bank as Trustee and appoint a Successor as indicated below:

NOW THEREFORE, Be it resolved, that First Interstate Bank is hereby removed as Trustee of the Plan and Trust and that Associated Commerce Bank is hereby named Successor Trustee of the Plan and Trust effective as of the date signed below.

RESOLVED, That Associated Commerce Bank has been named Investment Manager of the Plan and Trust with full investment authority.

RESOLVED, That effective immediately funds are to be transferred or paid to Associated Commerce Bank as Successor Trustee of the Plan and Trust effective as of the date signed below.

RESOLVED, That the Employer hereby amends and restates the Plan and Trust under the terms of the Associated Commerce Bank Prototype Cash or Deferred Profit-Sharing Plan effective for the Plan year beginning 01/01/87.

RESOLVED, That the Plan shall hereafter be known as the Hub City North Central, Inc. 401(k) Profit-Sharing Plan and Trust (the "Plan and Trust").

FURTHER RESOLVED, That the proper officers of the Employer are hereby authorized and directed to execute an Adoption Agreement setting forth the terms and conditions of the Employer's amended and restated Plan.

FURTHER RESOLVED, That the Treasurer is hereby authorized and directed to pay to the Trustee under the Employer's Plan, such sum or sums in accordance with the terms of said plan from year to year until otherwise directed by this board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Employer on this 14 day of June, 1990.

CORPORATE SEAL

HUB CITY NORTH CENTRAL, L.P.

BY _____

HUB GROUP EMPLOYEE PROFIT SHARING TRUST AND PLAN
(May 1, 1997 Restatement)

Fidelity Management Trust Company, its affiliates and employees may not provide you with legal or tax advice in connection with the execution of this document. It should be reviewed by your attorney and/or accountant prior to execution.

CORPORATEplan for RETIREMENT(SM)

VOLUME SUBMITTER
PLAN DOCUMENT SYSTEMS(TM)

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

- 1.1 - Plan Definitions
- 1.2 - Interpretation

ARTICLE II
SERVICE

- 2.1 - Definitions
- 2.2 - Crediting of Hours of Service
- 2.3 - Hours of Service Equivalencies
- 2.4 - Limitations on Crediting of Hours of Service
- 2.5 - Department of Labor Rules
- 2.6 - Years of Eligibility Service
- 2.7 - Years of Vesting Service
- 2.8 - Crediting of Service on Transfer or Amendment

ARTICLE III
ELIGIBILITY

- 3.1 - Eligibility
- 3.2 - Transfers of Employment
- 3.3 - Reemployment
- 3.4 - Notification Concerning New Eligible Employees
- 3.5 - Effect and Duration

ARTICLE IV
TAX-DEFERRED CONTRIBUTIONS

- 4.1 - Tax-Deferred Contributions
- 4.2 - Amount of Tax-Deferred Contributions
- 4.3 - Changes in Reduction Authorization
- 4.4 - Suspension of Tax-Deferred Contributions
- 4.5 - Resumption of Tax-Deferred Contributions
- 4.6 - Delivery of Tax-Deferred Contributions
- 4.7 - Vesting of Tax-Deferred Contributions

ARTICLE V
AFTER-TAX AND ROLLOVER CONTRIBUTIONS

- 5.1 - No After-Tax Contributions
- 5.2 - Rollover Contributions
- 5.3 - Vesting of Rollover Contributions

ARTICLE VI
EMPLOYER CONTRIBUTIONS

- 6.1 - Contribution Period
- 6.2 - Profit-Sharing Contributions
- 6.3 - Allocation of Profit-Sharing Contributions
- 6.4 - Matching Contributions
- 6.5 - Allocation of Matching Contributions
- 6.6 - Verification of Amount of Employer Contributions by the Sponsor
- 6.7 - Payment of Employer Contributions
- 6.8 - Eligibility to Participate in Allocation
- 6.9 - Vesting of Employer Contributions
- 6.10 - Election of Former Vesting Schedule

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

- 7.1 - Definitions
- 7.2 - Code Section 402(g) Limit
- 7.3 - Distribution of Excess Deferrals
- 7.4 - Limitation on Tax-Deferred Contributions of Highly Compensated Employees
- 7.5 - Distribution of Excess Tax-Deferred Contributions
- 7.6 - Limitation on Matching Contributions of Highly Compensated Employees
- 7.7 - Distribution of Excess Contributions
- 7.8 - Multiple Use Limitation
- 7.9 - Determination of Income or Loss
- 7.10 - Code Section 415 Limitations on Crediting of Contributions and Forfeitures
- 7.11 - Coverage Under Other Qualified Defined Contribution Plan
- 7.12 - Coverage Under Qualified Defined Benefit Plan
- 7.13 - Scope of Limitations

ARTICLE VIII
TRUST FUNDS AND SEPARATE ACCOUNTS

- 8.1 - General Fund
- 8.2 - Investment Funds
- 8.3 - Loan Investment Fund
- 8.4 - Income on Trust
- 8.5 - Separate Accounts
- 8.6 - Sub-Accounts

ARTICLE IX
LIFE INSURANCE CONTRACTS

- 9.1 - No Life Insurance Contracts

ARTICLE X
DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

- 10.1 - Future Contribution Investment Elections
- 10.2 - Deposit of Contributions
- 10.3 - Election to Transfer Between Funds

ARTICLE XI
CREDITING AND VALUING SEPARATE ACCOUNTS

- 11.1 - Crediting Separate Accounts
- 11.2 - Valuing Separate Accounts
- 11.3 - Plan Valuation Procedures
- 11.4 - Finality of Determinations
- 11.5 - Notification

ARTICLE XII
LOANS

- 12.1 - Application for Loan
- 12.2 - Reduction of Account Upon Distribution
- 12.3 - Requirements to Prevent a Taxable Distribution
- 12.4 - Administration of Loan Investment Fund
- 12.5 - Default
- 12.6 - Special Rules Applicable to Loans
- 12.7 - Loans Granted Prior to Amendment

ARTICLE XIII
WITHDRAWALS WHILE EMPLOYED

- 13.1 - Withdrawals of Rollover Contributions
- 13.2 - Withdrawals of Tax-Deferred Contributions
- 13.3 - Conditions and Limitations on Hardship Withdrawals
- 13.4 - Order of Withdrawal from a Participant's Sub-Accounts

ARTICLE XIV
TERMINATION OF EMPLOYMENT AND SETTLEMENT DATE

- 14.1 - Termination of Employment and Settlement Date

ARTICLE XV
DISTRIBUTIONS

- 15.1 - Distributions to Participants
- 15.2 - Distributions to Beneficiaries
- 15.3 - Cash Outs and Participant Consent
- 15.4 - Required Commencement of Distribution
- 15.5 - Reemployment of a Participant
- 15.6 - Restrictions on Alienation

- 15.7 - Facility of Payment
- 15.8 - Inability to Locate Payee
- 15.9 - Distribution Pursuant to Qualified Domestic Relations Orders

ARTICLE XVI
FORM OF PAYMENT

- 16.1 - Normal Form of Payment
- 16.2 - Optional Form of Payment
- 16.3 - Change of Option Election
- 16.4 - Direct Rollover
- 16.5 - Notice Regarding Forms of Payment
- 16.6 - Reemployment

ARTICLE XVII
BENEFICIARIES

- 17.1 - Designation of Beneficiary
- 17.2 - Spousal Consent Requirements

ARTICLE XVIII
ADMINISTRATION

- 18.1 - Authority of the Sponsor
- 18.2 - Action of the Sponsor
- 18.3 - Claims Review Procedure
- 18.4 - Qualified Domestic Relations Orders
- 18.5 - Indemnification
- 18.6 - Actions Binding

ARTICLE XIX
AMENDMENT AND TERMINATION

- 19.1 - Amendment
- 19.2 - Limitation on Amendment
- 19.3 - Termination
- 19.4 - Reorganization
- 19.5 - Withdrawal of an Employer

ARTICLE XX
ADOPTION BY OTHER ENTITIES

- 20.1 - Adoption by Other Entities
- 20.2 - Effective Plan Provisions

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- 21.1 - No Commitment as to Employment
- 21.2 - Benefits

- 21.3 - No Guarantees
- 21.4 - Expenses
- 21.5 - Precedent
- 21.6 - Duty to Furnish Information
- 21.7 - Withholding
- 21.8 - Merger, Consolidation, or Transfer of Plan Assets
- 21.9 - Back Pay Awards
- 21.10 - Condition on Employer Contributions
- 21.11 - Return of Contributions to an Employer
- 21.12 - Validity of Plan
- 21.13 - Trust Agreement
- 21.14 - Parties Bound
- 21.15 - Application of Certain Plan Provisions
- 21.16 - Leased Employees
- 21.17 - Transferred Funds

ARTICLE XXII

TOP-HEAVY PROVISIONS

- 22.1 - Definitions
- 22.2 - Applicability
- 22.3 - Minimum Employer Contribution
- 22.4 - Adjustments to Section 415 Limitations

ARTICLE XXIII

EFFECTIVE DATE

- 23.1 - Effective Date of Amendment and Restatement

PREAMBLE

The Hub Group Employee Profit Sharing Trust and Plan, originally effective as of January 1, 1986, is hereby amended and restated in its entirety. The Plan, as amended and restated hereby, is intended to qualify as a profit-sharing plan under Section 401(a) of the Code, and includes a cash or deferred arrangement that is intended to qualify under Section 401(k) of the Code. The Plan is maintained for the exclusive benefit of eligible employees and their beneficiaries.

Notwithstanding any other provision of the Plan to the contrary, a Participant's vested interest in his Separate Account under the Plan on and after the effective date of this amendment and restatement shall be not less than his vested interest in his account on the day immediately preceding the effective date. In addition, notwithstanding any other provision of the Plan to the contrary, the forms of payment and other Plan provisions that were available under the Plan immediately prior to the later of the effective date of this amendment and restatement or the date this amendment and restatement is adopted and that may not be eliminated under Section 411(d)(6) of the Code shall continue to be available to Participants who had an account under the Plan on the day immediately preceding the later of the effective date or the date this amendment and restatement is adopted.

ARTICLE I DEFINITIONS

1.1 - Plan Definitions

As used herein, the following words and phrases have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

The "Administrator" means the Sponsor unless the Sponsor designates another person or persons to act as such.

An "After-Tax Contribution" means any after-tax employee contribution made by a Participant as may be permitted under Article V.

The "Beneficiary" of a Participant means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Participant dies before receiving distribution of his entire interest under the Plan.

The "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a section of the Code includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "Compensation" of a Participant for any period means the wages as defined in Section 3401(a) of the Code, determined without regard to any rules that limit compensation included in wages based on the nature or

location of the employment or services performed, and all other payments made to him for such period for services as an Employee for which his Employer is required to furnish the Participant a written statement under Sections 6041(d), 6051(a)(3), and 6052 of the Code, and excluding reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits, but determined prior to any exclusions for amounts deferred under Section 125, 402(e)(3), 402(h)(1)(B), 403(b), or 457(b) of the Code or for certain contributions described in Section 414(h)(2) of the Code that are picked up by the employing unit and treated as employer contributions.

In no event, however, shall the Compensation of a Participant taken into account under the Plan for any Plan Year exceed (1) \$200,000 for Plan Years beginning prior to January 1, 1994, or (2) \$150,000 for Plan Years beginning on or after January 1, 1994 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code; provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning in such calendar year). If the Compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months. In determining the Compensation, for purposes of applying the annual compensation limitation described above, of a Participant who is a five percent owner or among the ten Highly Compensated Employees receiving the greatest Compensation for the Plan Year, the Compensation of the Participant's spouse and of his lineal descendants who have not attained age 19 as of the close of the Plan Year shall be included as Compensation of the Participant for the Plan Year. If as a result of applying the family aggregation rule described in the preceding sentence the annual compensation limitation would be exceeded, the limitation shall be prorated among the affected family members in proportion to each member's Compensation as determined prior to application of the family aggregation rules.

A "Contribution Period" means the period specified in Article VI for which Employer Contributions shall be made.

An "Eligible Employee" means any Employee who has met the eligibility requirements of Article III to have Tax-Deferred Contributions made to the Plan on his behalf.

The "Eligibility Service" of an employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his eligibility to participate in the Plan as may be required under Article III or Article VI.

An "Employee" means any employee of an Employer other than an employee who is covered by a collective bargaining agreement that does not specifically provide for coverage under the Plan.

An "Employer" means the Sponsor and any entity which has adopted the Plan

as may be provided under Article XX, including Hub City Atlanta, L.P., Hub City Mid-Atlantic, L.P., Hub City Alabama, L.P., Hub City Boston, L.P., Hub City Terminals, Inc., Hub City Cleveland, L.P., Hub City Dallas, L.P., Hub City Detroit, L.P., Hub City Houston, L.P., Hub City Indianapolis, L.P., Hub City Florida, L.P., Hub City Kansas City, L.P., Hub City Los Angeles, L.P., Hub City Tennessee, L.P., Hub City New Orleans, L.P., Hub City New York/New Jersey, L.P., Hub City Philadelphia, L.P., Hub City Pittsburgh, L.P., Hub City Portland, L.P., Hub City New York State, L.P., Hub City Rio Grande, L.P., Hub City Golden Gate, L.P., Hub City St. Louis, L.P., Hub City Ohio, L.P., Hub Group Distribution Services, HLX Company, L.L.C., Quality Services, L.L.C., Quality Services of Michigan, L.L.C. and Hub City New Haven, L.P.

An "Employer Contribution" means the amount, if any, that an Employer contributes to the Plan as may be provided under Article VI or Article XXII.

An "Enrollment Date" means the first day of each Plan Year quarter.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a section of ERISA includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "General Fund" means a Trust Fund maintained by the Trustee as required to hold and administer any assets of the Trust that are not allocated among any separate Investment Funds as may be provided in the Plan or the Trust Agreement. No General Fund shall be maintained if all assets of the Trust are allocated among separate Investment Funds.

A "Highly Compensated Employee" means an Employee or former Employee who is a highly compensated active employee or highly compensated former employee as defined hereunder.

A "highly compensated active employee" includes any Employee who performs services for an Employer during the determination year and who (i) was a five percent owner at any time during the determination year or the look back year, (ii) received compensation from an Employer during the look back year in excess of \$75,000 (subject to adjustment annually at the same time and in the same manner as under Section 415(d) of the Code), (iii) was in the top paid group of employees for the look back year and received compensation from an Employer during the look back year in excess of \$50,000 (subject to adjustment annually at the same time and in the same manner as under Section 415(d) of the Code), (iv) was an officer of an Employer during the look back year and received compensation during that year in excess of 50 percent of the dollar limitation in effect for that year under Section 415(b)(1)(A) of the Code or, if no officer received compensation in excess of that amount for the look back year or the determination year, received the greatest compensation for the look back year of any officer, or (v) was one of the 100 employees paid the greatest compensation by an Employer for the determination year and would be described in (ii), (iii), or (iv) above if the term "determination year" were substituted for "look back year".

A "highly compensated former employee" includes any Employee who separated from service from an Employer and all Related Companies (or is deemed to

have separated from service from an Employer and all Related Companies) prior to the determination year, performed no services for an Employer during the determination year, and was a highly compensated active employee for either the separation year or any determination year ending on or after the date the Employee attains age 55.

The determination of who is a Highly Compensated Employee hereunder, including determinations as to the number and identity of employees in the top paid group, the 100 employees receiving the greatest compensation from an Employer, the number of employees treated as officers, and the compensation considered, shall be made in accordance with the provisions of Section 414(q) of the Code and regulations issued thereunder. For purposes of this definition, the following terms have the following meanings:

- (a) The "determination year" means the Plan Year or, if the Administrator makes the election provided in paragraph (b) below, the period of time, if any, which extends beyond the look back year and ends on the last day of the Plan Year for which testing is being performed (the "lag period"). If the lag period is less than 12 months long, the dollar amounts specified in (ii), (iii), and (iv) above shall be prorated based upon the number of months in the lag period.
- (b) The "look back year" means the 12-month period immediately preceding the determination year; provided, however, that the Administrator may elect instead to treat the calendar year ending with or within the determination year as the "look back year".

An "Hour of Service" with respect to a person means each hour, if any, that may be credited to him in accordance with the provisions of Article II.

An "Investment Fund" means any separate investment Trust Fund maintained by the Trustee as may be provided in the Plan or the Trust Agreement or any separate investment fund maintained by the Trustee, to the extent that there are Participant Sub-Accounts under such funds, to which assets of the Trust may be allocated and separately invested.

A "Matching Contribution" means any Employer Contribution made to the Plan on account of a Participant's Tax-Deferred Contributions as provided in Article VI.

The "Normal Retirement Date" of an employee means the date he attains age 65.

A "Participant" means any person who has a Separate Account in the Trust.

The "Plan" means Hub Group Employee Profit Sharing Trust and Plan, as from time to time in effect.

A "Plan Year" means the 12-consecutive-month period ending December 31.

A "Predecessor Employer" means Hub City Atlanta, L.P., Hub City Mid-Atlantic, L.P., Hub City Alabama, L.P., Hub City Boston, L.P., Hub City Terminals, Inc., Hub City Cleveland, L.P., Hub City Dallas, L.P., Hub City Detroit, L.P., Hub City Houston, L.P., Hub City Indianapolis, L.P., Hub City Florida, L.P., Hub City Kansas City, L.P., Hub City Los Angeles, L.P., Hub City Tennessee, L.P., Hub City New Orleans, L.P., Hub City New York/New

Jersey, L.P., Hub City Philadelphia, L.P., Hub City Pittsburgh, L.P., Hub City Portland, L.P., Hub City New York State, L.P., Hub City Rio Grande, L.P., Hub City Golden Gate, L.P., Hub City St. Louis, L.P., Hub City Ohio, L.P., Hub Group Distribution Services, HLX Company, L.L.C., Quality Services, L.L.C., Quality Services of Michigan, L.L.C. and Hub City New Haven, L.P.

A "Profit-Sharing Contribution" means any Employer Contribution made to the Plan as provided in Article VI, other than Matching Contributions.

A "Related Company" means any corporation or business, other than an Employer, which would be aggregated with an Employer for a relevant purpose under Section 414 of the Code.

A "Rollover Contribution" means any rollover contribution to the Plan made by a Participant as may be permitted under Article V.

A "Separate Account" means the account maintained by the Trustee in the name of a Participant that reflects his interest in the Trust and any Sub-Accounts maintained thereunder, as provided in Article VIII.

The "Settlement Date" of a Participant means the date on which a Participant's interest under the Plan becomes distributable in accordance with Article XV.

The "Sponsor" means Hub Group, Inc., and any successor thereto.

A "Sub-Account" means any of the individual sub-accounts of a Participant's Separate Account that is maintained as provided in Article VIII.

A "Tax-Deferred Contribution" means the amount contributed to the Plan on a Participant's behalf by his Employer in accordance with his reduction authorization executed pursuant to Article IV.

The "Trust" means the trust maintained by the Trustee under the Trust Agreement.

The "Trust Agreement" means the agreement entered into between the Sponsor and the Trustee relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto.

The "Trustee" means the trustee or any successor trustee which at the time shall be designated, qualified, and acting under the Trust Agreement. The Sponsor may designate a person or persons other than the Trustee to perform any responsibility of the Trustee under the Plan, other than trustee responsibilities as defined in Section 405(c)(3) of ERISA, and the Trustee shall not be liable for the performance of such person in carrying out such responsibility except as otherwise provided by ERISA. The term Trustee shall include any delegate of the Trustee as may be provided in the Trust Agreement.

A "Trust Fund" means any fund maintained under the Trust by the Trustee.

A "Valuation Date" means the date or dates designated by the Sponsor and communicated in writing to the Trustee for the purpose of valuing the General Fund and each Investment Fund and adjusting Separate Accounts and

Sub-Accounts hereunder, which dates need not be uniform with respect to the General Fund, each Investment Fund, Separate Account, or Sub-Account; provided, however, that the General Fund and each Investment Fund shall be valued and each Separate Account and Sub-Account shall be adjusted no less often than once annually.

The "Vesting Service" of an employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his vested interest in his Employer Contributions Sub-Account, if Employer Contributions are provided for under either Article VI or Article XXII.

1.2 - Interpretation

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II SERVICE

2.1 - Definitions

For purposes of this Article, the following terms have the following meanings.

- (a) A "break in service" means any computation period during which a person completes less than 501 Hours of Service except that no person shall incur a break in service solely by reason of temporary absence from work not exceeding 12 months resulting from illness, layoff, or other cause if authorized in advance by an Employer or a Related Company pursuant to its uniform leave policy, if his employment shall not otherwise be terminated during the period of such absence.
- (b) A "computation period" for purposes of determining an employee's years of Eligibility Service means (i) the 12-consecutive-month period beginning on the first date he completes an Hour of Service, and (ii) each 12-consecutive-month period beginning on an anniversary of such date.
- (c) A "maternity/paternity absence" means a person's absence from employment with an Employer or a Related Company because of the person's pregnancy, the birth of the person's child, the placement of a child with the person in connection with the person's adoption of the child, or the caring for the person's child immediately following the child's birth or adoption. A person's absence from employment will not be considered a maternity/paternity absence unless the person furnishes the Administrator such timely information as may reasonably be required to establish that the absence was for one of the purposes enumerated in this paragraph and to establish the number of days of absence attributable to such purpose.

2.2 - Crediting of Hours of Service

A person shall be credited with an Hour of Service for:

- (a) each hour for which he is paid, or entitled to payment, for the performance of duties for an Employer, a Predecessor Employer, or a Related Company during the applicable computation period; provided, however, that hours compensated at a premium rate shall be treated as straight-time hours;
- (b) subject to the provisions of Section 2.4, each hour for which he is paid, or entitled to payment, by an Employer, a Predecessor Employer, or a Related Company 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), lay-off, jury duty, military duty, or leave of absence;
- (c) each hour for which he would have been scheduled to work for an Employer, a Predecessor Employer, or a Related Company during the period that he is absent from work because of service with the armed forces of the United States provided he is eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and returns to work with an Employer or a Related Company within the period during which he retains such reemployment rights; and
- (d) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer, a Predecessor Employer, or a Related Company; provided, however, that the same Hour of Service shall not be credited both under paragraph (a) or (b) or (c) of this Section, as the case may be, and under this paragraph (d); and provided, further, that the crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in such paragraph (b) shall be subject to the limitations set forth therein and in Section 2.4.

Notwithstanding the foregoing and solely for purposes of determining whether a person who is on a maternity/paternity absence beginning on or after the first day of the first Plan Year that commences on or after January 1, 1985, has incurred a break in service, Hours of Service shall include those hours with which such person would otherwise have been credited but for such maternity/paternity absence, or shall include eight Hours of Service for each day of maternity/paternity absence if the actual hours to be credited cannot be determined; except that not more than 501 hours are to be credited by reason of any maternity/paternity absence. Any hours included as Hours of Service pursuant to the immediately preceding sentence shall be credited to the computation period in which the absence from employment begins, if such person otherwise would incur a break in service in such computation period, or, in any other case, to the immediately following computation period.

2.3 - Hours of Service Equivalencies

Notwithstanding any other provision of the Plan to the contrary, an Employer may elect to credit Hours of Service to its employees in accordance with one of the following equivalencies, and if an Employer does not maintain records that accurately reflect actual hours of service such Employer shall credit Hours of Service to its employees in accordance with one of the following equivalencies:

- (a) If the Employer maintains its records on the basis of days worked, an employee shall be credited with 10 Hours of Service for each day on which

he performs an Hour of Service.

- (b) If the Employer maintains its records on the basis of weeks worked, an employee shall be credited with 45 Hours of Service for each week in which he performs an Hour of Service.
- (c) If the Employer maintains its records on the basis of semi-monthly payroll periods, an employee shall be credited with 95 Hours of Service for each semi-monthly payroll period in which he performs an Hour of Service.
- (d) If the Employer maintains its records on the basis of months worked, an employee shall be credited with 190 Hours of Service for each month in which he performs an Hour of Service.

2.4 - Limitations on Crediting of Hours of Service

In the application of the provisions of paragraph (b) of Section 2.2, the following shall apply:

- (a) An hour for which a person is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited to him if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws.
- (b) Hours of Service shall not be credited with respect to a payment which solely reimburses a person for medical or medically-related expenses incurred by him.
- (c) A payment shall be deemed to be made by or due from an Employer, a Predecessor Employer, or a Related Company (i) regardless of whether such payment is made by or due from such employer directly or indirectly, through (among others) a trust fund or insurer to which any such employer contributes or pays premiums, and (ii) regardless of whether contributions made or due to such trust fund, insurer, or other entity are for the benefit of particular persons or are on behalf of a group of persons in the aggregate.
- (d) No more than 501 Hours of Service shall be credited to a person on account of any single continuous period during which he performs no duties (whether or not such period occurs in a single computation period), unless no duties are performed due to service with the armed forces of the United States for which the person retains reemployment rights as provided in paragraph (c) of Section 2.2.

2.5 - Department of Labor Rules

The rules set forth in paragraphs (b) and (c) of Department of Labor Regulations 2530.200b-2, which relate to determining Hours of Service attributable to reasons other than the performance of duties and crediting Hours of Service to computation periods, are hereby incorporated into the Plan by reference.

2.6 - Years of Eligibility Service

An employee shall be credited with a year of Eligibility Service for each computation period in which he completes at least 1,000 Hours of Service.

2.7 - Years of Vesting Service

There shall be no years of Vesting Service credited under the Plan.

2.8 - Crediting of Service on Transfer or Amendment

Notwithstanding any other provision of the Plan to the contrary, if an Employee is transferred from employment covered under a qualified plan maintained by an Employer or a Related Company for which service is credited based on elapsed time in accordance with Treasury Regulations 1.410(a)-7 to employment covered under the Plan or, prior to amendment, the Plan provided for crediting of service on the basis of elapsed time, an affected Employee shall be credited with Eligibility Service hereunder equal to:

- (a) the number of one year periods of service credited to the Employee under the elapsed time method before the transfer date or the effective date of the amendment, plus
- (b) his service under the Hours of Service method provided hereunder for the computation period in which the transfer or the effective date of the amendment occurs applying one of the equivalencies set forth in Section 2.3 to any fractional part of a year credited to the Employee under the elapsed time method as of the transfer date or the effective date of the amendment; provided, however that the same equivalency shall be used for all similarly situated Employees, plus
- (c) the service credited to such Employee under the Hours of Service method provided hereunder for computation periods beginning after the computation period in which the transfer or the effective date of the amendment occurs.

ARTICLE III ELIGIBILITY

3.1 - Eligibility

Each Employee who was an Eligible Employee immediately prior to the effective date of this amendment and restatement shall continue to be an Eligible Employee. Each other Employee shall become an Eligible Employee as of the Enrollment Date coinciding with or next following the date on which he has both attained age 21 and completed one year of Eligibility Service.

3.2 - Transfers of Employment

If a person is transferred directly from employment with an Employer or with a Related Company in a capacity other than as an Employee to employment as an Employee, he shall become an Eligible Employee as of the date he is so transferred if prior to an Enrollment Date coinciding with or preceding such transfer date he has met the eligibility requirements of Section 3.1. Otherwise, the eligibility of a person who is so transferred

to elect to have Tax-Deferred Contributions made to the Plan on his behalf shall be determined in accordance with Section 3.1.

3.3 - Reemployment

If a person who terminated employment with an Employer and all Related Companies is reemployed as an Employee and if he had been an Eligible Employee prior to his termination of employment, he shall again become an Eligible Employee on the date he is reemployed. Otherwise, the eligibility of a person who terminated employment with an Employer and all Related Companies and who is reemployed by an Employer or a Related Company to elect to have Tax-Deferred Contributions made to the Plan on his behalf shall be determined in accordance with Section 3.1 or 3.2.

3.4 - Notification Concerning New Eligible Employees

Each Employer shall notify the Administrator as soon as practicable of Employees becoming Eligible Employees as of any date.

3.5 - Effect and Duration

Upon becoming an Eligible Employee, an Employee shall be entitled to elect to have Tax-Deferred Contributions made to the Plan on his behalf and shall be bound by all the terms and conditions of the Plan and the Trust Agreement. A person shall continue as an Eligible Employee eligible to have Tax-Deferred Contributions made to the Plan on his behalf only so long as he continues employment as an Employee.

ARTICLE IV TAX-DEFERRED CONTRIBUTIONS

4.1 - Tax-Deferred Contributions

Effective as of the date he becomes an Eligible Employee, or any subsequent Enrollment Date, each Eligible Employee may elect in writing in accordance with rules prescribed by the Administrator to have Tax-Deferred Contributions made to the Plan on his behalf by his Employer as hereinafter provided. An Eligible Employee's written election shall include his authorization for his Employer to reduce his Compensation and to make Tax-Deferred Contributions on his behalf and his election as to the investment of his contributions in accordance with Article X. Tax-Deferred Contributions on behalf of an Eligible Employee shall commence with the first payment of Compensation made on or after the date on which his election is effective.

4.2 - Amount of Tax-Deferred Contributions

The amount of Tax-Deferred Contributions to be made to the Plan on behalf of an Eligible Employee by his Employer shall be an integral percentage of his Compensation of not less than 1 percent nor more than 15 percent. In the event an Eligible Employee elects to have his Employer make Tax-Deferred Contributions on his behalf, his Compensation shall be reduced for each payroll period by the percentage he elects to have contributed on his behalf to the Plan in accordance with the terms of his currently

effective reduction authorization.

4.3 - Changes in Reduction Authorization

An Eligible Employee may change the percentage of his future Compensation that his Employer contributes on his behalf as Tax-Deferred Contributions at such time or times during the Plan Year as the Administrator may prescribe by filing an amended reduction authorization with his Employer such number of days prior to the date such change is to become effective as the Administrator shall prescribe. An Eligible Employee who changes his reduction authorization shall be limited to selecting a percentage of his Compensation that is otherwise permitted hereunder. Tax-Deferred Contributions shall be made on behalf of such Eligible Employee by his Employer pursuant to his amended reduction authorization filed in accordance with this Section commencing with Compensation paid to the Eligible Employee on or after the date such filing is effective, until otherwise altered or terminated in accordance with the Plan.

4.4 - Suspension of Tax-Deferred Contributions

An Eligible Employee on whose behalf Tax-Deferred Contributions are being made may have such contributions suspended at any time by giving such number of days advance written notice to his Employer as the Administrator shall prescribe. Any such voluntary suspension shall take effect commencing with Compensation paid to such Eligible Employee on or after the expiration of the required notice period and shall remain in effect until Tax-Deferred Contributions are resumed as hereinafter set forth.

4.5 - Resumption of Tax-Deferred Contributions

An Eligible Employee who has voluntarily suspended his Tax-Deferred Contributions may have such contributions resumed at such time or times during the Plan Year as the Administrator may prescribe, by filing a new reduction authorization with his Employer such number of days prior to the date as of which such contributions are to be resumed as the Administrator shall prescribe.

4.6 - Delivery of Tax-Deferred Contributions

As soon after the date an amount would otherwise be paid to an Employee as it can reasonably be separated from Employer assets, each Employer shall cause to be delivered to the Trustee in cash all Tax-Deferred Contributions attributable to such amounts.

4.7 - Vesting of Tax-Deferred Contributions

A Participant's vested interest in his Tax-Deferred Contributions Sub-Account shall be at all times 100 percent.

ARTICLE V AFTER-TAX AND ROLLOVER CONTRIBUTIONS

5.1 - No After-Tax Contributions

There shall be no After-Tax Contributions made to the Plan.

5.2 - Rollover Contributions

An Employee who was a participant in a plan qualified under Section 401 or 403 of the Code and who receives a cash distribution from such plan that he elects either (i) to roll over immediately to a qualified retirement plan or (ii) to roll over into a conduit IRA from which he receives a later cash distribution, may elect to make a Rollover Contribution to the Plan if he is entitled under Section 402(c), Section 403(a)(4), or Section 408(d)(3)(A) of the Code to roll over such distribution to another qualified retirement plan. The Administrator may require an Employee to provide it with such information as it deems necessary or desirable to show that he is entitled to roll over such distribution to another qualified retirement plan. An Employee shall make a Rollover Contribution to the Plan by delivering, or causing to be delivered, to the Trustee the cash that constitutes the Rollover Contribution amount within 60 days of receipt of the distribution from the plan or from the conduit IRA in the manner prescribed by the Administrator. If the Employee does not already have an investment election on file with the Administrator, the Employee shall also deliver to the Administrator his election as to the investment of his contributions in accordance with Article X.

5.3 - Vesting of Rollover Contributions

A Participant's vested interest in his Rollover Contributions Sub-Account shall be at all times 100 percent.

ARTICLE VI EMPLOYER CONTRIBUTIONS

6.1 - Contribution Period

The Contribution Period for Employer Contributions under the Plan shall be each Plan Year.

6.2 - Profit-Sharing Contributions

Each Employer may, in its discretion, make a Profit-Sharing Contribution to the Plan for the Contribution Period in an amount determined by the Sponsor.

6.3 - Allocation of Profit-Sharing Contributions

Any Profit-Sharing Contribution made for a Contribution Period shall be allocated among the Employees who are eligible to participate in the allocation of Profit-Sharing Contributions for the Contribution Period, as determined under this Article. The allocable share of each such Employee shall be in the ratio which his Compensation from the Employers for the Contribution Period bears to the aggregate of such Compensation for all such Employees. Notwithstanding any other provision of the Plan to the contrary, Compensation with respect to any period ending prior to the date on which an Employee first became eligible to participate in the allocation of Profit-Sharing Contributions shall be disregarded in determining the

amount of the Employee's allocable share.

6.4 - Matching Contributions

Each Employer shall make a Matching Contribution to the Plan for each Contribution Period in an amount equal to 20 percent of the Tax-Deferred Contributions for the Contribution Period made on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article; provided, however, that that Matching Contribution made on behalf of any such Employee for the Contribution Period shall not exceed \$100.

6.5 - Allocation of Matching Contributions

Any Matching Contribution made by an Employer for the Contribution Period shall be allocated among its Employees during the Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article. The allocable share of each such Employee shall be an amount equal to 20 percent of the Tax-Deferred Contributions; provided, however, that the allocable share of the Matching Contribution of any such Employee for the Contribution Period shall not exceed \$100.

6.6 - Verification of Amount of Employer Contributions by the Sponsor

The Sponsor shall verify the amount of Employer Contributions to be made by each Employer in accordance with the provisions of the Plan. Notwithstanding any other provision of the Plan to the contrary, the Sponsor shall determine the portion of the Employer Contribution to be made by each Employer with respect to an Employee who transfers from employment with one Employer as an Employee to employment with another Employer as an Employee.

6.7 - Payment of Employer Contributions

Employer Contributions made for a Contribution Period shall be paid in cash or in qualifying employer securities, as defined in Section 407(d)(5) of ERISA, to the Trustee within the period of time required under the Code in order for the contribution to be deductible by the Employer in determining its Federal income taxes for the Plan Year.

6.8 - Eligibility to Participate in Allocation

Each Employee shall be eligible to participate in the allocation of Employer Contributions beginning on the date he becomes, or again becomes, an Eligible Employee in accordance with the provisions of Article III. Notwithstanding the foregoing, no person shall be eligible to participate in the allocation of Profit-Sharing Contributions for a Contribution Period unless he is employed by an Employer or a Related Company on the last day of the Contribution Period; provided, however, that if the Plan would not otherwise meet the minimum coverage requirements of Section 410(b) of the Code in any Plan Year, the group of Employees eligible to participate in the allocation of Profit-Sharing Contributions shall be expanded to include the minimum number of Employees who are not employed by an Employer or a Related Company on the last day of the Contribution Period that is

necessary to meet the minimum coverage requirements. The Employees who become eligible to participate under the provisions of the immediately preceding clause shall be those Employees who have completed the greatest number of Hours of Service during the Contribution Period.

6.9 - Vesting of Employer Contributions

A Participant's vested interest in his Employer Contributions Sub-Account shall be at all times 100 percent.

6.10 - Election of Former Vesting Schedule

If the Sponsor adopts an amendment to the Plan that directly or indirectly affects the computation of a Participant's vested interest in his Employer Contributions Sub-Account, any Participant with three or more years of Vesting Service shall have a right to have his vested interest in his Employer Contributions Sub-Account continue to be determined under the vesting provisions in effect prior to the amendment rather than under the new vesting provisions, unless the vested interest of the Participant in his Employer Contributions Sub-Account under the Plan as amended is not at any time less than such vested interest determined without regard to the amendment. A Participant shall exercise his right under this Section by giving written notice of his exercise thereof to the Administrator within 60 days after the latest of (i) the date he receives notice of the amendment from the Administrator, (ii) the effective date of the amendment, or (iii) the date the amendment is adopted. Notwithstanding the foregoing, a Participant's vested interest in his Employer Contributions Sub-Account on the effective date of such an amendment shall not be less than his vested interest in his Employer Contributions Sub-Account immediately prior to the effective date of the amendment.

ARTICLE VII LIMITATIONS ON CONTRIBUTIONS

7.1 - Definitions

For purposes of this Article, the following terms have the following meanings:

- (a) The "actual deferral percentage" with respect to an Eligible Employee for a particular Plan Year means the ratio of the Tax-Deferred Contributions made on his behalf for the Plan Year to his test compensation for the Plan Year; provided, however, that contributions made on a Participant's behalf for a Plan Year shall be included in determining his actual deferral percentage for such Plan Year only if the contributions are made to the Plan prior to the end of the 12-month period immediately following the Plan Year to which the contributions relate. The determination and treatment of the actual deferral percentage amounts for any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.
- (b) The "aggregate limit" means the sum of (i) 125 percent of the greater of the average contribution percentage for eligible participants other than Highly Compensated Employees or the average actual deferral percentage for

Eligible Employees other than Highly Compensated Employees and (ii) the lesser of 200 percent or two plus the lesser of such average contribution percentage or average actual deferral percentage, or, if it would result in a larger aggregate limit, the sum of (iii) 125 percent of the lesser of the average contribution percentage for eligible participants other than Highly Compensated Employees or the average actual deferral percentage for Eligible Employees other than Highly Compensated Employees and (iv) the lesser of 200 percent or two plus the greater of such average contribution percentage or average actual deferral percentage.

- (c) The "annual addition" with respect to a Participant for a limitation year means the sum of the Tax-Deferred Contributions and Employer Contributions allocated to his Separate Account for the limitation year (including any excess contributions that are distributed pursuant to this Article), the employer contributions, employee contributions, and forfeitures allocated to his accounts for the limitation year under any other qualified defined contribution plan (whether or not terminated) maintained by an Employer or a Related Company concurrently with the Plan, and amounts described in Sections 415(l)(2) and 419A(d)(2) of the Code allocated to his account for the limitation year; provided, however, that the annual addition for limitation years beginning prior to January 1, 1987 shall not be recalculated to treat all employee contributions as annual additions.
- (d) The "Code Section 402(g) limit" means the dollar limit imposed by Section 402(g)(1) of the Code or established by the Secretary of the Treasury pursuant to Section 402(g)(5) of the Code in effect on January 1 of the calendar year in which an Eligible Employee's taxable year begins.
- (e) The "contribution percentage" with respect to an eligible participant for a particular Plan Year means the ratio of the matching contributions made to the Plan on his behalf for the Plan Year to his test compensation for such Plan Year, except that, to the extent permitted by regulations issued under Section 401(m) of the Code, the Sponsor may elect to take in to account in computing the numerator of each eligible participant's contribution percentage the Tax-Deferred Contributions made to the Plan on his behalf for the Plan Year; provided, however, that any Tax-Deferred Contributions that were taken into account in computing the numerator of an eligible participant's actual deferral percentage may not be taken into account in computing the numerator of his contribution percentage; and provided, further, that contributions made by or on a Participant's behalf for a Plan Year shall be included in determining his contribution percentage for such Plan Year only if the contributions are made to the Plan prior to the end of the 12-month period immediately following the Plan Year to which the contributions relate. The determination and treatment of the contribution percentage amounts for any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.
- (f) An "elective contribution" means any employer contribution made to a plan maintained by an Employer or any Related Company on behalf of a Participant in lieu of cash compensation pursuant to his written election to defer under any qualified CODA as described in Section 401(k) of the Code, any simplified employee pension cash or deferred arrangement as described in Section 402(h)(1)(B) of the Code, any eligible deferred compensation plan under Section 457 of the Code, or any plan as described

in Section 501(c)(18) of the Code, and any contribution made on behalf of the Participant by an Employer or a Related Company for the purchase of an annuity contract under Section 403(b) of the Code pursuant to a salary reduction agreement.

- (g) An "eligible participant" means any Employee who is eligible to have Tax-Deferred Contributions made on his behalf (if Tax-Deferred Contributions are taken into account in computing contribution percentages) or to participate in the allocation of matching contributions.
- (h) An "excess deferral" with respect to a Participant means that portion of a Participant's Tax-Deferred Contributions that when added to amounts deferred under other plans or arrangements described in Sections 401(k), 408(k), or 403(b) of the Code, would exceed the Code Section 402(g) limit and is includable in the Participant's gross income under Section 402(g) of the Code.
- (i) A "family member" of an Employee means the Employee's spouse, his lineal ascendants, his lineal descendants, and the spouses of such lineal ascendants and descendants.
- (j) A "limitation year" means the calendar year.
- (k) A "matching contribution" means any employer contribution allocated to an Eligible Employee's account under the Plan or any other plan of an Employer or a Related Company solely on account of elective contributions made on his behalf or employee contributions made by him.
- (l) The "test compensation" of an Eligible Employee for a Plan Year means compensation as defined in Section 414(s) of the Code and regulations issued thereunder, limited, however, to (1) \$200,000 for Plan Years beginning prior to January 1, 1994, or (2) \$150,000 for Plan Years beginning on or after January 1, 1994 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code; provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning in such calendar year). If the test compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months. In determining the test compensation, for purposes of applying the annual compensation limitation described above, of a Participant who is a five-percent owner or among the ten Highly Compensated Employees receiving the greatest test compensation for the limitation year, the test compensation of the Participant's spouse and of his lineal descendants who have not attained age 19 as of the close of the limitation year shall be included as test compensation of the Participant for the limitation year. If as a result of applying the family aggregation rule described in the preceding sentence the annual compensation limitation would be exceeded, the limitation shall be

prorated among the affected family members in proportion to each member's test compensation as determined prior to application of the family aggregation rules.

7.2 - Code Section 402(g) Limit

In no event shall the amount of the Tax-Deferred Contributions made on behalf of an Eligible Employee for his taxable year, when aggregated with any elective contributions made on behalf of the Eligible Employee under any other plan of an Employer or a Related Company for his taxable year, exceed the Code Section 402(g) limit. In the event that the Administrator determines that the reduction percentage elected by an Eligible Employee will result in his exceeding the Code Section 402(g) limit, the Administrator may adjust the reduction authorization of such Eligible Employee by reducing the percentage of his Tax-Deferred Contributions to such smaller percentage that will result in the Code Section 402(g) limit not being exceeded. If the Administrator determines that the Tax-Deferred Contributions made on behalf of an Eligible Employee would exceed the Code Section 402(g) limit for his taxable year, the Tax-Deferred Contributions for such Participant shall be automatically suspended for the remainder, if any, of such taxable year.

If an Employer notifies the Administrator that the Code Section 402(g) limit has nevertheless been exceeded by an Eligible Employee for his taxable year, the Tax-Deferred Contributions that, when aggregated with elective contributions made on behalf of the Eligible Employee under any other plan of an Employer or a Related Company, would exceed the Code Section 402(g) limit, plus any income and minus any losses attributable thereto, shall be distributed to the Eligible Employee no later than the April 15 immediately following such taxable year. Any Tax-Deferred Contributions that are distributed to an Eligible Employee in accordance with this Section shall not be taken into account in computing the Eligible Employee's actual deferral percentage for the Plan Year in which the Tax-Deferred Contributions were made, unless the Eligible Employee is a Highly Compensated Employee. If an amount of Tax-Deferred Contributions is distributed to a Participant in accordance with this Section, matching contributions that are attributable solely to the distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant. Any such forfeited amounts shall be applied against the Employer Contribution obligations for the Plan Year of the Employer for which the Participant last performed services as an Employee. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year with respect to any Employer exceed the amount of such Employer's Employer Contribution obligation for the Plan Year, the excess amount of such forfeitures shall be held unallocated in a suspense account established with respect to the Employer and shall for all Plan purposes be applied against the Employer's Employer Contribution obligations for the following Plan Year.

7.3 - Distribution of Excess Deferrals

Notwithstanding any other provision of the Plan to the contrary, if a Participant notifies the Administrator in writing no later than the March 1 following the close of the Participant's taxable year that excess deferrals have been made on his behalf under the Plan for such taxable year, the excess deferrals, plus any income and minus any losses attributable

thereto, shall be distributed to the Participant no later than the April 15 immediately following such taxable year. Any Tax-Deferred Contributions that are distributed to a Participant in accordance with this Section shall nevertheless be taken into account in computing the Participant's actual deferral percentage for the Plan Year in which the Tax-Deferred Contributions were made. If an amount of Tax-Deferred Contributions is distributed to a Participant in accordance with this Section, matching contributions that are attributable solely to the distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant. Any such forfeited amounts shall be applied against the Employer Contribution obligations for the Plan Year of the Employer for which the Participant last performed services as an Employee. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year with respect to any Employer exceed the amount of such Employer's Employer Contribution obligation for the Plan Year, the excess amount of such forfeitures shall be held unallocated in a suspense account established with respect to the Employer and shall for all Plan purposes be applied against the Employer's Employer Contribution obligations for the following Plan Year.

7.4 - Limitation on Tax-Deferred Contributions of Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, the Tax-Deferred Contributions made with respect to a Plan Year on behalf of Eligible Employees who are Highly Compensated Employees may not result in an average actual deferral percentage for such Eligible Employees that exceeds the greater of:

- (a) a percentage that is equal to 125 percent of the average actual deferral percentage for all other Eligible Employees; or
- (b) a percentage that is not more than 200 percent of the average actual deferral percentage for all other Eligible Employees and that is not more than two percentage points higher than the average actual deferral percentage for all other Eligible Employees.

In order to assure that the limitation contained herein is not exceeded with respect to a Plan Year, the Administrator is authorized to suspend completely further Tax-Deferred Contributions on behalf of Highly Compensated Employees for any remaining portion of a Plan Year or to adjust the projected actual deferral percentages of Highly Compensated Employees by reducing their percentage elections with respect to Tax-Deferred Contributions for any remaining portion of a Plan Year to such smaller percentages that will result in the limitation set forth above not being exceeded. In the event of any such suspension or reduction, Highly Compensated Employees affected thereby shall be notified of the reduction or suspension as soon as possible and shall be given an opportunity to make a new Tax-Deferred Contribution election to be effective the first day of the next following Plan Year. In the absence of such an election, the election in effect immediately prior to the suspension or adjustment described above shall be reinstated as of the first day of the next following Plan Year.

For purposes of applying the limitation contained in this Section, the Tax-Deferred Contributions and test compensation of any Eligible Employee

who is a family member of another Eligible Employee who is a five percent owner or among the ten Highly Compensated Employees receiving the greatest test compensation for the Plan Year shall be aggregated with the Tax-Deferred Contributions and test compensation of such other Eligible Employee, and such family member shall not be considered an Eligible Employee for purposes of determining the average actual deferral percentage for all other Eligible Employees.

In determining the actual deferral percentage for any Eligible Employee who is a Highly Compensated Employee for the Plan Year, elective contributions made to his accounts under any other plan of an Employer or a Related Company shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the plan for the plan year ending with or within the same calendar year as the Plan Year shall be treated as if such contributions were made to the Plan. Notwithstanding the foregoing, such contributions shall not be treated as if they were made to the Plan if regulations issued under Section 401(k) of the Code do not permit such plan to be aggregated with the Plan.

If one or more plans of an Employer or Related Company are aggregated with the Plan for purposes of satisfying the requirements of Section 401(a)(4) or 410(b) of the Code, then actual deferral percentages under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. For Plan Years beginning after December 31, 1991, plans may be aggregated to satisfy Section 401(k) of the Code only if they have the same plan year.

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year.

7.5 - Distribution of Excess Tax-Deferred Contributions

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation contained in Section 7.4 is exceeded in any Plan Year, the Tax-Deferred Contributions made with respect to a Highly Compensated Employee that exceed the maximum amount permitted to be contributed to the Plan on his behalf under Section 7.4, plus any income and minus any losses attributable thereto, shall be distributed to the Highly Compensated Employee prior to the end of the next succeeding Plan Year. If excess amounts are attributable to Participants aggregated under the family aggregation rules described in Section 7.4, the excess shall be allocated among family members in proportion to the Tax-Deferred Contributions made with respect to each family member. If such excess amounts are distributed more than 2 1/2 months after the last day of the Plan Year for which the excess occurred, an excise tax may be imposed under Section 4979 of the Code on the Employer maintaining the Plan with respect to such amounts.

The maximum amount permitted to be contributed to the Plan on a Highly Compensated Employee's behalf under Section 7.4 shall be determined by reducing Tax-Deferred Contributions made on behalf of Highly Compensated Employees in order of their actual deferral percentages beginning with the highest of such percentages. The determination of the amount of excess

Tax-Deferred Contributions shall be made after application of Section 7.3, if applicable.

If an amount of Tax-Deferred Contributions is distributed to a Participant in accordance with this Section, matching contributions that are attributable solely to the distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant. Any such forfeited amounts shall be applied against the Employer Contribution obligations for the Plan Year of the Employer for which the Participant last performed services as an Employee. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year with respect to any Employer exceed the amount of such Employer's Employer Contribution obligation for the Plan Year, the excess amount of such forfeitures shall be held unallocated in a suspense account established with respect to the Employer and shall for all Plan purposes be applied against the Employer's Employer Contribution obligations for the following Plan Year.

7.6 - Limitation on Matching Contributions of Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, the matching contributions made with respect to a Plan Year on behalf of eligible participants who are Highly Compensated Employees may not result in an average contribution percentage for such eligible participants that exceeds the greater of:

- (a) a percentage that is equal to 125 percent of the average contribution percentage for all other eligible participants; or
- (b) a percentage that is not more than 200 percent of the average contribution percentage for all other eligible participants and that is not more than two percentage points higher than the average contribution percentage for all other eligible participants.

For purposes of applying the limitation contained in this Section, the matching contributions, Tax-Deferred Contributions (to the extent that such Tax-Deferred Contributions are taken into account in computing contribution percentages), and test compensation of any eligible participant who is a family member of another eligible participant who is a five percent owner or among the ten Highly Compensated Employees receiving the greatest test compensation for the Plan Year shall be aggregated with the matching contributions, Tax-Deferred Contributions, and test compensation of such other eligible participant, and such family member shall not be considered an eligible participant for purposes of determining the average contribution percentage for all other eligible participants.

In determining the contribution percentage for any eligible participant who is a Highly Compensated Employee for the Plan Year, matching contributions, employee contributions, and elective contributions (to the extent that elective contributions are taken into account in computing contribution percentages) made to his accounts under any other plan of an Employer or a Related Company shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the plan for the plan year ending with or within the same calendar year as the Plan Year shall be treated as if such

contributions were made to the Plan. Notwithstanding the foregoing, such contributions shall not be treated as if they were made to the Plan if regulations issued under Section 401(m) of the Code do not permit such plan to be aggregated with the Plan.

If one or more plans of an Employer or a Related Company are aggregated with the Plan for purposes of satisfying the requirements of Section 401(a)(4) or 410(b) of the Code, the contribution percentages under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. For Plan Years beginning after December 31, 1989, plans may be aggregated to satisfy Section 401(m) of the Code only if they have the same plan year.

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year and the amount of the elective contributions taken into account in computing contribution percentages for any Plan Year.

7.7 - Distribution of Excess Contributions

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation contained in Section 7.6 is exceeded in any Plan Year, the matching contributions made on behalf of a Highly Compensated Employee that exceed the maximum amount permitted to be contributed to the Plan on behalf of such Highly Compensated Employee under Section 7.6, plus any income and minus any losses attributable thereto, shall be distributed to the Participant prior to the end of the next succeeding Plan Year. If excess amounts are attributable to Participants aggregated under the family aggregation rules described in Section 7.5, the excess shall be allocated among family members in proportion to the matching contributions made with respect to each family member. If such excess amounts are distributed more than 2 1/2 months after the last day of the Plan Year for which the excess occurred, an excise tax may be imposed under Section 4979 of the Code on the Employer maintaining the Plan with respect to such amounts.

The maximum amount permitted to be contributed to the Plan on behalf of a Highly Compensated Employee under Section 7.6 shall be determined by reducing matching contributions made on behalf of Highly Compensated Employees in order of their contribution percentages beginning with the highest of such percentages.

The determination of the amount of excess matching contributions shall be made after application of Section 7.3, if applicable, and after application of Section 7.5, if applicable.

7.8 - Multiple Use Limitation

Notwithstanding any other provision of the Plan to the contrary, the following multiple use limitation as required under Section 401(m) of the Code shall apply: the sum of the average actual deferral percentage for Eligible Employees who are Highly Compensated Employees and the average contribution percentage for eligible participants who are Highly Compensated Employees may not exceed the aggregate limit. In the event that, after satisfaction of Section 7.5 and Section 7.7, it is determined that contributions under the Plan fail to satisfy the multiple use limitation contained herein, the multiple use limitation shall be satisfied

by further reducing the contribution percentages of eligible participants who are Highly Compensated Employees (beginning with the highest such percentage) to the extent necessary to eliminate the excess, with such further reductions to be treated as excess contributions and disposed of as provided in Section 7.7, or in an alternative manner, consistently applied, that may be permitted by regulations issued under Section 401(m) of the Code.

7.9 - Determination of Income or Loss

The income or loss attributable to excess contributions that are distributed pursuant to this Article shall be determined for the preceding Plan Year under the method otherwise used for allocating income or loss to Participant's Separate Accounts.

7.10 - Code Section 415 Limitations on Crediting of Contributions and Forfeitures

Notwithstanding any other provision of the Plan to the contrary, the annual addition with respect to a Participant for a limitation year shall in no event exceed the lesser of (i) \$30,000 (adjusted as provided in Section 415(d) of the Code, with the first adjustment being made for limitation years beginning on or after January 1, 1996) or (ii) 25 percent of the Participant's compensation, as defined in Section 415(c)(3) of the Code and regulations issued thereunder, for the limitation year. If the annual addition to the Separate Account of a Participant in any limitation year would otherwise exceed the amount that may be applied for his benefit under the limitation contained in this Section, the limitation shall be satisfied by reducing contributions made on behalf of the Participant to the extent necessary in the following order:

Tax-Deferred Contributions made on the Participant's behalf for the limitation year that have not been matched, if any, shall be reduced.

Tax-Deferred Contributions made on the Participant's behalf for the limitation year that have been matched and the matching contributions attributable thereto, if any, shall be reduced pro rata.

Employer Contributions (other than matching contributions) otherwise allocable to the Participant's Separate Account for the limitation year shall be reduced.

The amount of any reduction of Tax-Deferred Contributions (plus any income attributable thereto) shall be returned to the Participant. The amount of any reduction of Employer Contributions shall be deemed a forfeiture for the limitation year. Amounts deemed to be forfeitures under this Section shall be held unallocated in a suspense account established for the limitation year and shall be applied against the Employer's contribution obligation for the next following limitation year (and succeeding limitation years, as necessary). If a suspense account is in existence at any time during a limitation year, all amounts in the suspense account must be allocated to Participants' Separate Accounts (subject to the limitations contained herein) before any further Tax-Deferred Contributions or Employer Contributions may be made to the Plan on behalf of Participants. No suspense account established hereunder shall share in any increase or decrease in the net worth of the Trust. For purposes of this Article,

excesses shall result only from the allocation of forfeitures, a reasonable error in estimating a Participant's annual compensation (as defined in Section 415(c)(3) of the Code and regulations issued thereunder), a reasonable error in determining the amount of Tax-Deferred Contributions that may be made with respect to any Participant under the limits of Section 415 of the Code, or other limited facts and circumstances that justify the availability of the provisions set forth above.

7.11 - Coverage Under Other Qualified Defined Contribution Plan

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by an Employer or a Related Company concurrently with the Plan, and if the annual addition for the limitation year would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in Section 7.10, such excess shall be reduced first by returning the employee contributions made by the Participant for the limitation year under all of the defined contribution plans other than the Plan and the income attributable thereto to the extent necessary. If the limitation contained in Section 7.10 is still not satisfied after returning all of the employee contributions made by the Participant under all such other plans, the excess shall be reduced by returning the elective contributions made on the Participant's behalf for the limitation year under all such other plans and the income attributable thereto to the extent necessary on a pro rata basis among all of such plans. If the limitation contained in Section 7.10 is still not satisfied after returning all of the elective contributions made on the Participant's behalf under all such other plans, the procedure set forth in Section 7.10 shall be invoked to eliminate any such excess. If the limitation contained in Section 7.10 is still not satisfied after invocation of the procedure set forth in Section 7.10, the portion of the employer contributions and of forfeitures for the limitation year under all such other plans that has been allocated to the Participant thereunder, but which exceeds the limitation set forth in Section 7.10, shall be deemed a forfeiture for the limitation year and shall be disposed of as provided in such other plans; provided, however, that if the Participant is covered by a money purchase pension plan, the forfeiture shall be effected first under any other defined contribution plan that is not a money purchase pension plan and, if the limitation is still not satisfied, then under such money purchase pension plan.

7.12 - Coverage Under Qualified Defined Benefit Plan

If a Participant in the Plan is also covered by a qualified defined benefit plan (whether or not terminated) maintained by an Employer or a Related Company, in no event shall the sum of the defined benefit plan fraction (as defined in Section 415(e)(2) of the Code) and the defined contribution plan fraction (as defined in Section 415(e)(3) of the Code) exceed 1.0 in any limitation year. If, before October 3, 1973, the Participant was an active participant in a qualified defined benefit plan maintained by an Employer or a Related Company and otherwise satisfies the requirements of Section 2004(d)(2) of ERISA, then for purposes of applying this Section, the defined benefit plan fraction shall not exceed 1.0. If the Plan satisfied the applicable requirements of Section 415 of the Code as in effect for all limitation years beginning before January 1, 1987, an amount shall be subtracted from the numerator of the defined contribution plan fraction (not exceeding such numerator) as prescribed by the Secretary of the

Treasury so that the sum of the defined benefit plan fraction and the defined contribution plan fraction computed under Section 415(e)(1) of the Code, as revised by the Tax Reform Act of 1986, does not exceed 1.0 for such limitation year. In the event the special limitation contained in this Section is exceeded, the benefits otherwise payable to the Participant under any such qualified defined benefit plan shall be reduced to the extent necessary to meet such limitation.

7.13 - Scope of Limitations

The limitations contained in Sections 7.10, 7.11, and 7.12 shall be applicable only with respect to benefits provided pursuant to defined contribution plans and defined benefit plans described in Section 415(k) of the Code.

ARTICLE VIII TRUST FUNDS AND SEPARATE ACCOUNTS

8.1 - General Fund

The Trustee shall maintain a General Fund as required to hold and administer any assets of the Trust that are not allocated among the Investment Funds as provided in the Plan or the Trust Agreement. The General Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in the General Fund shall be an undivided interest. The General Fund may be invested in whole or in part in equity securities issued by an Employer or a Related Company that are publicly traded and are "qualifying employer securities" as defined in Section 407(d)(5) of ERISA.

8.2 - Investment Funds

The Sponsor shall determine the number and type of Investment Funds and select the investments for such Investment Funds. The Sponsor shall communicate the same and any changes therein in writing to the Administrator and the Trustee. Each Investment Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in any Investment Fund shall be an undivided interest.

The Sponsor may determine to offer one or more Investment Funds that are invested in whole or in part in equity securities issued by an Employer or a Related Company that are publicly traded and are "qualifying employer securities" as defined in Section 407(d)(5) of ERISA.

8.3 - Loan Investment Fund

If a loan from the Plan to a Participant is approved in accordance with the provisions of Article XII, the Sponsor shall direct the establishment and maintenance of a loan Investment Fund in the Participant's name. The assets of the loan Investment Fund shall be held as a separate trust fund. A Participant's loan Investment Fund shall be invested in the note reflecting the loan that is executed by the Participant in accordance with the provisions of Article XII. Notwithstanding any other provision of the Plan to the contrary, income received with respect to a Participant's loan

Investment Fund shall be allocated and the loan Investment Fund shall be administered as provided in Article XII.

8.4 - Income on Trust

Any dividends, interest, distributions, or other income received by the Trustee with respect to any Trust Fund maintained hereunder shall be allocated by the Trustee to the Trust Fund for which the income was received.

8.5 - Separate Accounts

As of the first date a contribution is made by or on behalf of an Employee, there shall be established a Separate Account in his name reflecting his interest in the Trust. Each Separate Account shall be maintained and administered for each Participant and Beneficiary in accordance with the provisions of the Plan. The balance of each Separate Account shall be the balance of the account after all credits and charges thereto, for and as of such date, have been made as provided herein.

8.6 - Sub-Accounts

A Participant's Separate Account shall be divided into individual Sub-Accounts reflecting the portion of the Participant's Separate Account that is derived from Tax-Deferred Contributions, Rollover Contributions, or Employer Contributions. Each Sub-Account shall reflect separately contributions allocated to each Trust Fund maintained hereunder and the earnings and losses attributable thereto. Such other Sub-Accounts may be established as are necessary or appropriate to reflect a Participant's interest in the Trust.

ARTICLE IX LIFE INSURANCE CONTRACTS

9.1 - No Life Insurance Contracts

There shall be no life insurance contracts purchased under the Plan.

ARTICLE X DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

10.1 - Future Contribution Investment Elections

Each Eligible Employee shall make an investment election in the manner and form prescribed by the Administrator directing the manner in which his Tax-Deferred Contributions, Rollover Contributions, and Employer Contributions shall be invested. An Eligible Employee's investment election shall specify the percentage, in the percentage increments prescribed by the Administrator, of such contributions that shall be allocated to one or more of the Investment Funds with the sum of such percentages equaling 100 percent. The investment election by a Participant shall remain in effect until his entire interest under the Plan is

distributed or forfeited in accordance with the provisions of the Plan or until he files a change of investment election with the Administrator, in such form as the Administrator shall prescribe. A Participant's change of investment election may be made effective as of the date or dates prescribed by the Administrator.

10.2 - Deposit of Contributions

All Tax-Deferred Contributions, Rollover Contributions, and Employer Contributions shall be deposited in the Trust and allocated among the Investment Funds in accordance with the Participant's currently effective investment election; provided, however, that any contributions made to the Plan in qualifying employer securities shall be allocated to the Employer securities Investment Fund established by the Sponsor, pending directions to the Administrator regarding their future investment. If no investment election is on file with the Administrator at the time contributions are to be deposited to a Participant's Separate Account, the Participant shall be notified and an investment election form shall be provided to him. Until such Participant shall make an effective election under this Section, his contributions shall be allocated among the Investment Funds as directed by the Administrator.

10.3 - Election to Transfer Between Funds

A Participant may elect to transfer investments from any Investment Fund to any other Investment Fund. The Participant's transfer election shall specify either (i) a percentage, in the percentage increments prescribed by the Administrator, of the amount eligible for transfer, which percentage may not exceed 100 percent, or (ii) a dollar amount that is to be transferred. Subject to any restrictions pertaining to a particular Investment Fund, a Participant's transfer election may be made effective as of the date or dates prescribed by the Administrator.

ARTICLE XI CREDITING AND VALUING SEPARATE ACCOUNTS

11.1 - Crediting Separate Accounts

All contributions made under the provisions of the Plan shall be credited to Separate Accounts in the Trust Funds by the Trustee, in accordance with procedures established in writing by the Administrator, either when received or on the succeeding Valuation Date after valuation of the Trust Fund has been completed for such Valuation Date as provided in Section 11.2, as shall be determined by the Administrator.

11.2 - Valuing Separate Accounts

Separate Accounts in the Trust Funds shall be valued by the Trustee on the Valuation Date, in accordance with procedures established in writing by the Administrator, either in the manner adopted by the Trustee and approved by the Administrator or in the manner set forth in Section 11.3 as Plan valuation procedures, as determined by the Administrator.

11.3 - Plan Valuation Procedures

With respect to the Trust Funds, the Administrator may determine that the following valuation procedures shall be applied. As of each Valuation Date hereunder, the portion of any Separate Accounts in a Trust Fund shall be adjusted to reflect any increase or decrease in the value of the Trust Fund for the period of time occurring since the immediately preceding Valuation Date for the Trust Fund (the "valuation period") in the following manner:

- (a) First, the value of the Trust Fund shall be determined by valuing all of the assets of the Trust Fund at fair market value.
- (b) Next, the net increase or decrease in the value of the Trust Fund attributable to net income and all profits and losses, realized and unrealized, during the valuation period shall be determined on the basis of the valuation under paragraph (a) taking into account appropriate adjustments for contributions, loan payments, and transfers to and distributions, withdrawals, loans, and transfers from such Trust Fund during the valuation period.
- (c) Finally, the net increase or decrease in the value of the Trust Fund shall be allocated among Separate Accounts in the Trust Fund in the ratio of the balance of the portion of such Separate Account in the Trust Fund as of the preceding Valuation Date less any distributions, withdrawals, loans, and transfers from such Separate Account balance in the Trust Fund since the Valuation Date to the aggregate balances of the portions of all Separate Accounts in the Trust Fund similarly adjusted, and each Separate Account in the Trust Fund shall be credited or charged with the amount of its allocated share. Notwithstanding the foregoing, the Administrator may adopt such accounting procedures as it considers appropriate and equitable to establish a proportionate crediting of net increase or decrease in the value of the Trust Fund for contributions, loan payments, and transfers to and distributions, withdrawals, loans, and transfers from such Trust Fund made by or on behalf of a Participant during the valuation period.

11.4 - Finality of Determinations

The Trustee shall have exclusive responsibility for determining the balance of each Separate Account maintained hereunder. The Trustee's determinations thereof shall be conclusive upon all interested parties.

11.5 - Notification

Within a reasonable period of time after the end of each Plan Year, the Administrator shall notify each Participant and Beneficiary of the balances of his Separate Account and Sub-Accounts as of a Valuation Date during the Plan Year.

ARTICLE XII LOANS

12.1 - Application for Loan

A Participant who is a party in interest may make written application to the Administrator for a loan from his Separate Account.

As collateral for any loan granted hereunder, the Participant shall grant to the Plan a security interest in his vested interest under the Plan equal to the amount of the loan; provided, however, that in no event may the security interest exceed 50 percent of the Participant's vested interest under the Plan determined as of the date as of which the loan is originated in accordance with Plan provisions. In the case of a Participant who is an active employee, the Participant also shall enter into an agreement to repay the loan by payroll withholding. No loan in excess of 50 percent of the Participant's vested interest under the Plan shall be made from the Plan. Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other employees.

A loan shall not be granted unless the Participant consents in writing to the charging of his Separate Account for unpaid principal and interest amounts in the event the loan is declared to be in default.

12.2 - Reduction of Account Upon Distribution

Notwithstanding any other provision of the Plan, the amount of a Participant's Separate Account that is distributable to the Participant or his Beneficiary under Article XIII or XV shall be reduced by the portion of his vested interest that is held by the Plan as security for any loan outstanding to the Participant, provided that the reduction is used to repay the loan. If distribution is made because of the Participant's death prior to the commencement of distribution of his Separate Account and less than 100 percent of the Participant's vested interest in his Separate Account (determined without regard to the preceding sentence) is payable to his surviving spouse, then the balance of the Participant's vested interest in his Separate Account shall be adjusted by reducing the vested account balance by the amount of the security used to repay the loan, as provided in the preceding sentence, prior to determining the amount of the benefit payable to the surviving spouse.

12.3 - Requirements to Prevent a Taxable Distribution

Notwithstanding any other provision of the Plan to the contrary, the following terms and conditions shall apply to any loan made to a Participant under this Article:

- (a) The interest rate on any loan to a Participant shall be a reasonable interest rate commensurate with current interest rates charged for loans made under similar circumstances by persons in the business of lending money.
- (b) The amount of any loan to a Participant (when added to the outstanding balance of all other loans to the Participant from the Plan or any other plan maintained by an Employer or a Related Company) shall not exceed the lesser of:
 - (i) \$50,000, reduced by the excess, if any, of the highest outstanding balance of any other loan to the Participant from the Plan or any other plan maintained by an Employer or a Related Company during the preceding 12-month period over the outstanding balance of such loans on the date a loan is made hereunder; or
 - (ii) 50 percent of the vested portions of the Participant's Separate

Account and his vested interest under all other plans maintained by an Employer or a Related Company.

- (c) The term of any loan to a Participant shall be no greater than five years, except in the case of a loan used to acquire any dwelling unit which within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence of the Participant.
- (d) Except as otherwise permitted under Treasury regulations, substantially level amortization shall be required over the term of the loan with payments made not less frequently than quarterly.

12.4 - Administration of Loan Investment Fund

Upon approval of a loan to a Participant, the Administrator shall direct the Trustee to transfer an amount equal to the loan amount from the Investment Funds in which it is invested, as directed by the Administrator, to the loan Investment Fund established in the Participant's name. Any loan approved by the Administrator shall be made to the Participant out of the Participant's loan Investment Fund. All principal and interest paid by the Participant on a loan made under this Article shall be deposited to his Separate Account and shall be allocated upon receipt among the Investment Funds in accordance with the Participant's currently effective investment election. The balance of the Participant's loan Investment Fund shall be decreased by the amount of principal payments and the loan Investment Fund shall be terminated when the loan has been repaid in full.

12.5 - Default

If a Participant fails to make or cause to be made, any payment required under the terms of the loan within 90 days following the date on which such payment shall become due or there is an outstanding principal balance existing on a loan after the last scheduled repayment date, the Administrator shall direct the Trustee to declare the loan to be in default, and the entire unpaid balance of such loan, together with accrued interest, shall be immediately due and payable. In any such event, if such balance and interest thereon is not then paid, the Trustee shall charge the Separate Account of the borrower with the amount of such balance and interest as of the earliest date a distribution may be made from the Plan to the borrower without adversely affecting the tax qualification of the Plan or of the cash or deferred arrangement.

12.6 - Special Rules Applicable to Loans

Any loan made hereunder shall be subject to the following rules:

- (a) Loans limited to Eligible Employees: No loans shall be made to an Employee who makes a Rollover Contribution in accordance with Article V, but who is not an Eligible Employee as provided in Article III.
- (b) Minimum Loan Amount: A Participant may not request a loan for less than \$1,000.
- (c) Maximum Number of Outstanding Loans: A Participant with an outstanding loan may not apply for another loan until the existing loan is paid in full and may not refinance an existing loan or attain a second loan for

the purpose of paying off the existing loan. A Participant may not apply for more than one loan during the Plan Year. The provisions of this paragraph shall not apply to any loans made prior to the effective date of this amendment and restatement; provided, however, that a Participant may not apply for a new loan hereunder until all outstanding loans made to the Participant prior to the effective date of this amendment and restatement have been paid in full.

- (d) Maximum Period for Real Estate Loans: The term of any loan to a Participant that is used to acquire any dwelling unit which within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence of the Participant shall be no greater than ten years.
- (e) Pre-Payment Without Penalty: A Participant may pre-pay the balance of any loan hereunder prior to the date it is due without penalty.
- (f) Effect of Termination of Employment: Upon a Participant's termination of employment, the balance of any outstanding loan hereunder shall immediately become due and owing.

12.7 - Loans Granted Prior to Amendment

Notwithstanding any other provision of this Article to the contrary, any loan made under the provisions of the Plan as in effect prior to this amendment and restatement shall remain outstanding until repaid in accordance with its terms or the otherwise applicable Plan provisions.

ARTICLE XIII WITHDRAWALS WHILE EMPLOYED

13.1 - Withdrawals of Rollover Contributions

A Participant who is employed by an Employer or a Related Company and is determined by the Administrator to have incurred a hardship as defined in this Article may elect in writing, subject to the limitations and conditions prescribed in this Article, to make a cash withdrawal from his Rollover Contributions Sub-Account.

13.2 - Withdrawals of Tax-Deferred Contributions

A Participant who is employed by an Employer or a Related Company and who is determined by the Administrator to have incurred a hardship as defined in this Article may elect in writing, subject to the limitations and conditions prescribed in this Article, to make a cash withdrawal from his Tax-Deferred Contributions Sub-Account. The maximum amount that a Participant may withdraw pursuant to this Section because of a hardship is the balance of his Tax-Deferred Contributions Sub-Account, exclusive of any earnings credited to such Sub-Account as of a date that is after December 31, 1988.

13.3 - Conditions and Limitations on Hardship Withdrawals

A Participant must file a written application for a hardship withdrawal

with the Administrator such number of days prior to the date as of which it is to be effective as the Administrator may prescribe. Hardship withdrawals may be made effective as soon as reasonably practicable following the Administrator's receipt of the Participant's directions. The Administrator shall grant a hardship withdrawal only if it determines that the withdrawal is necessary to meet an immediate and heavy financial need of the Participant. An immediate and heavy financial need of the Participant means a financial need on account of:

- (a) expenses previously incurred by or necessary to obtain for the Participant, the Participant's spouse, or any dependent of the Participant (as defined in Section 152 of the Code) medical care described in Section 213(d) of the Code;
- (b) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (c) payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, the Participant's spouse, or any dependent of the Participant; or
- (d) the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence.

A withdrawal shall be deemed to be necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

The withdrawal is not in excess of the amount of the immediate and heavy financial need of the Participant.

The Participant has obtained all distributions, other than hardship distributions, and all non-taxable loans currently available under all plans maintained by an Employer or any Related Company.

The Participant's Tax-Deferred Contributions and the Participant's elective tax-deferred contributions and employee after-tax contributions under all other tax-qualified plans maintained by an Employer or any Related Company shall be suspended for at least twelve months after his receipt of the withdrawal.

The Participant shall not make Tax-Deferred Contributions or elective tax-deferred contributions under any other tax-qualified plan maintained by an Employer or any Related Company for the Participant's taxable year immediately following the taxable year of the withdrawal in excess of the applicable limit under Section 402(g) of the Code for such next taxable year less the amount of the Participant's Tax-Deferred Contributions and elective tax-deferred contributions under any other plan maintained by an Employer or any Related Company for the taxable year of the withdrawal.

The minimum hardship withdrawal that a Participant may make is \$1,000. The amount of a hardship withdrawal may include any amounts necessary to pay any Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A Participant shall not fail

to be treated as an Eligible Employee for purposes of applying the limitations contained in Article VII of the Plan merely because his Tax-Deferred Contributions are suspended in accordance with this Section.

13.4 - Order of Withdrawal from a Participant's Sub-Accounts

Distribution of a withdrawal amount shall be made from a Participant's Sub-Accounts, to the extent necessary, in the order prescribed by the Administrator, which order shall be uniform with respect to all Participants and non-discriminatory. If the Sub-Account from which a Participant is receiving a withdrawal is invested in more than one Investment Fund, the withdrawal shall be charged against the Investment Funds as directed by the Administrator.

ARTICLE XIV TERMINATION OF EMPLOYMENT AND SETTLEMENT DATE

14.1 - Termination of Employment and Settlement Date

A Participant's Settlement Date shall occur on the date he terminates employment with an Employer and all Related Companies because of death, disability, retirement, or other termination of employment. Written notice of a Participant's Settlement Date shall be given by the Administrator to the Trustee.

ARTICLE XV DISTRIBUTIONS

15.1 - Distributions to Participants

A Participant whose Settlement Date occurs shall receive distribution of his vested interest in his Separate Account in the form provided under Article XVI beginning as soon as reasonably practicable following his Settlement Date or the date his application for distribution is filed with the Administrator, if later. In addition, a Participant who continues in employment with an Employer or a Related Company after his Normal Retirement Date may elect to receive distribution of all or any portion of his Separate Account in the form provided under Article XVI at any time following his Normal Retirement Date.

15.2 - Distributions to Beneficiaries

If a Participant dies prior to the date distribution of his vested interest in his Separate Account begins under this Article, his Beneficiary shall receive distribution of the Participant's vested interest in his Separate Account in the form provided under Article XVI beginning as soon as reasonably practicable following the date the Beneficiary's application for distribution is filed with the Administrator. Unless distribution is to be made over the life or over a period certain not greater than the life expectancy of the Beneficiary, distribution of the Participant's entire vested interest shall be made to the Beneficiary no later than the end of the fifth calendar year beginning after the Participant's death. If

distribution is to be made over the life or over a period certain no greater than the life expectancy of the Beneficiary, distribution shall commence no later than:

- (a) If the Beneficiary is not the Participant's spouse, the end of the first calendar year beginning after the Participant's death; or
- (b) If the Beneficiary is the Participant's spouse, the later of (i) the end of the first calendar year beginning after the Participant's death or (ii) the end of the calendar year in which the Participant would have attained age 70 1/2.

If distribution is to be made to a Participant's spouse, it shall be made available within a reasonable period of time after the Participant's death that is no less favorable than the period of time applicable to other distributions. If a Participant dies after the date distribution of his vested interest in his Separate Account begins under this Article, but before his entire vested interest in his Separate Account is distributed, his Beneficiary shall receive distribution of the remainder of the Participant's vested interest in his Separate Account beginning as soon as reasonably practicable following the Participant's date of death in a form that provides for distribution at least as rapidly as under the form in which the Participant was receiving distribution.

15.3 - Cash Outs and Participant Consent

Notwithstanding any other provision of the Plan to the contrary, if a Participant's vested interest in his Separate Account does not exceed \$3,500, distribution of such vested interest shall be made to the Participant in a single sum payment as soon as reasonably practicable following his Settlement Date. If a Participant's vested interest in his Separate Account exceeds \$3,500, distribution shall not commence to such Participant prior to his Normal Retirement Date without the Participant's written consent. If at the time of a distribution or deemed distribution to a Participant from his Separate Account, the Participant's vested interest in his Separate Account exceeded \$3,500, then for purposes of this Section, the Participant's vested interest in his Separate Account on any subsequent date shall be deemed to exceed \$3,500.

15.4 - Required Commencement of Distribution

Notwithstanding any other provision of the Plan to the contrary, distribution of a Participant's vested interest in his Separate Account shall commence to the Participant no later than the earlier of:

- (a) 60 days after the close of the Plan Year in which (i) the Participant's Normal Retirement Date occurs, (ii) the 10th anniversary of the year in which he commenced participation in the Plan occurs, or (iii) his Settlement Date occurs, whichever is latest; or
- (b) the April 1 following the close of the calendar year in which he attains age 70 1/2, whether or not his Settlement Date has occurred, except that if a Participant attained age 70 1/2 prior to January 1, 1988, and was not a five-percent owner (as defined in Section 416 of the Code) at any time during the five-Plan-Year period ending within the calendar year in which he attained age 70 1/2, distribution of such Participant's vested

interest in his Separate Account shall commence no later than the April 1 following the close of the calendar year in which he attains age 70 1/2 or retires, whichever is later.

Distributions required to commence under this Section shall be made in the form provided under Article XVI and in accordance with Section 401(a)(9) of the Code and regulations issued thereunder, including the minimum distribution incidental benefit requirements.

15.5 - Reemployment of a Participant

If a Participant whose Settlement Date has occurred is reemployed by an Employer or a Related Company, he shall lose his right to any distribution or further distributions from the Trust arising from his prior Settlement Date and his interest in the Trust shall thereafter be treated in the same manner as that of any other Participant whose Settlement Date has not occurred.

15.6 - Restrictions on Alienation

Except as provided in Section 401(a)(13) of the Code relating to qualified domestic relations orders and Section 1.401(a)-13(b)(2) of Treasury regulations relating to Federal tax levies and judgments, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

15.7 - Facility of Payment

If the Administrator finds that any individual to whom an amount is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, such amount (unless prior claim therefor shall have been made by a duly qualified guardian or other legal representative) may, in the discretion of the Administrator, be paid to another person for the use or benefit of the individual found incapable of attending to his financial affairs or in satisfaction of legal obligations incurred by or on behalf of such individual. The Trustee shall make such payment only upon receipt of written instructions to such effect from the Administrator. Any such payment shall be charged to the Separate Account from which any such payment would otherwise have been paid to the individual found incapable of attending to his financial affairs and shall be a complete discharge of any liability therefor under the Plan.

15.8 - Inability to Locate Payee

If any benefit becomes payable to any person, or to the executor or administrator of any deceased person, and if that person or his executor or administrator does not present himself to the Administrator within a reasonable period after the Administrator mails written notice of his eligibility to receive a distribution hereunder to his last known address

and makes such other diligent effort to locate the person as the Administrator determines, that benefit will be forfeited. However, if the payee later files a claim for that benefit, the benefit will be restored.

15.9 - Distribution Pursuant to Qualified Domestic Relations Orders

Notwithstanding any other provision of the Plan to the contrary, if a qualified domestic relations order so provides, distribution may be made to an alternate payee pursuant to a qualified domestic relations order, as defined in Section 414(p) of the Code, regardless of whether the Participant's Settlement Date has occurred or whether the Participant is otherwise entitled to receive a distribution under the Plan.

ARTICLE XVI FORM OF PAYMENT

16.1 - Normal Form of Payment

Unless the Participant, or his Beneficiary, if the Participant has died, elects the optional form of payment, distribution shall be made to the Participant, or his Beneficiary, as the case may be, in a single sum payment. Distribution of the fair market value of the Participant's Separate Account under either the normal or optional forms of payment shall be made in cash or in kind, as elected by the Participant, except that distribution shall not be made in Employer stock.

16.2 - Optional Form of Payment

A Participant, or his Beneficiary, as the case may be, may elect to receive distribution in a series of installments over a period not exceeding the life expectancy of the Participant, or the Participant's Beneficiary, if the Participant has died, or a period not exceeding the joint life and last survivor expectancy of the Participant and his Beneficiary. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Participant's Separate Account. The determination of life expectancies shall be made on the basis of the expected return multiples in Table V and VI of Section 1.72-9 of the Treasury regulations and shall be calculated either once at the time installment payments begin or annually for the Participant and/or his Beneficiary, if his Beneficiary is his spouse, as determined by the Participant at the time installment payments begin.

16.3 - Change of Option Election

A Participant or Beneficiary who has elected the optional form of payment may revoke or change his election at any time prior to the date as of which his benefit commences by filing with the Administrator a written election in the form prescribed by the Administrator.

16.4 - Direct Rollover

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving distribution in the form of payment provided under this Article, a "qualified distributee" may elect in writing, in accordance with rules

prescribed by the Administrator, to have any portion or all of a distribution made on or after January 1, 1993, that is an "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the "qualified distributee"; provided, however, that this provision shall not apply if the total distribution is less than \$200 and that a "qualified distributee" may not elect this provision with respect to a portion of a distribution that is less than \$500. Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover. For purposes of this Section, the following terms have the following meanings:

- (a) An "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code that accepts rollovers; provided, however, that, in the case of a direct rollover by a surviving spouse, an eligible retirement plan does not include a qualified trust described in Section 401(a) of the Code.
- (b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Participant's Separate Account; provided, however, that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the qualified distributee or the joint lives or joint life expectancies of the qualified distributee and the qualified distributee's designated beneficiary, or for a specified period of ten years or more; and any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.
- (c) A "qualified distributee" means a Participant, his surviving spouse, or his spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

16.5 - Notice Regarding Forms of Payment

Within the 60 day period ending 30 days before the date as of which distribution of a Participant's Separate Account commences, the Administrator shall provide the Participant with a written explanation of his right to defer distribution until his Normal Retirement Date, or such later date as may be provided in the Plan, his right to make a direct rollover, and the forms of payment available under the Plan. Distribution of the Participant's Separate Account may commence less than 30 days after such notice is provided to the Participant if (i) the Administrator clearly informs the Participant of his right to consider his election of whether or not to make a direct rollover or to receive a distribution prior to his Normal Retirement Date and his election of a form of payment for a period of at least 30 days following his receipt of the notice and (ii) the Participant, after receiving the notice, affirmatively elects an early distribution.

16.6 - Reemployment

If a Participant is reemployed by an Employer or a Related Company prior to receiving distribution of the entire balance of his vested interest in his

Separate Account, his prior election of a form of payment hereunder shall become ineffective.

ARTICLE XVII
BENEFICIARIES

17.1 - Designation of Beneficiary

A married Participant's Beneficiary shall be his spouse, unless the Participant designates a person or persons other than his spouse as Beneficiary with his spouse's written consent. A Participant may designate a Beneficiary on the form prescribed by the Administrator. If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Participant and he has no surviving spouse, then the Beneficiary under the Plan shall be the Participant's estate. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if no other Beneficiary has been designated to receive the balance of the distribution in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

17.2 - Spousal Consent Requirements

Any written spousal consent given pursuant to this Article must acknowledge the effect of the action taken and must be witnessed by a Plan representative or a notary public. In addition, the spouse's written consent must either (i) specify any non-spouse Beneficiary designated by the Participant and that such Beneficiary may not be changed without written spousal consent or (ii) acknowledge that the spouse has the right to limit consent to a specific Beneficiary, but permit the Participant to change the designated Beneficiary without the spouse's further consent. A Participant's spouse will be deemed to have given written consent to the Participant's designation of Beneficiary if the Participant establishes to the satisfaction of a Plan representative that such consent cannot be obtained because the spouse cannot be located or because of other circumstances set forth in Section 401(a)(11) of the Code and regulations issued thereunder. Any written consent given or deemed to have been given by a Participant's spouse hereunder shall be valid only with respect to the spouse who signs the consent.

ARTICLE XVIII
ADMINISTRATION

18.1 - Authority of the Sponsor

The Sponsor, which shall be the administrator for purposes of ERISA and the plan administrator for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes

which arise under the Plan. The Sponsor may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Sponsor shall be a "named fiduciary" as that term is defined in Section 402(a)(2) of ERISA. The Sponsor may:

- (a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan (other than trustee responsibilities as defined in Section 405(c)(3) of ERISA) among named fiduciaries; and
- (b) designate a person or persons other than a named fiduciary to carry out any of such powers, authority, or responsibilities;

except that no allocation by the Sponsor of, or designation by the Sponsor with respect to, any of such powers, authority, or responsibilities to another named fiduciary or a person other than a named fiduciary shall become effective unless such allocation or designation shall first be accepted by such named fiduciary or other person in a writing signed by it and delivered to the Sponsor.

18.2 - Action of the Sponsor

Any act authorized, permitted, or required to be taken under the Plan by the Sponsor and which has not been delegated in accordance with Section 18.1, may be taken by a majority of the members of the board of directors of the Sponsor, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Sponsor designated by the board of directors to carry out such acts on behalf of the Sponsor. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Sponsor as under the Plan shall be in writing and signed by either (i) a majority of the members of the board of directors of the Sponsor or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Sponsor in accordance with the provisions of this Section.

18.3 - Claims Review Procedure

Whenever a claim for benefits under the Plan filed by any person (herein referred to as the "Claimant") is denied, whether in whole or in part, the Sponsor shall transmit a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension, within 180 days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim, (ii) specific reference to pertinent Plan provisions on which the denial is based, and (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary. The notice shall also include a statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Sponsor a written request therefor, which request shall contain the following information:

- (a) the date on which the Claimant's request was filed with the Sponsor; provided, however, that the date on which the Claimant's request for review was in fact filed with the Sponsor shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;
- (b) the specific portions of the denial of his claim which the Claimant requests the Sponsor to review;
- (c) a statement by the Claimant setting forth the basis upon which he believes the Sponsor should reverse the previous denial of his claim for benefits and accept his claim as made; and
- (d) any written material (offered as exhibits) which the Claimant desires the Sponsor to examine in its consideration of his position as stated pursuant to paragraph (c) of this Section.

Within 60 days of the date determined pursuant to paragraph (a) of this Section or, if special circumstances require an extension, within 120 days of such date, the Sponsor shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Sponsor's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Sponsor's decision was based.

18.4 - Qualified Domestic Relations Orders

The Sponsor shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Section 414(p) of the Code and regulations issued thereunder.

18.5 - Indemnification

In addition to whatever rights of indemnification the members of the board of directors of the Sponsor or any employee or employees of the Sponsor to whom any power, authority, or responsibility is delegated pursuant to Section 18.2, may be entitled under the articles of incorporation or regulations of the Sponsor, under any provision of law, or under any other agreement, the Sponsor shall satisfy any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement (other than amounts paid in settlement not approved by the Sponsor), in connection with any threatened, pending or completed action, suit, or proceeding which is related to the exercising or failure to exercise by such person or persons of any of the powers, authority, responsibilities, or discretion as provided under the Plan, or reasonably believed by such person or persons to be provided hereunder, and any action taken by such person or persons in connection therewith, unless the same is judicially determined to be the result of such person or persons' gross negligence or willful misconduct.

18.6 - Actions Binding

Subject to the provisions of Section 18.3, any action taken by the Sponsor which is authorized, permitted, or required under the Plan shall be final and binding upon the Employers, the Trustee, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Employers or the Trustee.

ARTICLE XIX AMENDMENT AND TERMINATION

19.1 - Amendment

Subject to the provisions of Section 19.2, the Sponsor may at any time and from time to time, by action of its board of directors, amend the Plan, either prospectively or retroactively. Any such amendment shall be by written instrument executed by the Sponsor.

19.2 - Limitation on Amendment

The Sponsor shall make no amendment to the Plan which shall decrease the accrued benefit of any Participant or Beneficiary, except that nothing contained herein shall restrict the right to amend the provisions of the Plan relating to the administration of the Plan and Trust. Moreover, no such amendment shall be made hereunder which shall permit any part of the Trust to revert to an Employer or any Related Company or be used or be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

19.3 - Termination

The Sponsor reserves the right, by action of its board of directors, to terminate the Plan as to all Employers at any time (the effective date of such termination being hereinafter referred to as the "termination date"). Upon any such termination of the Plan, the following actions shall be taken for the benefit of Participants and Beneficiaries:

- (a) As of the termination date, each Investment Fund shall be valued and all Separate Accounts and Sub-Accounts shall be adjusted in the manner provided in Article XI, with any unallocated contributions or forfeitures being allocated as of the termination date in the manner otherwise provided in the Plan. The termination date shall become a Valuation Date for purposes of Article XI. In determining the net worth of the Trust, there shall be included as a liability such amounts as shall be necessary to pay all expenses in connection with the termination of the Trust and the liquidation and distribution of the property of the Trust, as well as other expenses, whether or not accrued, and shall include as an asset all accrued income.
- (b) All Separate Accounts shall then be disposed of to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Article XV as if the termination date were his Settlement Date; provided, however, that notwithstanding the provisions of Article XV, if the Plan does not offer an annuity option and if neither his Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code), the Participant's written consent to the commencement of

distribution shall not be required regardless of the value of the vested portions of his Separate Account.

- (c) Notwithstanding the provisions of paragraph (b) of this Section, no distribution shall be made to a Participant of any portion of the balance of his Tax-Deferred Contributions Sub-Account prior to his separation from service (other than a distribution made in accordance with Article XIII or required in accordance with Section 401(a)(9) of the Code) unless (i) neither his Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code, a tax credit employee stock ownership plan as defined in Section 409 of the Code, or a simplified employee pension as defined in Section 408(k) of the Code) either at the time the Plan is terminated or at any time during the period ending 12 months after distribution of all assets from the Plan; provided, however, that this provision shall not apply if fewer than two percent of the Eligible Employees under the Plan were eligible to participate at any time in such other defined contribution plan during the 24-month period beginning 12 months before the Plan termination, and (ii) the distribution the Participant receives is a "lump sum distribution" as defined in Section 402(e)(4) of the Code, without regard to clauses (i), (ii), (iii), and (iv) of sub-paragraph (A), sub-paragraph (B), or sub-paragraph (H) thereof.

Notwithstanding anything to the contrary contained in the Plan, upon any such Plan termination, the vested interest of each Participant and Beneficiary in his Employer Contributions Sub-Account shall be 100 percent; and, if there is a partial termination of the Plan, the vested interest of each Participant and Beneficiary who is affected by the partial termination in his Employer Contributions Sub-Account shall be 100 percent. For purposes of the preceding sentence only, the Plan shall be deemed to terminate automatically if there shall be a complete discontinuance of contributions hereunder by all Employers.

19.4 - Reorganization

The merger, consolidation, or liquidation of any Employer with or into any other Employer or a Related Company shall not constitute a termination of the Plan as to such Employer. If an Employer disposes of substantially all of the assets used by the Employer in a trade or business or disposes of a subsidiary and in connection therewith one or more Participants terminates employment but continues in employment with the purchaser of the assets or with such subsidiary, no distribution from the Plan shall be made to any such Participant prior to his separation from service (other than a distribution made in accordance with Article XIII or required in accordance with Section 401(a)(9) of the Code), except that a distribution shall be permitted to be made in such a case, subject to the Participant's consent (to the extent required by law), if (i) the distribution would constitute a "lump sum distribution" as defined in section 402(e)(4) of the Code, without regard to clauses (i), (ii), (iii), or (iv) of sub-paragraph (A), sub-paragraph (B), or sub-paragraph (H) thereof, (ii) the Employer continues to maintain the Plan after the disposition, (iii) the purchaser does not maintain the Plan after the disposition, and (iv) the distribution is made by the end of the second calendar year after the calendar year in which the disposition occurred.

19.5 - Withdrawal of an Employer

An Employer other than the Sponsor may withdraw from the Plan at any time upon notice in writing to the Administrator (the effective date of such withdrawal being hereinafter referred to as the "withdrawal date"), and shall thereupon cease to be an Employer for all purposes of the Plan. An Employer shall be deemed automatically to withdraw from the Plan in the event of its complete discontinuance of contributions. Upon the withdrawal of an Employer, the withdrawing Employer shall determine whether a partial termination has occurred with respect to its Employees. In the event that the withdrawing Employer determines a partial termination has occurred, the action specified in Section 19.3 shall be taken as of the withdrawal date, as on a termination of the Plan, but with respect only to Participants who are employed solely by the withdrawing Employer, and who, upon such withdrawal, are neither transferred to nor continued in employment with any other Employer or a Related Company. The interest of any Participant employed by the withdrawing Employer who is transferred to or continues in employment with any other Employer or a Related Company, and the interest of any Participant employed solely by an Employer or a Related Company other than the withdrawing Employer, shall remain unaffected by such withdrawal; no adjustment to his Separate Accounts shall be made by reason of the withdrawal; and he shall continue as a Participant hereunder subject to the remaining provisions of the Plan.

ARTICLE XX ADOPTION BY OTHER ENTITIES

20.1 - Adoption by Other Entities

Any other entity that is not an Employer may, with the consent of the Sponsor, adopt the Plan and become an Employer hereunder by causing an appropriate written instrument evidencing such adoption to be executed in accordance with the requirements of its organizational authority. Any such instrument shall specify the effective date of the adoption.

20.2 - Effective Plan Provisions

An Employer who adopts the Plan shall be bound by the provisions of the Plan in effect at the time of the adoption and as subsequently in effect because of any amendment to the Plan.

ARTICLE XXI MISCELLANEOUS PROVISIONS

21.1 - No Commitment as to Employment

Nothing contained herein shall be construed as a commitment or agreement upon the part of any person to continue his employment with an Employer or Related Company, or as a commitment on the part of any Employer or Related Company to continue the employment, compensation, or benefits of any person for any period.

21.2 - Benefits

Nothing in the Plan nor the Trust Agreement shall be construed to confer any right or claim upon any person, firm, or corporation other than the Employers, the Trustee, Participants, and Beneficiaries.

21.3 - No Guarantees

The Employers, the Administrator, and the Trustee do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

21.4 - Expenses

The expenses of administration of the Plan, including the expenses of the Administrator and fees of the Trustee, shall be paid from the Trust as a general charge thereon, unless the Sponsor elects to make payment. Notwithstanding the foregoing, the Sponsor may direct that administrative expenses that are allocable to the Separate Account of a specific Participant shall be paid from that Separate Account and the costs incident to the management of the assets of an Investment Fund or to the purchase or sale of securities held in an Investment Fund shall be paid by the Trustee from such Investment Fund.

21.5 - Precedent

Except as otherwise specifically provided, no action taken in accordance with the Plan shall be construed or relied upon as a precedent for similar action under similar circumstances.

21.6 - Duty to Furnish Information

The Employers, the Administrator, and the Trustee shall furnish to any of the others any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties hereunder or otherwise imposed by law.

21.7 - Withholding

The Trustee shall withhold any tax which by any present or future law is required to be withheld, and which the Administrator notifies the Trustee in writing is to be so withheld, from any payment to any Participant or Beneficiary hereunder.

21.8 - Merger, Consolidation, or Transfer of Plan Assets

The Plan shall not be merged or consolidated with any other plan, nor shall any of its assets or liabilities be transferred to another plan, unless, immediately after such merger, consolidation, or transfer of assets or liabilities, each Participant in the Plan would receive a benefit under the Plan which is at least equal to the benefit he would have received immediately prior to such merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

21.9 - Back Pay Awards

The provisions of this Section shall apply only to an Employee or former Employee who becomes entitled to back pay by an award or agreement of an Employer without regard to mitigation of damages. If a person to whom this Section applies was or would have become an Eligible Employee after such back pay award or agreement has been effected, and if any such person who had not previously elected to make Tax-Deferred Contributions pursuant to Section 4.1 shall within 30 days of the date he receives notice of the provisions of this Section make an election to make Tax-Deferred Contributions in accordance with such Section 4.1 (retroactive to any Enrollment Date as of which he was or has become eligible to do so), then such Participant may elect that any Tax-Deferred Contributions not previously made on his behalf but which, after application of the foregoing provisions of this Section, would have been made under the provisions of Article IV, shall be made out of the proceeds of such back pay award or agreement. In addition, if any such Employee or former Employee would have been eligible to participate in the allocation of Employer Contributions under the provisions of Article VI for any prior Plan Year after such back pay award or agreement has been effected, his Employer shall make an Employer Contribution equal to the amount of the Employer Contribution which would have been allocated to such Participant under the provisions of Article VI as in effect during each such Plan Year. The amounts of such additional contributions shall be credited to the Separate Account of such Participant. Any additional contributions made by such Participant and by an Employer pursuant to this Section shall be made in accordance with, and subject to the limitations of the applicable provisions of Articles IV, VI, and VII.

21.10 - Condition on Employer Contributions

Notwithstanding anything to the contrary contained in the Plan or the Trust Agreement, any contribution of an Employer hereunder is conditioned upon the continued qualification of the Plan under Section 401(a) of the Code, the exempt status of the Trust under Section 501(a) of the Code, and the deductibility of the contribution under Section 404 of the Code. Except as otherwise provided in this Section and Section 21.11, however, in no event shall any portion of the property of the Trust ever revert to or otherwise inure to the benefit of an Employer or any Related Company.

21.11 - Return of Contributions to an Employer

Notwithstanding any other provision of the Plan or the Trust Agreement to the contrary, in the event any contribution of an Employer made hereunder:

- (a) is made under a mistake of fact, or
- (b) is disallowed as a deduction under Section 404 of the Code,

such contribution may be returned to the Employer within one year after the payment of the contribution or the disallowance of the deduction to the extent disallowed, whichever is applicable. In the event the Plan does not initially qualify under Section 401(a) of the Code, any contribution of an Employer made hereunder may be returned to the Employer within one year of the date of denial of the initial qualification of the Plan, but only if an application for determination was made within the period of time prescribed under Section 403(c)(2)(B) of ERISA.

21.12 - Validity of Plan

The validity of the Plan shall be determined and the Plan shall be construed and interpreted in accordance with the laws of the State or Commonwealth in which the Sponsor has its principal place of business, except as preempted by applicable Federal law. The invalidity or illegality of any provision of the Plan shall not affect the legality or validity of any other part thereof.

21.13 - Trust Agreement

The Trust Agreement and the Trust maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Trust Agreement are hereby incorporated by reference into the Plan.

21.14 - Parties Bound

The Plan shall be binding upon the Employers, all Participants and Beneficiaries hereunder, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

21.15 - Application of Certain Plan Provisions

A Participant's Beneficiary, if the Participant has died, or alternate payee under a qualified domestic relations order shall be treated as a Participant for purposes of directing investments as provided in Article X. For purposes of the general administrative provisions and limitations of the Plan, a Participant's Beneficiary or alternate payee under a qualified domestic relations order shall be treated as any other person entitled to receive benefits under the Plan. Upon any termination of the Plan, any such Beneficiary or alternate payee under a qualified domestic relations order who has an interest under the Plan at the time of such termination, which does not cease by reason thereof, shall be deemed to be a Participant for all purposes of the Plan.

21.16 - Leased Employees

Any leased employee, other than an excludable leased employee, shall be treated as an employee of the Employer for which he performs services for all purposes of the Plan; provided, however, that contributions to a qualified plan made on behalf of a leased employee by the leasing organization that are attributable to services for the Employer shall be treated as having been made by the Employer and there shall be no duplication of benefits under this Plan. A "leased employee" means any person who performs services for an Employer or a Related Company (the "recipient") (other than an employee of the recipient) pursuant to an agreement between the recipient and any other person (the "leasing organization") on a substantially full-time basis for a period of at least one year, provided that such services are of a type historically performed, in the business field of the recipient, by employees. An "excludable leased employee" means any leased employee of the recipient who is covered by a money purchase pension plan maintained by the leasing organization which provides for (i) a nonintegrated employer contribution on behalf of each participant in the plan equal to at least ten percent of compensation, (ii) full and immediate vesting, and (iii) immediate participation by employees of the leasing organization (other than employees who perform

substantially all of their services for the leasing organization or whose compensation from the leasing organization in each plan year during the four-year period ending with the plan year is less than \$1,000); provided, however, that leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated work force. For purposes of this Section, contributions or benefits provided to a leased employee by the leasing organization that are attributable to services performed for the recipient shall be treated as provided by the recipient.

21.17 - Transferred Funds

If funds from another qualified plan are transferred or merged into the Plan, such funds shall be held and administered in accordance with any restrictions applicable to them under such other plan to the extent required by law and shall be accounted for separately to the extent necessary to accomplish the foregoing.

ARTICLE XXII TOP-HEAVY PROVISIONS

22.1 - Definitions

For purposes of this Article, the following terms shall have the following meanings:

- (a) The "compensation" of an employee means compensation as defined in Section 415 of the Code and regulations issued thereunder. In no event, however, shall the compensation of a Participant taken into account under the Plan for any Plan Year exceed (1) \$200,000 for Plan Years beginning prior to January 1, 1994, or (2) \$150,000 for Plan Years beginning on or after January 1, 1994 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code; provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning in such calendar year). If the compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months. In determining the compensation, for purposes of applying the annual compensation limitation described above, of a Participant who is a five-percent owner or one of the ten Highly Compensated Employees receiving the greatest compensation for the Plan Year, the compensation of the Participant's spouse and of his lineal descendants who have not attained age 19 as of the close of the Plan Year shall be included as compensation of the Participant for the Plan Year. If as a result of applying the family aggregation rule described in the preceding sentence the annual compensation limitation would be exceeded, the limitation shall be prorated among the affected family members in proportion to each

member's compensation as determined prior to application of the family aggregation rules.

- (b) The "determination date" with respect to any Plan Year means the last day of the preceding Plan Year, except that the determination date with respect to the first Plan Year of the Plan, shall mean the last day of such Plan Year.
- (c) A "key employee" means any Employee or former Employee who is a key employee pursuant to the provisions of Section 416(i)(1) of the Code and any Beneficiary of such Employee or former Employee.
- (d) A "non-key employee" means any Employee who is not a key employee.
- (e) A "permissive aggregation group" means those plans included in each Employer's required aggregation group together with any other plan or plans of the Employer, so long as the entire group of plans would continue to meet the requirements of Sections 401(a)(4) and 410 of the Code.
- (f) A "required aggregation group" means the group of tax-qualified plans maintained by an Employer or a Related Company consisting of each plan in which a key employee participates and each other plan that enables a plan in which a key employee participates to meet the requirements of Section 401(a)(4) or Section 410 of the Code, including any plan that terminated within the five-year period ending on the relevant determination date.
- (g) A "super top-heavy group" with respect to a particular Plan Year means a required or permissive aggregation group that, as of the determination date, would qualify as a top-heavy group under the definition in paragraph (i) of this Section with "90 percent" substituted for "60 percent" each place where "60 percent" appears in the definition.
- (h) A "super top-heavy plan" with respect to a particular Plan Year means a plan that, as of the determination date, would qualify as a top-heavy plan under the definition in paragraph (j) of this Section with "90 percent" substituted for "60 percent" each place where "60 percent" appears in the definition. A plan is also a "super top-heavy plan" if it is part of a super top-heavy group.
- (i) A "top-heavy group" with respect to a particular Plan Year means a required or permissive aggregation group if the sum, as of the determination date, of the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such group and the aggregate of the account balances of key employees under all defined contribution plans included in such group exceeds 60 percent of a similar sum determined for all employees covered by the plans included in such group.
- (j) A "top-heavy plan" with respect to a particular Plan Year means (i), in the case of a defined contribution plan (including any simplified employee pension plan), a plan for which, as of the determination date, the aggregate of the accounts (within the meaning of Section 416(g) of the Code and the regulations and rulings thereunder) of key employees exceeds 60 percent of the aggregate of the accounts of all participants

under the plan, with the accounts valued as of the relevant valuation date and increased for any distribution of an account balance made in the five-year period ending on the determination date, (ii), in the case of a defined benefit plan, a plan for which, as of the determination date, the present value of the cumulative accrued benefits payable under the plan (within the meaning of Section 416(g) of the Code and the regulations and rulings thereunder) to key employees exceeds 60 percent of the present value of the cumulative accrued benefits under the plan for all employees, with the present value of accrued benefits to be determined under the accrual method uniformly used under all plans maintained by an Employer or, if no such method exists, under the slowest accrual method permitted under the fractional accrual rate of Section 411(b)(1)(C) of the Code and including the present value of any part of any accrued benefits distributed in the five-year period ending on the determination date, and (iii) any plan (including any simplified employee pension plan) included in a required aggregation group that is a top-heavy group. For purposes of this paragraph, the accounts and accrued benefits of any employee who has not performed services for an Employer or a Related Company during the five-year period ending on the determination date shall be disregarded. For purposes of this paragraph, the present value of cumulative accrued benefits under a defined benefit plan for purposes of top-heavy determinations shall be calculated using the actuarial assumptions otherwise employed under such plan, except that the same actuarial assumptions shall be used for all plans within a required or permissive aggregation group. A Participant's interest in the Plan attributable to any Rollover Contributions, except Rollover Contributions made from a plan maintained by an Employer or a Related Company, shall not be considered in determining whether the Plan is top-heavy. Notwithstanding the foregoing, if a plan is included in a required or permissive aggregation group that is not a top-heavy group, such plan shall not be a top-heavy plan.

- (k) The "valuation date" with respect to any determination date means the most recent Valuation Date occurring within the 12-month period ending on the determination date.

22.2 - Applicability

Notwithstanding any other provision of the Plan to the contrary, the provisions of this Article shall be applicable during any Plan Year in which the Plan is determined to be a top-heavy plan as hereinafter defined.

22.3 - Minimum Employer Contribution

If the Plan is determined to be a top-heavy plan, the Employer Contributions allocated to the Separate Account of each non-key employee who is an Eligible Employee and who is employed by an Employer or a Related Company on the last day of such top-heavy Plan Year shall be no less than the lesser of (i) three percent of his compensation or (ii) the largest percentage of compensation that is allocated as an Employer Contribution and/or Tax-Deferred Contribution for such Plan Year to the Separate Account of any key employee; except that, in the event the Plan is part of a required aggregation group, and the Plan enables a defined benefit plan included in such group to meet the requirements of Section 401(a)(4) or 410 of the Code, the minimum allocation of Employer Contributions to each such non-key employee shall be three percent of the compensation of such non-key

employee. Any minimum allocation to a non-key employee required by this Section shall be made without regard to any social security contribution made on behalf of the non-key employee, his number of hours of service, his level of compensation, or whether he declined to make elective or mandatory contributions. Notwithstanding the minimum top-heavy allocation requirements of this Section, if the Plan is a top-heavy plan, each non-key employee who is an Eligible Employee and who is employed by an Employer or a Related Company on the last day of a top-heavy Plan Year and who is also covered under a top-heavy defined benefit plan maintained by an Employer or a Related Company will receive the top-heavy benefits provided under the defined benefit plan in lieu of the minimum top-heavy allocation under the Plan offset by the benefits provided under the Plan.

22.4 - Adjustments to Section 415 Limitations

If the Plan is determined to be a top-heavy plan and an Employer maintains a defined benefit plan covering some or all of the Employees that are covered by the Plan, the defined benefit plan fraction and the defined contribution plan fraction, described in Article VII, shall be determined as provided in Section 415 of the Code by substituting "1.0" for "1.25" each place where "1.25" appears, except that such substitutions shall not be applied to the Plan if (i) the Plan is not a super top-heavy plan, (ii) the Employer Contribution for such top-heavy Plan Year for each non-key employee who is to receive a minimum top-heavy benefit hereunder is not less than four percent of such non-key employee's compensation, and (iii) the minimum annual retirement benefit accrued by a non-key employee who participates under one or more defined benefit plans of an Employer or a Related Company for such top-heavy Plan Year is not less than the lesser of three percent times years of service with an Employer or a Related Company or thirty percent.

ARTICLE XXIII
EFFECTIVE DATE

23.1 - Effective Date of Amendment and Restatement

This amendment and restatement is effective as of May 1, 1997.

* * *

EXECUTED AT _____,
_____, this _____ day of _____, 19__.

HUB GROUP, INC.

By: _____
Title:

ARTICLE XXIII
EFFECTIVE DATE

23.1 - Effective Date of Amendment and Restatement

This amendment and restatement is effective as of May 1, 1997.

* * *

EXECUTED AT _____,
_____, this _____ day of _____, 19__.

HUB GROUP, INC.

By: _____
Title:

June 13, 1997

Hub Group, Inc.
377 East Butterfield Road, Suite 700
Lombard, Illinois 60148

Ladies and Gentlemen:

We are acting as special counsel to Hub Group, Inc. (the "Company") in connection with the registration under the Securities Act of 1933, as amended, of 200,000 shares of its Class A Common Stock, \$.01 par value (the "Shares"), to be offered pursuant to the Hub Group Employee Profit Sharing Plan and Trust, as maintained by Hub Group City Terminals, Inc. and each of the limited partnerships for which it acts as general partner, as well as the Hub City North Central, Inc. 401(k) Profit Sharing Plan (together, the "Plans"). In connection therewith, we have examined or are otherwise familiar with the Company's Certificate of Incorporation, the Company's By-Laws, the Plans, the Company's Registration Statement on Form S-8 (the "Registration Statement") relating to the Shares, relevant resolutions of the Board of Directors of the Company, and such other documents and instruments as we have deemed necessary for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that the Shares are duly authorized for issuance and when issued in accordance with the provisions of the Plan will be legally issued, fully paid and non-assessable shares of the Company.

We hereby consent to the filing of this opinion as an Exhibit to the Registration Statement.

Very truly yours,

MAYER, BROWN & PLATT

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-8 (File No. 333-) of our reports dated February 6, 1997 included in Hub Group, Inc's Form 10-K for the year ended December 31, 1996 and to all references to our Firm included in this Registration Statement.

ARTHUR ANDERSEN LLP

Chicago, Illinois
June 12, 1997