

FLEXIBLE BENEFIT PLAN

PLAN DOCUMENT

AS ADOPTED BY:

THE YAHNIS COMPANY

EFFECTIVE:

OCTOBER 1, 2012

FLEXIBLE BENEFIT PLAN

1. INTRODUCTION

1.1 PURPOSE OF PLAN

The purpose of this Flexible Benefit Plan (“the Plan”) is to provide Employees of the Company a choice between cash and non-taxable Benefit Options. The Plan is intended to qualify as a “cafeteria plan” under Section 125 of the Internal Revenue Code, as amended from time to time. This Plan is intended to be maintained for the exclusive benefit of the Company's eligible Employees and their Dependents. The Employer further intends that the terms of this Plan be legally enforceable by eligible Employees.

The current Summary Plan Description is incorporated by reference and is made a part of this Plan Document. The Summary Plan Description includes the most recently adopted plan specifications, Benefit Options, and further details.

2. DEFINITIONS

The following words and phrases are used in this Plan and will have the meanings set forth unless a different meaning is clearly required by the context.

2.1 ADMINISTRATOR

Employer and/or other person or committee who has been so designated by the Employer in the Summary Plan Description. Also referred to as Plan Administrator.

2.2 AFFILIATED EMPLOYER

Any Employer who, within the context of Code Section 414(b), (c), or (m) of the Code, will be treated with the Employer as a single employer for purposes of Code Section 125.

2.3 ANNIVERSARY DATE

The first day of any Plan Year after the initial startup date.

2.4 BENEFIT CREDITS

Any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for the Employee and any eligible Spouse or Dependents, if applicable. To the extent offered and set forth in the enrollment material, an Employee may be permitted to allocate his allotted share of Benefit Credits among various Benefit Options selected by the Employee. The amount of Benefit Credits, if any, for each Employee is set forth in the enrollment materials provided by the Plan Administrator. Benefit Credits may be adjusted upward or downward at the Employer's discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner based on the Employee's Dependent status, commencement or termination date of the Employee's employment during the Plan Year, and such other factors as the Employer shall prescribe. Benefit Credits available either may be limited to purchase of a particular Benefit Option, or may be unrestricted as designated in the enrollment materials provided by the Plan Administrator. Except as otherwise provided in the Summary Plan Description and enrollment materials, Benefit Credits will not be disbursed to the Employee if the cost of Benefit Options elected is less than the Benefit Credits allocable thereto. Any excess shall be retained by the Employer.

2.5 BENEFIT ELECTION FORM

Agreement whereby the eligible Employee indicates his/her participation by electing to reduce and/or deduct from the Employee's Compensation in order to receive selected benefits. The Benefit Election Form is also known as a Salary Reduction Agreement.

2.6 BENEFIT OPTION(S)

Those Qualified Benefits available to a Participant under this Plan, as specified in the Summary Plan Description.

2.7 BOARD OF DIRECTORS

The duly elected Board of Directors of the Employer, as constituted from time to time.

2.8 CASH BENEFITS

The cash payment described in Section 6.2 of this Plan.

2.9 CHANGE IN STATUS

Change in status means any of the events described in the Summary Plan Description, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change a Participant's election mid-year. *Note:* See the SPD for requirements to permit certain mid-year election changes on account of a Change in Status.

2.10 CODE

The Internal Revenue Code, as amended from time to time.

2.11 COMPANY

The organization named in the Summary Plan Description as the Employer, The Yahnis Company.

2.12 COMPENSATION

The cash wages paid to an Employee by the Employer determined prior to:

- (a) any salary deferral elections made under Code Sec. 401(k), 403(b), 408(k) or 457 (if any) plans,
- (b) any salary reduction elections made under this Plan, and
- (c) any salary reduction elections made under any other applicable tax-favored fringe benefit plan maintained by the Employer.

2.13 CONTRIBUTIONS

Amounts withheld from a Participant's Compensation before any applicable state and federal taxes have been deducted or, if permitted by the Employer, after all applicable state and federal taxes have been deducted, in accordance with the Participant's Salary Reduction Agreement, to apply towards the cost of the Benefit Options selected by the Participant.

2.14 DEPENDENT

Any individual who is a tax dependent of the Participant as defined in Code Section 152 (except as otherwise defined in Code Section 105(b) and expanded, as applicable, by ERISA Section 714).

2.15 EFFECTIVE DATE

Date specified in the Summary Plan Description on which the Plan is applicable to the eligible Employees.

2.16 ELECTION PERIOD

The period established by the Plan Administrator during which an election is made to participate in the Plan pursuant to the election rules set forth below.

2.17 ELIGIBILITY REQUIREMENTS

Those requirements setting forth the minimum conditions necessary to be able to participate in the Plan as set forth in the Summary Plan Description.

2.18 EMPLOYEE

Any individual who is considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer provided the component Benefit Option allows for such continuation and any required contributions are made. The term "Employee" shall not include any leased employee (as Code Section 414(n) defines that term) or an individual classified by the employer as a contract worker, independent contractor, temporary employee, seasonal or casual employee, whether or not any such persons deemed by a court to be in a legal employer-employee relationship with the Employer. In addition, the term "Employee" shall not include any self-employed individual who receives from the Employer "net earnings from self employment" within the meaning of Code Section

401(c)(2) unless such individual is also an Employee or an individual covered under a collective bargaining agreement and the collective bargaining agreement specifically provides for participation herein.

2.19 EMPLOYER

The Yahnis Company and any Affiliated Employer that adopts the Plan pursuant to the Company's authorization. When the Plan provides that the "Employer" has a certain power (e.g., the appointment of an Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the Plan), the term "Employer" shall mean only the Company. Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

2.20 ENTRY DATE

The date participation in the Plan actually commences after the Eligibility Requirements have been met. This date is set forth in the Summary Plan Description.

2.21 HEALTH SAVINGS ACCOUNT

Health Savings Account means an account described in Section 223 of the Code that is established by an individual or an Employer on behalf of certain individuals for the purposes of paying qualified medical expenses. If applicable, contributions made by participants to a Health Savings Account may be made through the Plan on a pre-tax basis.

2.22 HIGHLY COMPENSATED INDIVIDUAL

An individual defined under Section 105(h), 125(e)(2), or 414(q) of the Code as a "highly compensated individual" or a "highly compensated employee."

2.23 INSURANCE BENEFITS

Employer-sponsored Benefit Options provided pursuant to one or more insurance policies issued by an insurance carrier or pursuant to a self-funded arrangement.

2.24 KEY EMPLOYEE

An individual who is a "key employee" as defined in Section 125(b)(2) of the Code.

2.25 PARTICIPANT

Any eligible Employee participating in the Plan in accordance with Section 3 below.

2.26 PLAN

This document as set forth herein, together with any and all documents incorporated by reference, including the Summary Plan Description, attachments, amendments, and supplements. The Plan will be known by the name and number set forth in the Summary Plan Description.

2.27 PLAN YEAR

Twelve-month period commencing and ending on the dates indicated in the Summary Plan Description and each anniversary thereof. The first Plan Year will commence on the Effective Date of the Plan and may be for less than twelve months. A period of less than twelve months may be a Plan Year for the initial or final Plan Years, and a transition period to a different Plan Year.

2.28 PREMIUM CONVERSION WAIVER FORM

Agreement whereby an eligible Employee elects to waive participation in the Plan and chooses to receive his or her full compensation in cash (regular income without salary withholding).

2.29 QUALIFIED BENEFITS

Any benefit not included in the gross income of the Employee by reason of an express provision of Chapter 1 of the Code (other than Sections 106(b), 117, 124, 127, or 132), including (a) any group-term life insurance coverage that is includible in gross income only by virtue of exceeding the dollar limitation on nontaxable coverage under Code Section 79; (b) a Health

Savings Account; and (c) any other benefit permitted by the Income Tax Regulations. Long-Term Care insurance is not be a qualified benefit under the Plan.

2.30 SALARY REDUCTION AGREEMENT

Where applicable, the agreement whereby the eligible Employee participates in the Plan by electing to reduce and/or deduct from the Employee's Compensation so as to receive selected Benefit Options. The Salary Reduction Agreement is also known as a Benefit Election Form.

2.31 SPOUSE

An individual who is legally married to a Participant (and who is treated as a spouse under the Code).

2.32 SUMMARY PLAN DESCRIPTION OR "SPD"

The document and all appendices incorporated into and made a part of the SPD that is adopted by the Employer and attached to this Plan Document as Attachment I, as amended from time to time. The SPD is incorporated hereto by reference.

3. ELIGIBILITY AND PARTICIPATION

3.1 ELIGIBILITY REQUIREMENTS

Each Employee who has satisfied the Eligibility Requirements as set forth in the SPD is eligible to participate in the Plan on the designated plan entry date. Eligibility for the component Benefit Options is subject to the additional requirements, if any, specified in the applicable governing documents for the Benefit Options. The provisions of this Plan are not intended to override any exclusion, eligibility requirement, or waiting period specified in the applicable Benefit Options.

3.2 PARTICIPATION TERMINATION

A Participant will cease to be a Participant as of the earlier of the dates set forth in the SPD.

3.3 NON-FMLA LEAVE OF ABSENCE

If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Options chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Options chosen by the Participant, the election change rules below will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

3.4 QUALIFIED LEAVE UNDER FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Options that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment options provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

3.5 AUTOMATIC TERMINATION OF ELECTION AND REINSTATEMENT OF PARTICIPATION

Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

4. ELECTION OF BENEFITS

4.1 ELECTION OF BENEFITS

Any eligible Employee who has satisfied the Eligibility Requirements of the Plan and then elects to become covered under one or more of the Benefit Options set forth in the Summary Plan Description during one of the enrollment periods described below, will be deemed to have agreed to a reduction in Compensation equal to the Participant's share of the cost of each such benefit, unless the eligible Employee specifically requests pay for his or her costs on an after-tax basis. Any Employee wishing to pay for his or her share of the cost of the Benefit Options on an after-tax basis must sign a Premium Conversion Waiver Form, as provided by the Plan Administrator, electing to receive his or her full compensation in cash.

4.2 ELECTION PERIOD PRIOR TO EFFECTIVE DATE

Any eligible Employee who has satisfied the Eligibility Requirements of the Plan on or before the Effective Date of the Plan and is covered under one or more of the Benefit Options set forth in the Summary Plan Description will be deemed to have agreed to a reduction in Compensation equal to the Participant's share of the cost of each such benefit, unless the eligible Employee specifically requests pay for his or her costs on an after-tax basis. Any Employee wishing to pay for his or her share of the cost of the Benefit Options on an after-tax basis must sign a Premium Conversion Waiver Form, as provided by the Plan Administrator, electing to receive his or her full compensation in cash. If the Plan is amended and restated during a Plan Year, Participants' elections (either to participate or not to participate) in effect immediately preceding the amended and restated Effective Date, as set forth in the SPD, shall be continued for the remainder of the Plan Year, except as otherwise provided herein.

4.3 ANNUAL ELECTION PERIOD

Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to (i) become a Participant in this Plan, (ii) continue participation in this Plan, or (iii) modify or cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right. Such period of time shall be known as the "Annual Election Period."

An eligible Employee who is not a current Participant in the Plan and who fails to return a Benefit Election Form to the Plan Administrator on or before the end of the Annual Election Period will be deemed to have elected to receive his or her full Compensation in cash. This election shall be effective for the entire Plan Year beginning on the Anniversary Date, subject to Section 4.6 herein.

An Employee who is currently participating will be deemed to have agreed to a reduction in Compensation for the subsequent Plan Year equal to the Participant's share of the cost of each Benefit Option, unless the Participant signs a Premium Conversion Waiver Form, as provided by the Plan Administrator, electing to receive his or her full compensation in cash. This shall be effective for the entire Plan Year beginning on the Anniversary Date, subject to Section 4.6 herein.

4.4 INITIAL ELECTION PERIOD

An Employee who becomes eligible to become a Participant in this Plan after the Effective Date and enrolls under one or more of the Benefit Options set forth in the Summary Plan Description will be deemed to have agreed to a reduction in Compensation equal to the Participant's share of the cost of each such benefit, unless the eligible Employee specifically requests to pay for his or her costs on an after-tax basis. Any Employee wishing to pay for his or her share of the cost of the Benefit Options on an after-tax basis must sign a Premium Conversion Waiver Form, as provided by the Plan Administrator, electing to receive his or her full compensation in cash.

4.5 CHANGES BY ADMINISTRATORS

If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any nondiscrimination requirement imposed by the Code or any limitation on benefits provided to Key Employees, the Plan Administrator will take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, with limitation, a modification of elections by Highly Compensated and/or Key Employees with or without the consent of such Employees.

4.6 REVOCATION OF ELECTIONS

A Participant shall not make any changes to his or her Contribution election under the Plan, or to the Participant's elected allocation of Benefit Credits (if applicable), except for election changes permitted under this Section, for changes made during the Annual Election Period, changes caused by termination of participation and changes pursuant to the Family and Medical Leave Act.

Except as provided in the SPD for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later).

The circumstances under which a Participant may change his election under this Plan shall be set forth in the SPD.

5. CONTRIBUTIONS

5.1 CONTRIBUTIONS FOR ELECTED BENEFIT OPTIONS

A Participant agrees to reduce the Participant's cash Compensation by such amounts as are necessary to provide for the elected Benefit Options. These amounts will then be contributed by the Employer on the Employee's behalf as employer contributions.

5.2 SOURCE OF CONTRIBUTIONS

The Employer shall withhold Contributions equal to the cost of the elected Benefit Options less any applicable Benefit Credits for coverage of the Participant and/or the Participant's Spouse or Dependents. The required Contributions thereunder shall be set forth in the enrollment material. Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Contributions plus any available Benefit Credits shall not exceed the aggregate cost of the Benefit Options elected.

5.3 BENEFIT CREDITS

The Employer may, but is not required to, make available Benefit Credits. The amount of such Benefit Credits, if any, and the manner in which they may be applied, will be described in the enrollment material.

5.4 ALLOCATIONS IRREVOCABLE DURING PLAN YEAR

Except as otherwise provided herein, neither the Contributions withheld nor the Benefit Credits (if applicable) allocated towards the cost of Benefit Options by the Participant can be changed during the Plan Year.

5.5 REDUCTION OF CERTAIN ELECTIONS TO PREVENT DISCRIMINATION

If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

5.6 ADJUSTMENT OF ELECTIONS DUE TO CONTRIBUTION CHANGES

The Plan Administrator may automatically increase or decrease on a prospective basis the amount of a Participant's Salary Reduction Agreement during the Plan Year in response to an insignificant change (as determined by the Plan Administrator) in the Contribution required for the Insurance Benefits elected hereunder, commensurate with the time that the change is effective.

If the Plan Administrator determines a Contribution increase to be significant, the Plan Administrator will notify the Participants of their permitted actions. Unless the Participant is entitled to and makes a change of election, the adjusted Contribution amount will be in effect until the end of the Plan Year.

6. BENEFIT OPTIONS

The maximum benefit a Participant may elect under this Plan shall not exceed the sum of the following Benefit Options. The benefits offered under the Plan will be set forth in the SPD:

6.1 INSURANCE BENEFITS

The Employer shall withhold from a Participant's Compensation an amount equal to the Contributions required from the Participant (less any applicable Benefit Credits) for coverage of the Participant and/or the Participant's Spouse or Dependents under the Benefit Options consisting of Insurance Benefits elected by the Participant and maintained by the Employer as set forth in the SPD. The Insurance Benefits are subject to the terms and conditions of the applicable Benefit Options, which are incorporated herein.

6.2 CASH BENEFITS

To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a pre-tax Contribution or after-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments, provided however, that Benefit Credits may not be received in the form of cash compensation unless otherwise provided in the SPD or in the enrollment materials.

6.3 HEALTH SAVINGS ACCOUNTS

Where applicable, and to the extent permitted by the Employer (as set forth in the SPD), a Participant may elect to contribute to a Health Savings Account. Contributions to a Health Savings Account during the Plan Year may not exceed the annual limit allowed by current IRS regulations. In addition, the election to contribute to a Health Savings Account is irrevocable during the Plan Year except as otherwise set forth in this Plan.

7. PLAN ADMINISTRATION

7.1 APPOINTMENT OF ADMINISTRATORS

The Plan will be administered by the Plan Administrator as named in the SPD. If a Plan Administrator is not named, the Employer shall be the Plan Administrator.

7.2 ALLOCATION OF RESPONSIBILITY FOR ADMINISTRATION

The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD. In the case of an insured Benefit Option, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder [typically, the insurer is not the Plan Administrator]. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties to:

- (a) Require any person to furnish such reasonable information as the Plan Administrator may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan,
- (b) Make and enforce such rules and regulations and prescribe the use of such forms as the Plan Administrator shall deem necessary for the efficient administration of the Plan,
- (c) Decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan,
- (d) Determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan, to inform the Employer, insurer as appropriate, of the amount of such benefits, and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part,
- (e) Designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan,
- (f) Keep records of all acts and determinations, and to keep all such records, books of account, data, and other documents as may be necessary for the proper administration of the Plan, and

(g) Do all things necessary to operate and administer the Plan in accordance with its provisions.

7.3 PROVISION FOR THIRD-PARTY PLAN SERVICE PROVIDER

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan and to rely upon all tables, valuations, certificates, reports, and opinions furnished accordingly. Unless otherwise provided in the service agreement with the Plan Service Provider, obligations under this Plan shall remain the sole obligation and responsibility of the Employer.

7.4 FIDUCIARY LIABILITY

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

7.5 COMPENSATION OF PLAN ADMINISTRATOR

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

7.6 BONDING

Unless otherwise determined by the Employer or unless required by any federal or state law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

7.7 PAYMENT OF ADMINISTRATIVE EXPENSES

All reasonable expenses incurred in administering the Plan are currently paid by the Employer.

7.8 FUNDING POLICY

The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type which may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and shall be retained by the Employer. The Employer will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this plan. Such limitation shall include, but not be limited to, losses or obligations which pertain to the following:

- (a) Once insurance is applied for or obtained, the Employer will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer;
- (b) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other loss which result from such failure;
- (c) When employment ends, the Employer will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this plan, and the Employer will not be liable for or responsible to see to the payment of any premium after employment ends.

7.9 INDEMNIFICATION

The Plan Administrator shall be indemnified by the Employer against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct.

8. CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax Contributions made under this Plan (i.e. determinations of Change in Status events, changes in cost or coverage, eligibility and participation matters under this document) and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts. Only after exhaustion of the claims procedure as provided under this Plan may any person pursue any other legal or equitable remedy.

9. PLAN AMENDMENT AND TERMINATION

9.1 PERMANENCY

While the Employer fully expects that this Plan will continue indefinitely, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided below.

9.2 EMPLOYER'S RIGHT TO AMEND

The Employer reserves the right to:

- (a) Amend the Plan at any time and from time-to-time, and retroactively, if deemed necessary or appropriate for any reason whatsoever; and
- (b) Modify or amend in whole; or in part any or all of the provisions of the Plan; provided, however, that, no such modification or amendment shall make it possible for any balances in a Participant's Account to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their beneficiaries under the Plan.

9.3 EMPLOYER'S RIGHT TO TERMINATE

The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Board of Directors (or a duly authorized officer) in accordance with its normal procedures for transacting business.

9.4 DETERMINATION OF EFFECTIVE DATE OF AMENDMENT OR TERMINATION

Any such amendment, discontinuance, or termination shall be effective as of such date as the Board of Directors (or a duly authorized officer) shall determine.

10. MISCELLANEOUS PROVISIONS

10.1 INFORMATION TO BE FURNISHED

As may reasonably be requested from time to time for the purpose of administration of the Plan, Participants will sign documents and provide the Company and Plan Administrators with pertinent information and evidence.

10.2 LIMITATION OF RIGHTS

Neither the establishment of the Plan nor any amendment thereof nor the payment of any benefits will be construed as giving to any Participant or other person any legal or equitable right against the Company or Plan Administrator except as specifically provided herein.

10.3 NOT AN EMPLOYMENT CONTRACT

Neither this Plan nor any action taken with respect to it confers upon any person the right of employment or continued employment with any Employer.

10.4 GOVERNING LAW

This Plan will be construed, administered, and enforced according to applicable federal law and, unless preempted by ERISA, the laws of the state named in the SPD.

10.5 NON-ALIENATION OF BENEFITS

No benefit under the Plan will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge; and any attempt to do so will be void.

10.6 REQUIREMENT FOR PROPER FORMS

All communications in connection with the Plan made by a Participant will become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

10.7 SOURCE OF PAYMENTS

The Employer and any insurance company contracts purchased or held by the Employer will be the sole sources of benefits under the Plan. No Employee or beneficiary will have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

10.8 MULTIPLE FUNCTIONS

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

10.9 TAX EFFECTS

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments made to or on behalf of any Participant hereunder will be treated as excludable from gross income for state or federal income tax purposes.

10.10 GENDER, NUMBER, AND HEADINGS

Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context. The Section headings contained herein are for convenience of reference only, and are not to be construed as defining or limiting the matter contained thereunder.

10.11 CODE AND ERISA COMPLIANCE

It is intended that this Plan meet all applicable requirements of the Code and ERISA, and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.12 INCORPORATION BY REFERENCE

The actual terms and conditions of the separate Benefit Options offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

10.13 SEVERABILITY

Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder thereof shall be given effect to the maximum extent possible.

ADOPTION OF PLAN DOCUMENT

IN WITNESS WHEREOF, as of the effective date of this Plan Document, the Employer has executed and adopted this Flexible Benefit Plan.

Signature of Authorized Employer Representative

Name and Title