

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2014-60

**A RESOLUTION AMENDING THE EAST GOSHEN TOWNSHIP
NON-UNIFORMED EMPLOYEES' MONEY PURCHASE PENSION PLAN**

WHEREAS, On December 14, 2010 the East Goshen Township Board of Supervisors adopted Resolution 10-61 establishing the East Goshen Township Non-Uniformed Employees' Money Purchase Pension Plan (Defined Contribution Plan) dated December 14, 2010, effective January 1, 2011, and,

WHEREAS, The East Goshen Township Board of Supervisors has determined that it is in the best interests of the Township to amend the aforementioned plan to ensure ease of administration and conformance with state and federal laws.

BE IT RESOLVED THAT the East Goshen Township Non-uniformed Employees Money Purchase Pension Plan shall be amended and restated in its entirety with the East Goshen Township Non-Uniformed Employees' Money Purchase Pension Plan dated October 21, 2014


RESOLVED AND ADOPTED, this 21st day of October, 2014.


ATTEST:

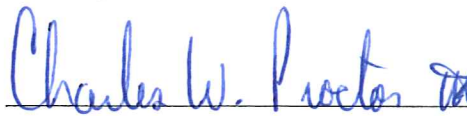
**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**




Secretary









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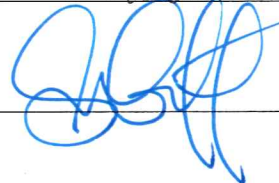
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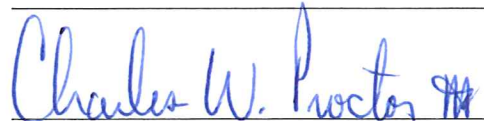
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**EAST GOSHEN TOWNSHIP
NON-UNIFORMED EMPLOYEES'
MONEY PURCHASE PENSION PLAN**

as amended and restated effective October 21, 2014

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EAST GOSHEN TOWNSHIP MONEY PURCHASE PENSION PLAN

PREAMBLE

East Goshen Township, a township of the second class within the Commonwealth of Pennsylvania (the "Township"), established and maintains this money purchase pension plan (the "Plan") for its non-uniformed employees, which is intended to be qualified under Code §401(a). The plan initially was established effective as of January 1, 2011. It is amended and restated in its entirety, as set forth herein, as of October 21, 2014.

ARTICLE I. DEFINITIONS

Words used herein to refer to the male include the female. In addition, the following words and phrases shall have the meaning set forth below:

1.1 Account

"Account" means the account established pursuant to Section 4.1.

1.2 Account Owner

"Account Owner" means a Participant who has an Account balance, an Alternate Payee who has an Account balance, or a beneficiary who has obtained an interest in the Account of the previous Account Owner because of the previous Account Owner's death.

1.3 Alternate Payee

"Alternate Payee" means a Participant's Spouse, former Spouse, child, or other dependent who is recognized by a QDRO as having a right to receive all or a portion of the benefits payable under this Plan with respect to such Participant.

1.4 Annual Addition

"Annual Addition" means the allocations to a Participant's Account for any Limitation Year, as described in detail below.

- (a) Annual Additions shall include: (i) Township Contributions (except as provided in paragraphs (b)(iii) and (b)(v)) to this Plan and Township contributions to any other defined contribution plan maintained by the Township, (ii) after-tax contributions to any other defined contribution plan maintained by the Township; (iii) elective deferrals by the Participant, to any other defined contribution plan maintained by the Township; (iv) forfeitures allocated to a Participant's Account in this Plan and any other defined contribution plan maintained by the Township (except as provided in paragraphs (b)(iii) and (b)(v) below); (v) all amounts paid or accrued to a welfare benefit fund as defined in Code §419(e) and allocated to the separate account (under the welfare benefit fund) of a Key Employee to

provide post-retirement medical benefits; and (vi) contributions allocated on the Participant's behalf to any individual medical account as defined in Code §415(l)(2).

- (b) Annual Additions shall not include: (i) rollovers to any defined contribution plan maintained by the Township; (ii) repayments of loans made to a Participant from a qualified plan maintained by the Township; (iii) repayments of forfeitures for rehired Participants, as described in Code §411(a)(7)(B) and §411(a)(3)(D); (iv) direct transfers of funds from one qualified plan to any qualified plan maintained by the Township; (v) repayments of forfeitures of missing individuals pursuant to section 11.12; or (vi) salary deferrals within the meaning of Code §414(u)(2)(C) or §414(v)(6)(B).

1.5 Code

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations and rulings in effect thereunder from time to time.

1.6 Committee

“Committee” means the administrative committee provided for in Section 7.4.

1.7 Compensation

“Compensation” means:

(a) Compensation for Annual Additions.

- (i) Items Included. For purposes of determining the limitation on Annual Additions under Section 3.4, Compensation means those amounts reported as “wages, tips, other compensation” on Form W-2 by the Township elective contributions that would have been reported as “wages, tips, other compensation” on Form W-2 by the Township but for an election under Code §125(a), §132(f)(4), §402(e)(3), §402(h)(1)(B), §402(k), or §457(b). The Plan shall ignore any rules that limit the remuneration included in “wages, tips, other compensation” based on the nature or location of the employment or the services performed.
- (ii) Timing Restrictions. Compensation includes amounts that are paid or made available to the Participant during the Limitation Year. Compensation does not include amounts paid after a Participant's termination of employment except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of his

termination, (B) the cash-out of any paid time off that the former employee would have been able to use had his employment continued, but only if such amount is paid during the Limitation Year in which the termination occurs or, if later, within 2½ months of his termination, and (C) payments from an unfunded nonqualified deferred compensation plan (1) that are includible in the Participant's gross income that are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of the termination, and (3) that would have been paid on such date(s) if the Participant had continued in employment.

(b) Benefit Compensation. Subject to Sections 1.7(b)(i) and (ii), for purposes of determining and allocating Township Contributions under Sections 3.1(a)(i) and 3.1(a)(ii), Compensation includes the following paid by the Township: (i) regular salary or wages; (ii) overtime pay; (iii) any regular annual bonus (unless all or a portion is excluded by the Committee before the regular annual bonus is paid) and any other bonus designated by the Committee; (iv) salary reduction contributions pursuant to any defined contribution plan maintained by the Township, and (v) salary reductions that are excludable from an Employee's gross income pursuant to Code §125 or §132(f)(4).

(i) Exclusions from Benefit Compensation. Compensation excludes:

- (A) Commissions and other compensation;
- (B) Severance pay;
- (C) Moving expenses, reimbursements and other expense allowances;
- (D) Contributions or benefits under this Plan or under any defined contribution plan maintained by the Township (except salary reduction as provided above);
- (E) Cash or non-cash fringe benefits; and
- (F) Any benefit accrued under, or any payment from, any nonqualified plan of deferred compensation.

(ii) Timing Issues. Compensation includes all amounts paid to an Employee during the Plan Year in which he becomes a Participant but does not include amounts paid to an Employee during that portion of any Plan Year that the Employee is not a Covered Employee. Compensation does not include amounts paid after an Employee's termination of employment, except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Plan Year in which the termination

occurred or, if later, within 2½ months of his termination and (B) any cash-out of accrued vacation time that the former employee would have been able to use had he continued in employment that is paid to him during the Plan Year in which the termination occurred or, if later, within 2½ months of his termination.

- (c) Limit on Compensation. In no event shall the Compensation taken into account for the Plan Year exceed the dollar limit specified in Code §401(a)(17) in effect for the Plan Year or Limitation Year.

1.8 Covered Employee

“Covered Employee” means any non-uniformed Employee of the Township, including non-uniformed employees of the Westtown East Goshen Regional Police Department with the following exceptions.

- (a) Any individual directly employed by an entity other than the Township shall not be a Covered Employee, even if such individual is considered a common-law employee of the Township or is treated as an employee of the Township pursuant to Code §414(n).
- (b) An Employee shall not be a Covered Employee unless he is based in the United States.
- (c) An Employee included in a unit of Employees covered by a collective bargaining agreement shall not be a Covered Employee unless the collective bargaining agreement specifically provides for such Employee’s participation in the Plan.
- (d) An Employee whose job is classified as “temporary” shall not be a Covered Employee.
- (e) An Employee shall not be a Covered Employee while he is classified as an “intern,” a “consultant,” or an “independent contractor.” An Employee may be classified as an “intern” only if he is currently enrolled (or the Township expects him to be enrolled within the next 12 months) in a high school, college, or university. An Employee may be classified as an intern even if he does not receive academic course credit from his school for this employment with the Township.
- (f) An individual who is employed pursuant to a written agreement with an agency or other third party for a specific job assignment or project shall not be a Covered Employee.

1.9 Disability

“Disability” means a physical or mental condition that qualifies the Employee for long-term disability payments under the Township’s Long-Term Disability Plan, if any.

1.10 Domestic Relations Order

“Domestic Relations Order” means any judgment, decree, or order (including approval of a property settlement agreement) issued by a court of competent jurisdiction that relates to the provisions of child support, alimony, or maintenance payments, or marital property rights to a Participant’s Spouse, former spouse, child, or other dependent and is made pursuant to a state domestic relations law (including a community property law).

1.11 Employee

“Employee” means each individual who performs services for the Township on a full-time, non-seasonal basis and whose wages are subject to withholding by the Township. The term “Employee” includes only individuals currently performing services for the Township, and excludes former Employees who are still being paid by the Township (whether through the payroll system, severance, or otherwise). The term “Employee” also includes any individual who provides services to the Township pursuant to an agreement between the Township and a third party that employs the individual, but only if the individual has performed such services for the Township on a substantially full-time basis for at least one year and only if the services are performed under the primary direction or control by the Township; provided, however, that if the individuals included as Employees pursuant to the first part of this sentence constitute 20% or less of Employees of the Township, then any such individuals who are covered by a qualified plan that is a money purchase pension plan that provides a nonintegrated employer contribution rate for each participant of at least 10% of compensation, that provides for full and immediate vesting, and that provides immediate participation for each employee of the third party (other than those who perform substantially all of their services for the third party and other than those whose compensation from the third party during each of the four preceding plan years was less than \$1000) shall not be considered an Employee.

1.12 Entry Date

“Entry Date” means the date as of which a Covered Employee becomes a Participant.

1.13 Hour of Service

“Hour of Service” means

- (a) Each hour for which an employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties during the applicable computation period; such hours shall be credited to the employee for the computation period or periods in which the duties were performed, and
- (b) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer; such hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

In addition, solely for determining whether an employee has incurred a Lapse in Township Employment, an Hour of Service shall mean each hour for which an employee is directly or indirectly paid, or entitled to such payment, by the Employer for reasons (such as education, sickness or disability) other than for the performance of duties during the applicable computation period. These hours shall be counted in the computation period in which payment is actually made or amounts payable to the employee become due.

In lieu of the foregoing, an employee who is not compensated on an hourly basis (such as salaried, commissioned or piece-work employees) shall be credited with 40 Hours of Service for each week (or 8 Hours of Service for each day) in which such employee would be credited with Hours of Service if hourly paid. However, this method of computing Hours of Service may not be used for any employee whose Hours of Service is required to be counted and recorded by any Federal Law, such as the Fair Labor Standards Act. Any such method must yield an equivalency of at least 1,000 Hours of Service per computation period.

When the Employer maintains a plan of a predecessor employer, service for such predecessor employer shall be treated as service for the Employer.

The above provisions shall be construed so as to resolve any ambiguities in favor of crediting employees with Hours of Service.

1.14 Lapse in the Township Employment

“Lapse in the Township Employment” has the meaning described in subsection 5.3(c).

1.15 Limitation Year

“Limitation Year” means the Plan Year, which is a calendar year.

1.16 Normal Retirement Age

“Normal Retirement Age” means age 65.

1.17 Participant

“Participant” means any Covered Employee who has satisfied the requirements for participation, in accordance with Section 2.1, and any individual with an account balance under the Plan except a beneficiary or Alternate Payee.

1.18 RESERVED

1.19 Plan Year

“Plan Year” means the 12-month period on which basis the records of the Plan are kept and which is the calendar year.

1.20 QDRO

“QDRO,” which is an acronym for Qualified Domestic Relations Order, means a Domestic Relations Order that creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan and with respect to which the requirements of Code §414(p) are satisfied.

1.21 QJSA

“QJSA,” which is an acronym for Qualified Joint and Survivor Annuity, means:

- (a) For a married Participant, an annuity that will provide equal monthly payments to the Participant for life, and following the death of the Participant continuing monthly payments to the Participant’s surviving Spouse (if the Spouse survives) for life, with the monthly payment to the surviving Spouse being equal to 50% of the monthly payment that was paid or payable to the Participant.
- (b) For an unmarried Participant, an annuity that will provide equal monthly payments to the Participant for life.

1.22 RESERVED

1.23 Required Beginning Date

“Required Beginning Date” means:

- (a) Except as provided in subsection (b), April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant terminates employment with the Township.
- (b) If a Participant is rehired after his Required Beginning Date, he shall be treated upon rehire as if he has not yet had a Required Beginning Date, with the result that his minimum required distributions under Section 6.4(c) will be zero until his new Required Beginning Date, which shall be determined pursuant to Section 1.23(a).

1.24 Spouse

“Spouse” means the individual to whom a Participant is lawfully married.

1.25 Termination from Service Date

“Termination from Service Date” has the meaning described in Section 5.3(b).

1.26 Township

“Township” means East Goshen Township, any successor thereto, that adopts the Plan pursuant to Article X.

1.27 Township Contributions

“Township Contributions” means all contributions to the Plan made by the Township pursuant to Section 3.1 for the Plan Year.

1.28 Valuation Date

“Valuation Date” means the last day of each Plan Year and any other interim dates deemed by the Committee to be a Valuation Date as of which the assets of the Trust Fund are valued at fair market value and as of which any investment income and any increase or decrease in the net worth of the Trust Fund is allocated among the Participants’ Accounts.

1.29 Year of Service

“Year of Service” means any 12-month period beginning on, and subsequent to the anniversary of, the first day that an Employee performs an Hour of Service.

**ARTICLE II.
PARTICIPATION**

2.1 Participation

Each Covered Employee shall become a Participant in the Plan on the day following his completion of 1,000 Hours of Service. Each current Participant shall remain a Participant until such time as he no longer maintains an Account balance in the Plan.

2.2 Enrollment Procedure

Notwithstanding Section 2.1, participation by a Covered Employee shall be contingent upon the completion by the Covered Employee of such enrollment procedures as may be specified by the Committee. The Covered Employee shall provide all information requested by the Committee, such as the initial investment direction, the address and date of birth of the Employee, and the name, address, and date of birth of each beneficiary of the Employee. The Committee may require that the enrollment procedure be completed within a specified period in advance of the date any Township Contribution is allocated to the Covered Employee’s Account.

**ARTICLE III.
CONTRIBUTIONS**

3.1 Township Contributions

(a) Township Contributions. For each Plan Year, the Township shall contribute to the Trust Fund on behalf of each “eligible Participant” an allocation equal to 5% of the eligible Participant’s Compensation. For purposes of this subsection, an

“eligible Participant” is a Participant who remains employed by the Township on the last day of the Plan Year. Notwithstanding the foregoing, a Participant who incurs a Termination from Service prior to the end of the Plan Year following attainment Normal Retirement Age or as a result of death or disability shall be an eligible Participant for that Plan Year.

(b) Miscellaneous Contributions.

(i) Forfeiture Restoration. The Township may make additional contributions to the Plan to restore amounts forfeited from the Accounts of certain rehired Participants, pursuant to Section 5.4. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in Section 5.4(d).

(ii) Missing Individuals. The Township may make additional contributions to the Plan to restore the forfeited benefit of any missing individual, pursuant to Section 5.4. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in Section 5.4(d).

(iii) Returning Servicemen. The Township may make additional contributions to the Plan to provide make-up contributions for returning servicemen, pursuant to Section 12.4. The Township may elect to use any available forfeitures for this purpose, pursuant to Section 5.4(d).

(c) Form and Timing of Contributions. The Township Contributions for a Plan Year (excluding forfeitures and Miscellaneous Contributions pursuant to Section 3.1(b)) shall be paid in cash as soon as administratively feasible after the end of the Plan Year and within the time required by law.

3.2 Participant Contributions

Participants may not contribute to this Plan. The Plan does not accept rollovers or direct transfers.

3.3 Return of Contributions

(a) Mistake of Fact. Upon the request of the Township, the Trustee shall return to the Township any Township Contribution made under a mistake of fact. The Trustee may not return any such contribution later than one year after the Trustee received the contribution. The amount returned shall not exceed the excess of the amount contributed (reduced to reflect any decrease in the net worth of the appropriate Accounts attributable thereto) over the amount that would have been contributed without the mistake of fact. Appropriate reductions shall be made in the Accounts of Participants to reflect the return of any contributions previously credited to such Accounts.

- (b) Effect of Correction. A contribution shall be returned under subsection (a) only to the extent that its return will not reduce the Account of a Participant to an amount less than the balance that would have been credited to the Participant's Account had the contribution not been made.

3.4 Limitation on Annual Additions

- (a) Limit. The Annual Additions to a Participant's Account(s) in this Plan and to his accounts in any other defined contribution plans maintained by the Township for any Limitation Year shall not exceed in the aggregate the lesser of (i) \$40,000 (as adjusted by the Secretary of the Treasury), or (ii) 100% of the Participant's Compensation. The limit in clause (ii) shall not apply to any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service that is treated as an Annual Addition.
- (b) Corrective Mechanism. A Participant's Annual Additions shall be reduced, to the extent necessary to satisfy the foregoing limits; the reduction amount shall be held in a suspense account and applied to reduce future Township Contributions to the Plan. In such event, all amounts held in the suspense account shall be allocated as of each succeeding allocation date on which forfeitures may be allocated pursuant to Section 5.4(d) (and may be allocated more frequently if the Committee so directs), until the suspense account is exhausted.

ARTICLE IV. INTERESTS IN THE TRUST FUND

4.1 Participants' Accounts

The Committee shall establish and maintain a separate Account in the name of each Participant, but the maintenance of such Accounts shall not require any segregation of assets of the Trust Fund. Each Account shall contain the Township Contributions allocated to the Participant and the Participant's allocated share of any investment income and increase or decrease in the net worth of the Trust Fund attributable to such contributions.

4.2 Valuation of Trust Fund

- (a) General. The Trustee shall value the assets of the Trust Fund at least annually as of the last day of the Plan Year, and as of any other dates determined by the Committee, at current fair market value. In addition, the Committee may direct the Trustee to perform a special valuation of the assets of the Trust Fund when the Committee determines, in its sole discretion, that such valuation is necessary or appropriate or in the event of unusual market fluctuations of such assets. Such special valuation shall not include any contributions made by Participants since the preceding Valuation Date, any Township Contributions for the current Plan Year, or any unallocated forfeitures. The Trustee shall allocate the expenses of

the Trust Fund occurring since the preceding Valuation Date, as provided herein, and then determine the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date. The Trustee shall determine the share of the increase or decrease that is attributable to the non-separately accounted for portion of the Trust Fund and to any amount separately accounted for, as described in Section 8.2(b) and (c).

- (b) Mandatory Separate Accounting. The Trustee shall separately account for any individually directed investments permitted under Section 8.3, and any amounts subject to a Domestic Relations Order.
- (c) Permissible Separate Accounting. The Trustee may separately account for the following amounts to provide a more equitable allocation of any increase or decrease in the net worth of the Trust Fund:
 - (i) The distributable amount of a Participant, including any amount distributable to an Alternate Payee or to a beneficiary of a deceased Participant;
 - (ii) Township Contributions made since the preceding Valuation Date; and/or
 - (iii) Any other amounts for which separate accounting will provide a more equitable allocation of the increase or decrease in the net worth of the Trust Fund.

4.3 Allocation of Increase or Decrease in Net Worth.

As of each Valuation Date, The Committee shall allocate any investment earnings and the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date between the non-separately accounted for portion of the Trust Fund and the amounts separately accounted for that are identified in Sections 4.2(b) and 4.2(c). The adjustments attributable to the non-separately accounted for portion of the Trust Fund shall be allocated among the appropriate Accounts in the ratio that the dollar value of each such Account bore to the aggregate dollar value of all such Accounts on the preceding Valuation Date after all allocations and credits made as of such date had been completed. The Committee then shall allocate any amounts separately accounted for (including the increase or decrease in the net worth of the Trust Fund attributable to such amounts) to the appropriate Account. In no event shall any allocation of earnings or increase or decrease in the net worth of the Trust Fund be made to the suspense account identified in Section 3.4(b).

**ARTICLE V.
AMOUNT OF BENEFITS**

5.1 Vesting Schedule

- (a) General Rule. Subject to Sections 5.1(b) and 5.1(c), a Participant's interest in his Account shall become vested in accordance with the following schedule:

Years of Service	Vesting Percentage
Less than 5 Years of Service	0%
5 or more Years of Service	100%

Notwithstanding anything herein to the contrary, a Participant's Years of Service shall include all Years of Service provided to the Township prior to the Plan's Effective Date.

- (b) Full Vesting in Certain Circumstances. A Participant shall have a fully vested and nonforfeitable interest in his Account (i) upon his Normal Retirement Age, if he is an employed by the Township on such date, (ii) upon his death while employed by the Township, or while on an approved leave of absence from the Township, or (iii) upon his termination of employment with the Township because of a Disability.
- (c) Plan Termination. A Participant shall have a fully vested and nonforfeitable interest in his Account upon the termination of the Plan and, to the extent described in Section 9.1, partial termination of the Plan.

5.2 Vesting After a Lapse in the Township Employment

- (a) Separate Accounts. If a Participant is rehired before incurring a one-year Lapse in the Township Employment, he shall have only one Account, and its vested percentage shall be determined under Section 5.1. If a Participant is rehired after incurring a one-year Lapse in the Township Employment, he shall have two Accounts, an "old" Account for the contributions from his earlier episode of employment, and a "new" Account for his later episode of employment. If both the old and new Accounts are fully vested, they shall be combined into a single Account.
- (b) Vesting of New Account. The vested percentage of the new Account shall be determined based on all the Participant's Years of Service.
- (c) Vesting of Old Account. If the Participant's Lapse in the Township Employment was for one year or longer, the vested percentage of the old Account shall be

based solely on the Participant's Years of Service from his first episode of employment.

5.3 Calculating Vesting Service

(a) Year of Service.

(i) General. A Participant's Year of Service begins on the date he first performs an Hour of Service.

(ii) Additional Rules. The following additional service-crediting provisions shall apply.

(A) Leased Employees. For vesting purposes only, the Plan shall treat an individual as an Employee if he satisfies all the requirements specified in Code §414(n)(2) as a leased employee of the Township's, except for the requirement of having performed such services for at least one year.

(B) Approved Leave. If the Employee is absent from the Township for more than one year because of an approved leave of absence (either with or without pay) for any reason (including, but not limited to, jury duty) and the Employee returns to work at or prior to the expiration of his leave of absence, no Termination from Service Date will occur during the leave of absence.

(C) Servicemen. See Article XIII for special provisions that apply to Servicemen.

(D) Contractors. If an "eligible contractor" becomes an Employee, his Years of Service shall include his previous continuous service as an eligible contractor, excluding any service provided before 2003. An "eligible contractor" is an individual who (A) performed services for the Township on a substantially full-time basis in the capacity of an independent contractor (for federal income tax purposes); (B) became an Employee within a month of ceasing to be an independent contractor working full-time for the Township; and (C) notified the Plan of his prior service as an independent contractor within two months of becoming an Employee or such other deadline established by the Committee).

(b) Termination From Service Date.

(i) General Rule. If the Employee quits, is discharged, retires, or dies, his Termination From Service Date occurs on the last day the Employee performs services for the Township, except for an Employee who incurs a Disability, in which case his Termination From Service Date does not occur, even if he quits, until the earlier of the one-year anniversary of the date his Disability or the date he recovers from his Disability.

(ii) Other Absences. In all other cases, an Employee's "Termination From Service Date" is the date which is one year from the date the Employee's absence from the Township commences whether due to vacation, holiday, illness, injury, leave of absence, or temporary lay-off, with the following exception. If the Employee is absent from the Township because of parental leave (which includes only the pregnancy of the Employee, the birth of the Employee's child, the placement of a child with the Employee in connection with adoption of such child by the Employee, or the caring for such child immediately following birth or placement) on the first anniversary of the day the Employee was first absent, his Termination From Service Date does not occur until the second anniversary of the day he was first absent (and the period between the first and second anniversaries of the day he was first absent shall not be counted in his Years of Service).

(c) Lapse in the Township Employment. A Lapse in the Township Employment means the period commencing on an individual's Termination from Service Date and ending on the date he again performs an Hour of Service as an Employee.

5.4 Forfeitures

(a) Individuals Who Cannot Be Located. The vested Account balance of a Participant, Alternate Payee or Beneficiary who cannot be located after reasonable good faith effort may be forfeited as of the last day of any Plan Year. Any such forfeiture shall be applied as specified in Section 5.4(d).

(b) Regular Forfeitures. A Participant's non-vested interest in his Account shall be forfeited at the end of the Plan Year in which his Termination From Service Date occurs. Any such forfeiture shall be used as specified in Section 5.4(d).

(c) Restoration of Forfeitures.

(i) Individuals Who Cannot Be Located. The Account balance of any individual which was forfeited previously, in accordance with Section 5.4(a), shall be restored to such individual, if and when the individual makes a claim for such amount.

(ii) Regular Forfeitures. If a Participant is rehired before incurring a one-year Lapse in the Township Employment, then his pre-lapse Account shall be restored.

(d) Use of Forfeitures. The Committee, at its discretion, may apply forfeitures to restore Accounts as described in Section 5.4(c) above, to pay such administrative expenses of the Plan that are properly payable from the Trust Fund and that are not paid by the Township or charged to Accounts, or to reduce any Township Contribution.

5.5 Transfers and Portability

If any other employer adopts this or a similar money purchase pension plan and enters into a reciprocal agreement with the Township that provides that (a) the transfer of a Participant from such employer to the Township (or vice versa) shall not be deemed a termination of employment for purposes of the plans, and (b) service with either or both employers shall be credited for purposes of vesting under both plans, then the transferred Participant's Account shall be unaffected by the transfer, except, if deemed advisable by the Committee, it may be transferred to the trustee of the other plan.

ARTICLE VI. DISTRIBUTION OF BENEFITS

6.1 Beneficiaries.

- (a) Designating Beneficiaries. Each Account Owner who is a Participant or Alternate Payee shall file with the Committee (and may alter from time to time) a designation of any primary and contingent beneficiary or beneficiaries to whom the distributable amount (determined pursuant to Section 6.2) shall be paid in the event of such Account Owner's death. In the absence of an effective beneficiary designation as to any portion of the distributable amount after a Participant dies, such amount shall be paid to the Participant's surviving Spouse, or, if none, to his estate. In the absence of an effective beneficiary designation as to any portion of the distributable amount after an Alternate Payee dies, such amount shall be paid to the estate of the Alternate Payee.
- (b) Special Rule for Married Participants. Notwithstanding the foregoing, with respect to any Participant who is married, the Participant's Spouse shall be the sole beneficiary unless the Spouse has consented to the designation of a different beneficiary. To be effective, the Spouse's consent must be in writing, witnessed by a notary public, and filed with the Committee. Any spousal consent shall be effective only as to the Spouse who signed the consent.
- (c) Special Rule for Divorces. If a Participant or Alternate Payee has designated his spouse as a primary or contingent beneficiary, and the Participant or Alternate Payee, as the case may be, and such Spouse later divorce (or the marriage is

annulled), then the former Spouse will be treated as having predeceased the Participant or Alternate Payee for purposes of interpreting a beneficiary designation form completed prior to the divorce or annulment. This Section 6.1(c) will apply only if the Committee is informed of the divorce or annulment before payment to the former Spouse is authorized.

- (d) Disclaimers. Any individual or legal entity who is a beneficiary may disclaim all or any portion of his interest in the Plan, provided that the disclaimer satisfies the requirements of Code §2518(b) and any applicable state law. The legal guardian of a minor or legally incompetent person may disclaim for such person.

6.2 Distributable Amount

The distributable amount of a Participant's Account is the vested portion of the Account, reduced by any amount that is payable to an Alternate Payee pursuant to Section 11.9. Furthermore, the Committee may temporarily suspend or limit distributions (by reducing the distributable amount), as explained in Sections 11.9(e), 11.9(g), or 11.9(h), (a) when the Committee is informed that a QDRO affecting the Participant's Accounts is in process or may be in process, (b) while the Committee believes that the Plan may have a cause of action against the Participant, or (c) when the Plan has notice of a lien or other claim against the Participant's Accounts.

6.3 Manner of Distribution

- (a) Form of Distribution. Subject to Section 6.3(d) and Section 6.3(f), the form of distribution shall be QJSA, unless the Participant waives the QJSA, with the consent of his Spouse, if any, and elects a lump sum payment.
- (b) Consent of Participant and Spouse. The consent of the Participant's Spouse must be in writing and must be witnessed by a Committee member or by a notary public. Neither the consent of the Participant nor the consent of the Participant's Spouse is required for single sum distributions of small amounts pursuant to Section 6.3(f) or for required minimum distributions on or after the Participant's Required Beginning Date, as described in Section 6.4(c).
- (c) Distribution Procedure.
 - (i) General. The Committee shall provide the Participant with a written explanation of the terms and conditions of the QJSA, the Participant's right to elect a single lump sum payment in lieu of a QJSA, the effect of the Participant electing a single payment in lieu of a QJSA, the Participant's right to revoke his distribution election, and such other information as may be required under IRS guidance of general applicability.
 - (ii) Timing. The explanation shall be provided no more than 180 days before the annuity starting date. The explanation shall be provided no fewer than 30 days before the annuity starting date, unless all the following

conditions are satisfied (1) the Participant affirmatively elects a single sum distribution (and the Participant's Spouse, if any, consents), (2) the explanation mentions that the Participant has a right to at least 30 days to consider whether to waive the QJSA and consent to a single sum, and (3) the Participant is permitted to revoke an affirmative distribution election until the annuity starting date (or, if later, the 8th day after the Participant is provided with the explanation).

- (iii) Annuity Starting Date. The annuity starting date, for a single sum payment, is the date the payment is processed, which may be any business day. The annuity starting date for a QJSA is the day as of which the annuity payments begin. The annuity starting date for an annuity must be the first day of a month, must occur on or after the Participant's termination of employment or 62nd birthday, must occur after the date the explanation is provided, but may precede the date the Participant provides any affirmative distribution election. In any event, the first payment from the annuity shall not precede the 8th day after the explanation is provided.
- (d) Elimination of QJSA. Effective as of October 21, 2014, the QJSA shall be eliminated, all benefits shall be paid in the form of a single lump sum payment or, if the Participant affirmatively elects, a life annuity, as provided in Section 6.3(e), and no advance notice of, or spousal consent to, the selection of the form of benefit shall be required. Notwithstanding the foregoing, this Section 6.3(d) shall not be effective with respect to any Participant whose annuity starting date occurs prior to the 90th day after the date on which that Participant has been furnished with a summary plan description that reflects the elimination of the QJSA and otherwise satisfies the requirements relating to a summary of material modifications for pension plans.
- (e) Life Annuity. The life annuity shall be a single premium, non-transferrable annuity contract, purchased by the Committee or the Township from a legal reserve insurance company, which conforms to the distribution requirements of this Article VI, and which provides for periodic payments made at intervals not longer than one year and for a distribution period not longer than a life (or lives) or over a period certain not longer than the life expectancy or joint life, and last survivor expectancy.
- (f) Small Amounts. If the value of a Participant's vested Account at the time of distribution is \$5,000 or less, distribution shall be made in the form of a single lump sum payment.

6.4 Time of Distribution

- (a) Earliest Date of Distribution. Unless an earlier distribution is permitted by subsection (b) or required by subsection (c), the earliest date that a Participant may elect to receive a distribution is as follows.

- (i) Termination of Employment or Disability. A Participant may elect to receive a distribution as soon as practicable after his Termination From Service Date.
- (ii) During Employment. A Participant may obtain a distribution while an Employee only if he has attained age 62. After attaining age 62, and while an Employee, the Participant may withdraw all or any portion of his vested Account. The minimum withdrawal shall be \$1,000 or, if less, the balance of the Account. Only two withdrawals are permitted each Plan Year under this paragraph. After an Employee's Required Beginning Date, subsection (c) shall apply instead of this paragraph.
- (iii) Distribution Upon Participant's Death.
 - (A) Small Accounts. If the value of the nonforfeitable portion of a Participant's Account is \$1,000 or less at any time after the Participant's death and before any beneficiary elects to receive a distribution under this subsection, then each beneficiary shall each receive a single payment of his share of the distributable amount as soon as administratively practicable, provided that the aggregate value is \$1,000 or less when the distribution is processed. The Committee may elect to check the value of the Participants' Accounts on an occasional (rather than a daily) basis to determine whether to apply the provisions of this subsection.
 - (B) Larger Accounts. If paragraph (A) does not apply, then benefits shall be distributed in accordance with Section 6.3, provided, however, that if there is no designated beneficiary, the entire distributable amount shall be distributed by the last day of the calendar year containing the fifth anniversary of the Participant's death.
- (b) Alternate Earliest Date of Distribution. Notwithstanding subsection (a), unless a Participant elects otherwise, his distribution shall commence no later than 60 days after the close of the latest of: (i) the Plan Year in which the Participant attains Normal Retirement Age; (ii) the Plan Year in which occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan; and (iii) the Participant's Termination From Service Date. If a Participant does not affirmatively elect a distribution, he shall be deemed to have elected to defer the distribution to a date later than the specified in the preceding sentence.
- (c) Latest Date of Distribution. The distribution of the entire distributable amount shall be made or commenced no later than the Participant's Required Beginning Date.

6.5 Direct Rollover Election

- (a) General Rule. A Participant, an Alternate Payee who is the Spouse or former Spouse of the Participant, or any individual who is a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), may direct the Trustee to pay all or any portion of his “eligible rollover distribution” to an “eligible retirement plan” in a “direct rollover.” This direct rollover option is not available to other Account Owners. Within a reasonable period of time before an eligible rollover distribution, the Committee shall inform the distributee of this direct rollover option, the appropriate withholding rules, other rollover options, the options regarding income taxation, and any other information required by Code §402(f). The distributee may elect to receive his distribution as soon as administratively practicable after completing and filing his distribution election.
- (b) Definition of Eligible Rollover Distribution. An eligible rollover distribution is any distribution, including in-service withdrawal, other than (i) distributions required under Code §401(a)(9), (ii) a distribution that is a series of substantially equal periodic payments made not less frequently than annually or the life expectancy of the distributee or the joint lives (or life expectancies) of the distributee and the distributee’s designated beneficiary or for a period of ten years or more, or (iii) any distribution reasonably expected to total less than \$200 in a plan year.
- (c) Definition of Eligible Retirement Plan. An eligible retirement plan is an individual retirement account or annuity described in Code §408(a) or §408(b), a Roth IRA described in Code Section 408A, an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), an eligible plan under Code §457(b) that is maintained by an eligible employer described in Code §457(e)(1)(A) (which generally includes state and local governments), or the qualified trust of a defined contribution plan described in Code §401(a), that accepts eligible rollover distributions. Notwithstanding the foregoing, with respect to a distributee who is a non-spouse beneficiary, an eligible retirement plan is limited to an individual retirement account described in Section 408(a) or Code Section 408A or an individual retirement annuity described in Code Section 408(b) which is treated as an inherited individual retirement account or annuity within the meaning of Code §408(d)(3)(C)
- (d) Definition of Direct Rollover. A direct rollover is a payment by the Trustee to the eligible retirement plan specified by the distributee.

**ARTICLE VII.
ALLOCATION OF RESPONSIBILITIES**

7.1 No Joint Fiduciary Responsibilities

The Trustee and the Committee shall be the named fiduciaries under the Plan and Trust agreement and shall be the only named fiduciaries thereunder. The fiduciaries shall have only the responsibilities specifically allocated to them herein or in the Trust agreement. Such allocations are intended to be mutually exclusive and there shall be no sharing of fiduciary responsibilities. Whenever one named fiduciary is required by the Plan or Trust agreement to follow the directions of another named fiduciary, the two named fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the named fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the named fiduciary receiving those directions shall be to follow them insofar as the instructions are on their face proper under applicable law.

7.2 The Township

The Township shall be responsible for: (a) making Township Contributions; (b) certifying to the Trustee the names and specimen signatures of the members of the Committee acting from time to time; (c) keeping accurate books and records with respect to its Employees and the appropriate components of each Employee's Compensation and furnishing such data to the Committee; (d) selecting agents and fiduciaries to operate and administer the Plan and Trust; (e) appointing an investment manager if it determines that one should be appointed; and (f) reviewing periodically the performance of such agents, managers, and fiduciaries.

7.3 The Trustee

The Trustee shall be responsible for: (a) the investment of the Trust Fund to the extent and in the manner provided in the Trust agreement; (b) the custody and preservation of Trust assets delivered to it; and (c) the payment of such amounts from the Trust Fund as the Committee shall direct.

7.4 The Committee

The Board of Supervisors of the Township shall appoint an administrative Committee consisting of no fewer than three individuals who may be, but need not be, Participants, Officers, Supervisors, or Employees of the Township. If the Board of Supervisors does not appoint a Committee, the Township shall act as the Committee under the Plan. The members of the Committee shall hold office at the pleasure of the Board of Supervisors and shall service without compensation. The Committee shall be the Plan's "administrator" and shall be responsible for establishing and implementing a funding policy consistent with the objectives of the Plan. This responsibility shall include establishing (and revising as necessary) short-term and long-term goals and requirements pertaining to the financial condition of the Plan, communicating such goals and

requirements to the persons responsible for the various aspects of the Plan operations, and monitoring periodically the implementation of such goals and requirements. The Committee shall publish and file or cause to be published and filed or disclosed all reports and disclosures required by federal or state laws.

7.5 Committee to Construe Plan

- (a) The Committee shall administer the Plan and shall have all discretion, power, and authority necessary for that purpose, including, but not by way of limitation, the full and absolute discretion and power to interpret the Plan, to determine the eligibility, status, and rights of all individuals under the Plan, and in general to decide any dispute and all questions arising in connection with the Plan. The Committee shall direct the Trustee concerning all distributions from the Trust Fund, including the purchase of annuity contracts, in accordance with the provisions of the Plan, and shall have such other powers in the administration of the Trust Fund as may be conferred upon it by the Trust agreement. The Committee shall maintain all Plan records except records of the Trust Fund.
- (b) The Committee may adjust the Account of any Participant, in order to correct errors and rectify omissions, in such manner as the Committee believes will best result in the equitable and nondiscriminatory administration of the Plan.

7.6 Organization of Committee.

The Committee shall adopt such rules as it deems desirable for the conduct of its affairs and for the administration of the Plan. It may appoint agents (who need not be members of the Committee) to whom it may delegate such powers as it deems appropriate, except that the Committee shall determine any dispute. The Committee may make its determinations with or without meetings. It may authorize one or more of its members or agents to sign instructions, notices, and determinations on its behalf. If a Committee decision or action affects a small number of Participants including a Committee member, then such Committee member shall not participate in the Committee decision or action. The action of a majority of the disinterested Committee members shall constitute the action of the Committee.

7.7 Agent for Process.

The Committee shall be the agent of the Plan for service of process.

7.8 Indemnification of Committee Members.

The Township shall indemnify and hold the members of the Committee, and each of them, harmless from the effects and consequences of their acts, omissions, and conduct in their official capacities, except to the extent that the effects and consequences thereof shall result from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties. The foregoing right of indemnification shall not be exclusive of the rights to which each such member may be entitled as a matter of law.

7.9 Conclusiveness of Action

Any action taken by the Committee on matters within the discretion of the Committee shall be conclusive, final and binding upon all participants in the Plan and upon all persons claiming any rights hereunder, including Alternate Payees and beneficiaries.

7.10 Payment of Expenses.

The members of the Committee shall serve without compensation but the Township shall pay their reasonable expenses. The compensation or fees of accountants, counsel, and other specialists and any other costs of administering the Plan or Trust Fund may be paid by the Township or Account Owners or may be charged to the Trust Fund.

**ARTICLE VIII.
TRUST FUND**

8.1 Trust Agreement.

The Township has entered into a Trust agreement to provide for the holding, investment, and administration of the funds of the Plan. The Trust agreement shall be part of the Plan, and the rights and duties of any individual under the Plan shall be subject to all terms and provisions of the Trust agreement

8.2 Appointment of Trustee.

A Trustee shall be appointed by the Committee to hold and administer the Trust Fund. The Trustee so appointed shall serve at the pleasure of the Township and shall have such rights, powers and duties as are set forth in the Trust Agreement. The Trust Agreement, when entered into, shall form a part of the Plan.

8.3 No Reversion.

At no time prior to the satisfaction of all liabilities under the Plan with respect to the Participants and their Beneficiaries, shall any part of the corpus or income of the Trust Fund be used for or diverted to any purpose other than their exclusive benefit.

8.4 Assets.

The Committee shall have such control over the investment of the Trust Fund as is provided in the Trust Agreement.

8.5 Plan Expenses.

(a) General. Except as provided in Section 8.5(b), any taxes upon or in respect of the Plan and Trust, and all expenses of administering the Plan and Trust shall be paid out of Plan assets, to the extent permitted by law and to the extent such taxes and

expenses are not paid by the Township or an Account Owner. The Committee shall have full discretion to determine how each tax or expense that is paid out of Plan assets shall be allocated. No fiduciary shall receive any compensation for services rendered to the Plan, if the fiduciary is being compensated on a full time basis by the Township.

- (b) Individual Expenses. To the extent not paid by the Township or an Account Owner, all expenses of individually directed transactions, including without limitation the Trustee's transaction fee, brokerage commissions, transfer taxes, interest on insurance policy loans, and any taxes and penalties that may be imposed as a result of an individual's investment direction, shall be assessed against the Account of the Account Owner directing such transactions.

8.6 Trust Fund.

The Trust Fund shall be applied as directed by the Committee to the payment of benefits to such persons as are entitled thereto in accordance with the Plan. The Committee shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the Plan, including the form of voucher or warrant to be used in authorizing disbursements and the qualification of persons authorized to approve and sign the same and any other matters incident to the disbursement of such funds.

- (a) Direction to Trustee. All disbursements by the Trustee except for the ordinary expenses of the administration of the Trust Fund and the settlement of investment transactions for the account of the Trust Fund, shall be made upon the written instructions of the Committee.
- (b) Expenses. The Trust Fund, or the Township if it so elects, shall be responsible for the payment of reasonable expenses incurred by the Committee, and for the fees and expenses of all agents, attorneys, accountants and other persons, either engaged by the Committee or Trustee, and for the fees of any Trustee other than an Employee of the Township.
- (c) Indemnification. The Committee and the individual members thereof shall be indemnified by the Township against any and all liabilities arising by reason of any act, or failure to act, taken or omitted in good faith pursuant to the provisions of the Plan including expenses reasonably incurred in the defense of any claim relating thereto.
- (d) Action by Committee. Any action by the Township pursuant to any of the provisions of this agreement shall be evidenced by a resolution certified to the Committee, and the Committee shall be fully protected in acting in accordance therewith.
- (e) Reliance by Committee. The Committee, in authorizing any payments, taking any action, or making any decisions with respect to any matter may rely conclusively upon the authenticity and contents of certificates, directions, statements,

resolutions, regulations, requisitions and communications from the Township furnished or delivered to them as herein provided.

ARTICLE IX. TERMINATION AND AMENDMENT

9.1 Termination of Plan or Discontinuance of Contributions.

The Township expects to continue the Plan indefinitely, but the continuance of the Plan and the payment of contributions are not assumed as contractual obligations. The Township may terminate the Plan or discontinue contributions at any time. Upon the termination of the Plan, each Participant's Account shall become fully vested. Upon the partial termination of the Plan, the Account of each Participant whose employment with the Township is terminated as a result of the corporate event causing the partial termination shall be fully vested; Employees terminated for cause and those who leave voluntarily are not affected by a partial termination.

9.2 Allocations upon Termination.

Upon the termination or partial termination of the Plan, the Committee shall promptly notify the Trustee of such termination. The Trustee shall determine, in the manner prescribed in Section 4.2, the net worth of the Trust Fund and shall advise the Committee of any increase or decrease in such net worth that has occurred since the preceding Valuation Date. The Committee shall allocate, in the manner described in Section 4.3, among the remaining Plan Accounts, in the manner described in Articles III, IV, and V, any Township Contributions or forfeitures occurring since the preceding Valuation Date.

9.3 Procedure Upon Termination of Plan.

If the Plan has been terminated or partially terminated, then, after the allocations required under Section 9.2 have been completed, the Trustee shall distribute or transfer the Accounts of affected Account Owners as follows.

- (a) No Other Plan. If the Township is not treated, pursuant to the Treasury Regulations under Code §401(k), as maintaining another "alternative defined contribution plan," the Trustee shall distribute each Account Owner's Account in a single payment, after complying with the requirements of Section 6.5. For purposes of this section only, an "alternative defined contribution plan" means a defined contribution plan that is not an employee stock ownership plan within the meaning of Code §4975(e)(7) or §409(a)), a simplified employee pension within the meaning of Code §408(k), a SIMPLE IRA within the meaning of Code §408(p), a plan or contract that satisfies the requirements of Code §403(b), or a plan described in Code §457(b) or §457(f).
- (b) Other Plan Maintained. If the Township is treated, pursuant to the Treasury Regulations under Code §401(k), as maintaining another "alternative defined

contribution plan,” the Trustee shall (i) distribute the Accounts of each non-Participant Account Owner in a single payment, after complying with the requirements of Section 6.5, and (ii) transfer the Account of each Participant to an alternative defined contribution plan. All the rights, benefits, features, and distribution restrictions with respect to the transferred amounts shall continue to apply to the transferred amounts unless a change is permitted pursuant to applicable IRS guidance of general applicability.

- (c) Form of Payment. A transfer made pursuant to this section may be in cash, in kind, or partly in cash and partly in kind. Any distribution made pursuant to this section shall be in cash. After all such distributions or transfers have been made, the Trustee shall be discharged from all obligation under the Trust; no Participant, Spouse, Alternate Payee, or beneficiary who has received any such distribution, or for whom any such transfer has been made, shall have any further right or claim under the Plan or Trust.

9.4 Amendment by the Township.

- (a) Amendment. The Township may at any time amend the Plan in any respect, without prior notice, subject to the following limitations. No amendment shall be made that would have the effect of vesting in the Township any part of the Trust Fund or of diverting any part of the Trust Fund to purposes other than for the exclusive benefit of Account Owners. The rights of any Account Owner with respect to contributions previously made shall not be adversely affected by any amendment. No amendment shall reduce or restrict, either directly or indirectly, the accrued benefit (within the meaning of Code §411(d)(6)) to any Account Owner before the amendment, except as permitted by the Code or IRS guidance of general applicability.
- (b) Amendment to Vesting Schedule. If the vesting schedule is amended, each Participant with at least three Years of Service may elect, within the period specified in the following sentence after the adoption of the amendment, to have his nonforfeitable percentage computed under the Plan without regard to such amendment. The period during which the election may be made shall commence with the date the amendment is adopted and shall end on the latest of: (i) 60 days after the amendment is adopted; (ii) 60 days after the amendment becomes effective; or (iii) 60 days after the Participant is issued written notice of the amendment by the Township or Committee. Furthermore, no amendment shall decrease the nonforfeitable percentage, measured as of the later of the date the amendment is adopted or effective, of any Account Owner’s Account.
- (c) Procedure. Each amendment shall be in writing. Each amendment shall be approved by the Township’s Board of Supervisors. Each amendment shall be executed by an officer of the Township who has the authority to execute the amendment.

ARTICLE X.
PLAN ADOPTION BY AFFILIATED ENTITIES

10.1 Adoption of Plan.

The Township may permit any Affiliated Entity to adopt the Plan and Trust for its Employees. Thereafter, such affiliated entity shall deliver to the Trustee a certified copy of the resolutions or other documents evidencing its adoption of the Plan and Trust.

10.2 Agent of Affiliated Entity.

By becoming a party to the Plan, each affiliated entity appoints the Township as its agent with authority to act for the affiliated entity in all transactions in which the Township believes such agency will facilitate the administration of the Plan. The Township shall have the sole authority to amend and terminate the Plan.

10.3 Disaffiliation and Withdrawal from Plan.

- (a) Disaffiliation. Any affiliated entity that has adopted the Plan and thereafter ceases for any reason to be an affiliated entity shall forthwith cease to be a party to the Plan.
- (b) Withdrawal. Any affiliated entity may, by appropriate action and written notice thereof to the Township, provide for the discontinuance of its participation in the Plan. Such withdrawal from the Plan shall not be effective until the end of the Plan Year.

10.4 Effect of Disaffiliation or Withdrawal.

If at the time of disaffiliation or withdrawal, the disaffiliating or withdrawing entity, by appropriate action, adopts a substantially identical plan that provides for direct transfers from this Plan, then, as to Account Owners associated with such entity, no plan termination shall have occurred; the new plan shall be deemed a continuation of this Plan for such Account Owners. In such case, the Trustee shall transfer to the trustee of the new plan all of the assets held for the benefit of Account Owners associated with the disaffiliating or withdrawing entity, and no forfeitures or acceleration of vesting shall occur solely by reason of such action. Such payment shall operate as a complete discharge of the Trustee, and of all organizations except the disaffiliating or withdrawing entity, of all obligations under this Plan to Account Owners associated with the disaffiliating or withdrawing entity. A new plan shall not be deemed substantially identical to this Plan if it provides slower vesting than this Plan. Nothing in this section shall authorize the divesting of any vested portion of a Participant's Account.

10.5 Actions Upon Disaffiliation or Withdrawal.

- (a) Distribution or Transfer. If an entity disaffiliates from the Township or withdraws from the Plan and the provisions of Section 10.4 are not followed, then the following rules apply to the Account of an Account Owner associated with the

disaffiliating or withdrawing entity. The Account Owner's Account shall remain in this Plan until a distribution is processed under the usual rules of Article VI, unless the disaffiliating or withdrawing entity maintains another qualified plan that accepts direct transfers from this Plan, in which case the Committee may transfer the Account Owner's Account to the disaffiliating or withdrawing entity's plan without the consent of the Account Owner.

- (b) Form of Payment. A transfer made pursuant to this section may be in cash, in kind, or partly in cash and partly in kind. Any distribution made pursuant to this section shall be in cash. After such distribution or transfer has been made, no Account Owner who has received any such distribution, or for whom any such transfer has been made, shall have any further right or claim under the Plan or Trust.

ARTICLE XI. MISCELLANEOUS

11.1 No Contract of Employment

The Township may terminate the employment of any employee as freely and with the same effect as if this Plan were not in existence. Participation in this Plan by an employee shall not constitute an express or implied contract of employment between the Township and the employee.

11.2 Claims Procedure.

- (a) General. Each claim for benefits shall be processed in accordance with the procedures that are established by the Committee. The procedures shall comply with the guidelines specified in this section. The Committee may delegate its duties under this section to appropriate Township officials.
- (b) Representatives. A claimant may appoint a representative to act on his behalf. The Committee shall only recognize a representative if the Committee has received a written authorization signed by the claimant and on a form prescribed by the Committee, with the following exceptions. The Committee shall recognize a claimant's legal representative, once the Committee is provided with documentation of such representation. If the claimant is a minor child, the Committee shall recognize the claimant's parent or guardian as the claimant's representative. Once an authorized representative is appointed, the Committee shall direct all information and notification regarding the claim to the authorized representative and the claimant shall be copied on all notifications regarding decisions, unless the claimant provides specific written direction otherwise.
- (c) Extension of Deadlines. The claimant may agree to an extension of any deadline that is mentioned in this section that applies to the Plan. The Committee or the

relevant decision-maker may agree to an extension of any deadline that is mentioned in this section that applies to the claimant.

- (d) Fees. Neither the Committee nor the Township may charge any fees to a claimant for utilizing the claims process described in this section.
- (e) Filing a Claim. A claim is made when the claimant files a claim in accordance with the procedures specified by the Committee. Any communication regarding benefits that is not made in accordance with the Committee's procedures will not be treated as a claim.
- (f) Initial Claims Decision. The Committee shall decide a claim within a reasonable time up to 90 days after receiving the claim. The Committee shall have a 90-day extension, but only if the Committee is unable to decide within 90 days for reasons beyond its control, the Committee notifies the claimant of the special circumstances requiring the need for the extension by the 90th day after receiving the claim, and the Committee notifies the claimant of the date by which the Committee expects to make a decision.
- (g) Notification of Initial Decision. The Committee shall provide the claimant with written notification of the Committee's full or partial denial of a claim, reduction of a previously approved benefit, or termination of a benefit. The notification shall include a statement of the reason(s) for the decision; references to the plan provision(s) on which the decision was based; a description of any additional material or information necessary to perfect the claim and why such information is needed; a description of the procedures and deadlines for appeal; a description of the right to obtain information about the appeal procedures; and a statement of the claimant's right to sue.
- (h) Appeal. The claimant may appeal any adverse or partially adverse decision. To appeal, the claimant must follow the procedures specified by the Committee. The appeal must be filed within 60 days of the date the claimant received notice of the initial decision. If the appeal is not timely and properly filed, the initial decision shall be the final decision of the Committee. The claimant may submit documents, written comments, and other information in support of the appeal. The claimant shall be given reasonable access at no charge to, and copies of, all documents, records, and other relevant information.
- (i) Appellate Decision. The Committee shall decide the appeal of a claim within a reasonable time of no more than 60 days from the date the Committee receives the claimant's appeal. The 60-day deadline shall be extended by an additional 60 days, but only if the Committee determines that special circumstances require an extension, the Committee notifies the claimant of the special circumstances requiring the need for the extension by the 60th day after receiving the appeal, and the Committee notifies the claimant of the date by which the Committee expects to make a decision. If an appeal is missing any information from the claimant that is needed to decide the appeal, the Committee shall notify the

claimant of the missing information and grant the claimant a reasonable period to provide the missing information. If the missing information is not timely provided, the Committee shall deny the claim. If the missing information is timely provided, the 60-day deadline (or 120-day deadline with the extension) for the Committee to make its decision shall be increased by the length of time between the date the Committee requested the missing information and the date the Committee received it.

- (j) Notification of Decision. The Committee shall provide the claimant with written notification of the Committee's appellate decision (positive or adverse). The notification of any adverse or partially adverse decision shall include a statement of the reason(s) for the decision; reference to the plan provision(s) on which the decision was based; a statement of the claimant's right to sue; and a statement that the claimant is entitled to receive, free of charge and upon request, reasonable access to and copies of all documents, records, and other information relevant to the claim.
- (k) Limitations on Bringing Actions in Court. Once an appellate decision that is adverse or partially adverse to the claimant has been made, the claimant may file suit in court only if he does so by the earlier of the following dates: (i) the one-year anniversary of the date of the appellate decision, or (ii) the date on which the statute of limitations for such claim expires.
- (l) Discretionary Authority. The Committee shall have total discretionary authority to determine eligibility, status, and the rights of all individuals under the Plan and to construe any and all terms of the Plan.

11.3 Source of Benefits.

All benefits payable under the Plan shall be paid solely from the Trust Fund, and neither the Township nor any Affiliated Entity assumes liability or responsibility therefor.

11.4 Exclusive Benefit of Employees.

It is the intention of the Township that no part of the Trust, other than as provided in Sections 3.3, 8.2, and 11.9 hereof and the Trust Agreement, ever be used for or diverted to purposes other than for the exclusive benefit of Participants, Alternate Payees, and their beneficiaries, and that this Plan shall be construed to follow the spirit and intent of the Code.

11.5 Forms of Notices.

Wherever provision is made in the Plan for the filing of any notice, election, or designation by a Participant, Spouse, Alternate Payee, or beneficiary, the action of such individual may be evidenced by the execution of such form as the Committee may prescribe for the purpose. The Committee may also prescribe alternate methods for filing any notice, election, or designation (such as telephone voice-response or e-mail).

11.6 Notice of Adoption of the Plan.

The Township shall provide each of its Employees with notice of the adoption of this Plan and of any amendments to the Plan. A complete copy of the Plan also shall also be made available for inspection by Employees and Account Owners.

11.7 Plan Merger.

If this Plan is merged or consolidated with, or its assets or liabilities are transferred to, any other qualified plan of deferred compensation, each Participant shall be entitled to receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer if this Plan had then been terminated.

11.8 Inalienability of Benefits and QDRO Exception.

- (a) General. Except as provided in Section 6.1(d), relating to disclaimers, and Sections 11.8 (b), (g), and (h) below, no Account Owner shall have any right to assign, alienate, transfer, or encumber his interest in any benefits under this Plan, nor shall such benefits be subject to any legal process to levy upon or attach the same for payment of any claim against any such Account Owner.
- (b) QDRO Exception. Section 11.8(a) shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order unless such Domestic Relations Order is a QDRO, in which case the Plan shall make payment of benefits in accordance with the applicable requirements of any such QDRO.
- (c) QDRO Requirements. In order to be a QDRO, the Domestic Relations Order must satisfy the requirements of Code §414(p). In particular, the Domestic Relations Order: (i) must specify the name and the last known mailing address of the Participant; (ii) must specify the name and mailing address of each Alternate Payee covered by the order; (iii) must specify either the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined; (iv) must specify the number of payments or period to which such order applies; (v) must specify each plan to which such order applies; (vi) may not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, subject to the provisions of subsection (f); (vii) may not require the Plan to provide increased benefits (determined on the basis of actuarial value); and (viii) may not require the payment of benefits to an Alternate Payee if such benefits have already been designated to be paid to another Alternate Payee under another order previously determined to be a QDRO.
- (d) QDRO Payment Rules. In the case of any payment before an Employee has separated from service, a Domestic Relations Order shall not be treated as failing to meet the requirements of subsection (c) solely because such order requires that

payment of benefits be made to an Alternate Payee (i) on or after the dates specified in subsection (f), (ii) as if the Employee had retired on the date on which such payment is to begin under such order (but taking into account only the Account balance on such date), and (iii) in any form in which such benefits may be paid under the Plan to the Employee. For purposes of this subsection, the Account balance as of the date specified in the QDRO shall be the vested portion of the Employee's Account on such date.

- (e) QDRO Review Procedures and Suspension of Benefits. The Committee shall establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under QDROs. Such procedures shall be in writing and shall permit an Alternate Payee to designate a representative to receive copies of notices. The Committee may temporarily suspend distributions and withdrawals from the Participant's Accounts, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee receives a Domestic Relations Order or a draft of such an order that affects the Participant's Accounts or when one or the following individuals informs the Committee, orally or in writing, that a QDRO is in process or may be in process: the Participant, a prospective Alternate Payee, or counsel for the Participant or a prospective Alternate Payee. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect. The procedures may allow the Participant to receive such distributions and withdrawals from the Plan, subject to the rules of Article VI, as are consented to in writing by all prospective Alternate Payees identified in the Domestic Relations Order or, in the absence of a Domestic Relations Order, as are consented to in writing by the prospective Alternate Payee(s) who informed the Committee that a QDRO was in process or may be in process. When the Committee receives a Domestic Relations Order it shall promptly notify the Participant and each Alternate Payee of such receipt. Within a reasonable period after receipt of a Domestic Relations Order, the Committee shall determine whether such order is a QDRO and notify the Participant and each Alternate Payee of such determination. During any period in which the issue of whether a Domestic Relations Order is a QDRO is being determined (by the Committee, by a court of competent jurisdiction, or otherwise), the Committee shall separately account for the amounts payable to the Alternate Payee if the order is determined to be a QDRO. If the Committee determines that the order is not a QDRO, or if the issue as to whether such order is a QDRO has not been resolved within 18 months after the date of the first payment would have been required by such order, then the Committee shall pay the amounts separately accounted for (plus any interest thereon) to the individual(s) who would have been entitled to such amounts if there had been no order. Any determination that an order is a QDRO that is made after the close of the 18-month period shall be applied prospectively only.
- (f) Rights of Alternate Payee. The Alternate Payee shall have the following rights under the Plan:

- (i) Small Accounts. If the value of the nonforfeitable portion of an Alternate Payee's Account is \$1,000 or less, the Alternate Payee shall receive a single payment of the distributable amount as soon as practicable, provided that the value is \$1,000 or less when the distribution is processed. The Committee may elect to check the value of the Alternate Payee's Account on an occasional (rather than a daily) basis, to determine whether this paragraph applies.
- (ii) Single Payment or Annuity. This paragraph applies only if paragraph (i) does not apply. The only form of payment available to an Alternate Payee who is not the Spouse or former Spouse of the Participant is a single payment of the distributable amount (measured at the time the payment is processed). An Alternate Payee who is the Spouse or former Spouse of the Participant may choose between a single payment of the distributable amount or an annuity. If the Alternate Payee is awarded more than the distributable amount, the Alternate Payee initially shall receive a distribution of the distributable amount, with additional distributions made as soon as administratively convenient after more of the amount awarded to the Alternate Payee becomes distributable.
- (iii) Timing of Distribution. This paragraph applies only if paragraph (i) does not apply. Subject to the limits imposed by this paragraph, the Alternate Payee may choose (or the QDRO may specify) the date of the distribution. The distribution to the Alternate Payee may occur at any time after the Committee determines that the Domestic Relations Order is a QDRO and before the Participant's Required Beginning Date (unless the order is determined to be a QDRO after the Participant's Required Beginning Date, in which case the distribution to the Alternate Payee shall be made as soon as administratively practicable after the order is determined to be a QDRO).
- (iv) Death of Alternate Payee. The Alternate Payee may designate one or more beneficiaries, as specified in Section 6.1. When the Alternate Payee dies, the Alternate Payee's beneficiary shall receive a complete distribution of the distributable amount in a single payment as soon as administratively convenient.
- (v) Investing. An Alternate Payee may direct the investment of his Account pursuant to Section 8.3.
- (g) Exception for Misconduct towards the Plan. Section 11.8(a) shall not apply to any offset of a Participant's benefits against an amount that the Participant is ordered or required to pay to the Plan if the following conditions are met.
 - (i) The order or requirement to pay must arise under a judgment of conviction for a crime involving the Plan.

- (ii) The judgment, order, decree, or settlement agreement must expressly provide for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan. The Committee may temporarily suspend distributions and withdrawals from a Participant's Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that the Plan may be entitled to an offset of the Participant's benefits described in this subsection. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.
- (h) Exception for Federal Liens. Section 11.8(a) shall not apply to the enforcement of a federal tax levy made pursuant to Code §6331, the collection by the United States on a judgment resulting from an unpaid tax assessment, or any debt or obligation that is permitted to be collected from the Plan under federal law (such as the Federal Debt Collection Procedures Act of 1977). The Committee may temporarily suspend distributions and withdrawals from an Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that such a federal tax levy or other obligation has or will be received. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.

11.9 Payments Due Minors or Incapacitated Individuals.

If any individual entitled to payment under the Plan is a minor, the Committee shall cause the payment to be made to the custodian or representative who, under the state law of the minor's domicile, is authorized to receive funds on behalf of the minor. If any individual entitled to payment under this Plan has been legally adjudicated to be mentally incompetent or incapacitated, the Committee shall cause the payment to be made to the custodian or representative who, under the state law of the incapacitated individual's domicile, is authorized to receive funds on behalf of the incapacitated individual. Payments made pursuant to such power shall operate as a complete discharge of the Trust Fund, the Trustee, and the Committee.

11.10 Uniformity of Application.

The provisions of this Plan shall be applied in a uniform and non-discriminatory manner in accordance with rules adopted by the Committee, which rules shall be systematically followed and consistently applied so that all individuals similarly situated shall be treated alike.

11.11 Disposition of Unclaimed Payments.

Each Participant, Alternate Payee, or beneficiary with an Account balance in this Plan must file with the Committee from time to time in writing his address, the address of each

beneficiary (if applicable), and each change of address. Any communication, statement, or notice addressed to such individual at the last address filed with the Committee (or if no address is filed with the Committee then at the last address as shown on the Township's records) will be binding on such individual for all purposes of the Plan. Neither the Committee nor the Trustee shall be required to search for or locate any missing individual. If the Committee notifies an individual that he is entitled to a distribution and also notifies him that a failure to respond may result in a forfeiture of benefits, and the individual fails to claim his benefits under the Plan or make his address known to the Committee within a reasonable period of time after the notification, then the benefits under the Plan of such individual shall be forfeited. Any amount forfeited pursuant to this section shall be allocated pursuant to subsection 5.4(d). If the individual should later make a claim for this forfeited amount, the Township shall, if the Plan is still in existence, make a special contribution to the Plan equal to the forfeiture, and such amount shall be distributed to the individual; if the Plan is not then in existence, the Township shall pay the amount of the forfeiture to the individual.

11.12 Applicable Law.

This Plan shall be construed and regulated by federal law, and, unless otherwise specified herein and to the extent applicable, the laws of the Commonwealth of Pennsylvania, excluding any conflicts-of-law provisions.

ARTICLE XII. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

12.1 General.

- (a) Scope. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), as the same may be amended, confers certain rights on individuals who leave civilian employment to perform certain services in the Armed Forces, the National Guard, the commissioned corps of the Public Health Service, or in any other category designated by the President of the United States in time of war or emergency (collectively, the "Uniformed Services"). An Employee who joins the Uniformed Services shall be referred to as a "Serviceman" in this Article. This Article shall be interpreted to provide such individuals with all the benefits required by the USERRA but no greater benefits than those required by the USERRA. This Article shall supersede any contrary provisions in the remainder of the Plan.
- (b) Rights of Servicemen. When a Serviceman leaves the Uniformed Services, he may have reemployment rights with the Township or Affiliated Entities, depending on many factors, including the length of his stay in the Uniformed Services and the type of discharge he received. When this Article speaks of the date a Serviceman's potential USERRA reemployment rights expire, it means the

date on which the Serviceman fails to qualify for reemployment rights (if, for example, he is dishonorably discharged, or remains in the Uniformed Services for more than 5 years) or, if the Serviceman obtains reemployment rights, the date his reemployment rights lapse because the Serviceman failed to timely exercise those rights.

12.2 While a Serviceman.

In general, a Serviceman shall be treated as an Employee while he continues to receive wages from the Township, and once the Serviceman's wages from the Township or cease, the Serviceman shall be treated as if he were on an approved, unpaid leave of absence.

- (a) Township Contributions. Wages paid by the Township to a Serviceman shall be included in his Compensation as if the Serviceman were an Employee. If the Employee was a Covered Employee when he became a Serviceman and his wages continue through the last day of a Plan Year, then the Serviceman shall be treated as an "eligible Participant" under Section 3.1(a) for that Plan Year and as an Employee under Section 11.4(a).
- (b) Investments. If the Serviceman has an account balance in the Plan, he is an Account Owner and may therefore direct the investment of his Accounts pursuant to Section 8.3.
- (c) Distributions and Withdrawals. For purposes of Article VI (relating to distributions), the Serviceman shall be treated as an Employee until the day on which his potential USERRA reemployment rights expire, as provided in Section 12.3.
- (d) QDROs. QDROs shall be processed while the Participant is a Serviceman. The Committee has the discretion to establish special procedures under Section 12.9(e) for Servicemen, by, for example, extending the usual deadlines to accommodate any practical difficulties encountered by the Serviceman that are attributable to his service in the Uniformed Services.

12.3 Expiration of USERRA Reemployment Rights.

- (a) Consequences. If a Serviceman is not reemployed before his potential USERRA reemployment rights expire, the Committee shall determine his Termination From Service Date by treating his service in the Uniformed Services as an approved leave of absence but treating the expiration of his potential USERRA reemployment rights as the failure to timely return from his leave of absence, with the consequence that his Termination from Service Date will generally be the earlier of the date his potential USERRA rights expired or one year after the date he joined the Uniformed Services. Once his Termination from Service Date has been determined, the Committee shall determine his vested percentage. For purposes of Article VI (relating to distributions), the day the Serviceman's potential USERRA reemployment rights expired shall be treated as the day he

terminated employment with the Township and Affiliated Entities. For purposes of Section 5.2(c) (relating to the timing of forfeitures), the Serviceman's last day of employment shall be the day his potential USERRA reemployment rights expired.

- (b) Rehire after Expiration of Reemployment Rights. If the Township or an Affiliated Township hires a former Serviceman after his potential USERRA reemployment rights have expired, he shall be treated like any other former employee who is rehired.

12.4 Return From Uniformed Service.

This section applies solely to a Serviceman who returns to employment with the Township because he exercised his reemployment rights under the USERRA.

- (a) Credit for Service. A Serviceman's length of time in the Uniformed Services shall be treated as service with the Township for purposes of vesting and determining his eligibility to participate in the Plan upon reemployment.
- (b) Participation. If the Serviceman satisfies the eligibility requirements of Section 2.1 before his reemployment, and he is a Covered Employee upon his reemployment, he may participate in the Plan immediately upon his return.
- (c) Make-Up Township Contribution. The Township shall make an additional contribution to a Serviceman's Account equal to the Township Contribution (including any forfeitures treated as Township Contributions) that would have been allocated to such Account if the Serviceman had remained employed during his time in the Uniformed Services, and had earned his Deemed Compensation during that time. Such contributions ("Make-Up Contributions") shall be subject to Sections 12.4(d) and (e).
- (d) Application of Limitations.
 - (i) Make-Up Contributions shall be disregarded for purposes of determining the Township's maximum contribution under Section 3.1(c), the limits on Annual Additions under Section 3.4, and the non-discrimination requirements of Code §401(a)(4).
 - (ii) In order to determine the maximum Make-Up Contributions, the following limitations shall apply.
 - (A) The Serviceman's "Aggregate Compensation" for each year shall be equal to his actual Compensation, plus his Deemed Compensation that would have been paid during that year.
 - (B) The Serviceman's Aggregate Compensation each Plan Year shall be limited to the dollar limit in effect for that Plan Year under

Code §401(a)(17), for the purposes and in the manner specified in Section 1.11(d).

- (C) The limits of Section 3.1(c) (relating to the maximum contribution by the Township to the Plan) for each Plan Year shall be calculated by using the Serviceman's Aggregate Compensation for that Plan Year, and by treating the Make-Up Contributions that are attributable to that Plan Year's Deemed Compensation as having been made during that Plan Year.
 - (D) The limits of Section 3.4 (relating to the maximum Annual Additions to a Participant's Accounts) shall be calculated for each Limitation Year by using the Serviceman's Aggregate Compensation for that Limitation Year, and by treating as Annual Additions all the Make-Up Contributions that are attributable to that Limitation Year's Deemed Compensation.
- (e) Deemed Compensation. A Serviceman's Deemed Compensation is the Compensation that he would have received (including raises) had he remained employed by the Township during his time in the Uniformed Services, unless it is not reasonably certain what his Compensation would have been, in which case his Deemed Compensation shall be based on his average rate of compensation during the 12 months (or, if shorter, his period of employment with the Township) immediately before he entered the Uniformed Services. A Serviceman's Deemed Compensation shall be reduced by any Compensation actually paid to him during his time in the Uniformed Services (such as vacation pay). Deemed Compensation shall cease when the Serviceman's potential USERRA reemployment rights expire.

EAST GOSHEN TOWNSHIP

By: _____

Title: _____

Date: _____

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