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Prototype Plan Document Restatement Q & A

Q1. Why must prototype retirement plan documents be restated?
A1. The Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) and subsequent legislative changes affect qualified plan provisions. The Internal Revenue Service (IRS) requires that all prototype retirement plan (e.g., 401(k), profit sharing, and money purchase pension) documents be replaced with updated documents that incorporate the new laws.

Q2. How do I update my retirement plan document for EGTRRA?
A2. Use the enclosed documents to update your plan.

   Step 1. Locate the current version of your Adoption Agreement.
   Step 2. Complete the T. Rowe Price Individual 401(k) Standardized Adoption Agreement and, if applicable, the Qualified Retirement Plan Adoption Agreement Amendments.
   - Follow the line-by-line instructions beginning on page 2.
   - Complete the Standardized Adoption Agreement based on the plan provisions currently in effect, making sure to include an entry for every provision.
   - Refer to your current Adoption Agreement as a guide to enter the provisions of your existing plan into the corresponding sections of the Standardized Adoption Agreement.
   - All documents must be completed in ink.
   - Sign the Standardized Adoption Agreement and, if applicable, the Qualified Retirement Plan Adoption Agreement Amendments. You are encouraged to review these documents with your attorney or competent tax advisor.
   Step 3. Photocopy the entire Adoption Agreement booklet, including the cover page that identifies the plan name and the T. Rowe Price-assigned plan ID number, and return the copy to T. Rowe Price. A return envelope is provided for your convenience. Return the completed documents to T. Rowe Price within 30 days of receipt of this mailing.
   Step 4. Place the completed Standardized Adoption Agreement and, if applicable, the Qualified Retirement Plan Adoption Agreement Amendments, together with the Individual 401(k) Basic Plan Document booklet in your plan files.

Q3. If I intend to stop making contributions to my retirement plan, do I still have to update the plan document?
A3. Yes. The discontinuance is called a plan termination, and you generally must follow a formal procedure to terminate a qualified retirement plan. The IRS could potentially disqualify your plan, resulting in severe tax consequences, if you terminate your plan without first updating it to include these tax law changes.

Q4. Where can I get more information about the changes affecting my retirement plan?
A4. Although you have been operating your plan according to the changes brought about by EGTRRA and the other legislative changes, the following listing highlights some of the plan changes:

Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA)
- Transfer and Rollover portability expanded between employer-sponsored plans and IRAs.
  - Surviving spouses of plan participants may complete a rollover to another qualified plan or an IRA.
  - Employee after-tax contributions are eligible for rollover to another defined contribution plan or an IRA.
  - Rollovers between defined contribution plans.
- The maximum annual contribution to a defined contribution plan increased to 100% (up from 25%) of compensation or $40,000, whichever is less. The $40,000 amount is subject to cost-of-living adjustments (COLA) ($49,000 for 2009). The maximum employer deductible contribution remained 25%.
- The compensation cap used to determine annual additions increased to $200,000 (subject to COLA, $245,000 for 2009).
- The employer's maximum deduction limit excludes employee deferrals.

Final Regulations under Code Section 415
- 415 Compensation capped as used for other plan purposes ($245,000 for 2009).
- 415 Compensation included for multiple Limitation Years because of pay period/date timing.
- Code Section 415 Compensation includes some post-severance payments.
- IRS correction program or other regulatory guidance used to correct excess 415 contributions.

Katrina Emergency Tax Relief Act of 2005 (KETRA) and Gulf Opportunity Zone Act of 2005 (GOZA)
- Favorable tax treatment for eligible retirement plan distributions that are qualified Hurricane Katrina distributions.

Pension Protection Act of 2006 (PPA)
- While the Plan amendment allows for Direct Rollovers to the Plan of additional After-Tax Amounts, T. Rowe Price does not offer these rollover options.
- Non-spouse beneficiaries may roll over distributions to Inherited IRAs.
- Distributions are allowed because of primary Beneficiary hardship.
- Participants may take penalty-free qualified reservist distributions from the plan.
Instructions for Completing the T. Rowe Price Individual 401(k) Plan
Standardized Adoption Agreement

These instructions are designed to help you, the Employer, along with your attorney and/or tax advisor, complete the Adoption Agreement for the qualified retirement plan. The instructions are to be used only as a general guide and are not intended as a substitute for qualified legal and tax advisors. We recommend that you obtain the advice of your legal or tax advisor before you sign the Adoption Agreement. The words and phrases that are capitalized are defined terms that may be found in the Basic Plan Document.

Employer Information

Fill in the requested information: Adopting Employer name, address, and telephone number.

The Adopting Employer's federal tax identification number is the tax identification number assigned to your business. To obtain a federal tax identification number, go to the IRS Web site at irs.gov for instructions.

Enter the month and day of the Adopting Employer's tax year-end.

Check the appropriate box for the type of business.

Enter the Plan name.

Enter the Plan Sequence Number. The number is used for annual reporting to the IRS/DOL. The IRS uses this number to identify your Plan. For example, if this is the fourth qualified Plan you maintain or have maintained, the Plan Sequence Number would be 004, and so on (do not count nonqualified plans such as SEP-IRAs).

Enter the trust identification number if a separate number is assigned.

The account number may be left blank.

Section One. Effective Dates Complete Part A or B

This 401(k) Plan is either a new Plan (an initial adoption) or a restatement of an existing qualified retirement Plan.

Part A. New Plan Effective Date

Leave this section blank.

Part B. Existing Plan Amendment or Restatement Date

Check Box B, and complete this section to restate your Plan for EGTRRA.

• On the first line, enter the Plan's initial Effective Date from the original Adoption Agreement.

• On the second line, enter the first day of the Plan Year that the employer signs this document (e.g., 1/1/09 for a calendar year plan when the document is signed by 12/31/09).

Section Two. Eligibility Complete Parts A and B

Part A. Age and Years of Eligibility Service

Age Requirement

• Fill in the age an Employee must attain (no more than 21) to be eligible to receive Employer Profit Sharing Contributions and be eligible to make Elective Deferrals.

Years of Eligibility Service Requirement

• Select Option 1, 2, or 3 to specify the length of service that an Employee must complete to be eligible to receive Employer Profit Sharing Contributions and be eligible to make Elective Deferrals.

• If Option 1 is selected, no Eligibility Service is required.

• If Option 2 is selected, the Months of Eligibility Service entry cannot exceed 12 months.

• If Option 3 is selected, enter “0” or “1” for the Years of Eligibility Service requirement.

Part B. Employees Employed As of Effective Date

Select Option 1 or 2.

The age and service requirements may be waived for those Employees who are employed as of the Effective Date of this Plan. If the eligibility requirements are waived, then only those Employees hired after the original Effective Date will be required to meet the eligibility requirements as defined earlier in this section of the Adoption Agreement.

NOTE: This provision applies only to an initial adoption of a Plan.

Section Three: Contributions Complete Part A

Part A. Elective Deferrals

Select Option 1 to allow for Elective Deferrals. Suboption 1 may be checked to allow for Roth Elective Deferrals.

Part B. Employer Profit Sharing Contributions

Employer Profit Sharing Contributions are permitted as described in Section 3.02(B)(1) of the Plan.

Section Four: Vesting and Forfeitures

All accounts are 100% vested.
Section Five: Distributions and Loans

Loans are not permitted.

Section Six: Definitions

There are no elections required for Section Six.

Section Seven: Miscellaneous

Life insurance is not permitted.

Section Eight: Trustee and Custodian

Part A. Trustee

1. Trustee Appointment
   - Check Option 2 and enter the individual (e.g., the Employer or an appointed individual) who will act as Individual Trustee(s).
   - Check the appropriate box to indicate if the Trustee is a Directed or Discretionary Trustee.
     - A Directed Trustee, other than the Employer, may act only on instructions provided by the Employer.
     - A Discretionary Trustee may act without direction from the Employer.
   - T. Rowe Price is never the Trustee.

2. Trust Agreement
   - No election is required. The Trust provisions of Plan Section Eight are applicable.

Part B. Custodian

Leave this category blank

Section Nine: Employer Signature

Prototype Sponsor

- The Prototype Sponsor is T. Rowe Price Trust Company.
- Attachments:
  - Attachment A: To be completed in order to document protected benefits and other prior plan provisions. Please consult with your legal advisor for guidance on the completion of Attachment A.
  - Other: Check the box for other attachments to this Plan and provide a description of the attachment(s).
- An authorized representative of the Employer must sign and date the Adoption Agreement and enter his or her name and title.

NOTE: Under certain circumstances, you may wish to obtain assurance that this Plan meets the requirements for qualification under the tax laws and regulations. This can be done by requesting a determination letter from the Employee Plans Determinations Office of the IRS. Refer to your tax advisor for the procedures for obtaining a determination letter.

Keep the original Adoption Agreement and send a copy to T. Rowe Price.

Qualified Retirement Plan Adoption Agreement Amendments

Katrina Emergency Tax Relief Act of 2005

Gulf Opportunity Zone Act of 2005

Note: This Optional Amendment is only required if hardship distributions and recontributions were allowed to certain Participants affected by Hurricanes Katrina, Rita, or Wilma between August 29, 2005, and March 31, 2006. Do not complete this Amendment unless Qualified Hurricane Distributions have already been made.

Employer Information

If the Plan has Participants in hurricane relief areas and allowed hardship distributions and recontributions, enter the requested Employer information.

Section Five: Distributions and Loans

Part A. Hurricane Relief—Distributions

- Check Option 1 only if the Plan has Participants in hurricane relief areas and allowed hardship distributions and recontributions.
- If Option 2 is elected, it is not necessary to complete and sign this amendment.

Hurricane Relief—Loans

- No action required; loans are not permitted under this Plan.

Signature of Employer

If the amendment is adopted, an authorized representative of the Employer must sign and date the Adoption Agreement and enter his or her name and title.
**Individual 401(k) Plan**  
**Standardized Adoption Agreement**

**EMPLOYER INFORMATION**

Name of Adopting Employer_____________________________________________________________________________________________________
Address _____________________________________________________________________________________________________________________
City _______________________________________________________  State ____________________  Zip ________________________________
Telephone __________________________________________  Adopting Employer’s Federal Tax Identification Number ________________________

Adopting Employer’s Tax Year End *(specify month and day)* ______________________

Type of Business *(select one)*

- □ Sole Proprietorship  
- □ Partnership  
- □ C Corporation  
- □ S Corporation  
- □ LLC  
- □ Other *(specify a legal entity recognized under federal income tax laws)* ______________________

Name of Plan _________________________________________________________________________________________________________________
Plan Sequence Number________ Trust Identification Number *(if applicable) ___________________________ Account Number

**SECTION ONE: EFFECTIVE DATES**  
*Complete Part A or B*

**Part A.**  
**New Plan Effective Date**

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is ___________________________.

The Effective Date for Elective Deferrals under this Plan, if different from above, is ___________________________.

**NOTE:** The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for Elective Deferrals.

**Part B.**  
**Existing Plan Amendment or Restatement Date**

This is an amendment or restatement of an existing qualified plan *(a Prior Plan)*.

The Prior Plan was initially effective on ___________________________.

The Effective Date of this amendment or restatement is ___________________________.

**NOTE:** The restatement Effective Date is generally the first day of the Plan Year in which this Adoption Agreement is signed. An amendment or restatement Effective Date after the first day of the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code Section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items *(e.g., EGTRRA and other government pronouncements)* are governed by the dates specified in the Basic Plan Document. If Elective Deferrals are being made available for the first time as a result of this amendment and restatement, the Elective Deferrals cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for Elective Deferrals.

**SECTION TWO: ELIGIBILITY**  
*Complete Parts A and B*

**Part A.**  
**Age and Years of Eligibility Service**

**Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant *(and thus eligible to make Elective Deferrals)* or receiving an allocation of any Employer Profit Sharing Contribution, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining age _____ (no more than 21).

**NOTE:** If no age is specified there will be no age requirement.

**Years of Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant *(and thus eligible to make Elective Deferrals)* or receiving an allocation of any Employer Profit Sharing Contribution, as applicable, made pursuant to Section Three of the Adoption Agreement *(select one)*:

- **Option 1:** □ No Eligibility Service Required.
- **Option 2:** □ After completing _____ consecutive Months of Eligibility Service *(no more than 12).*
- **Option 3:** □ After completing _____ Years of Eligibility Service *(enter 0 or 1).*

**NOTE:** If no option is selected, Option 1 will apply.

**Part B.**  
**Employees Employed As of Effective Date**

Will an Employee employed as of the Effective Date listed in Section One, Part A of the Adoption Agreement who has not otherwise met the requirements of Part A above be considered to have met those requirements as of the Effective Date *(select one)*?

- **Option 1:** □ Yes.
- **Option 2:** □ No.

**NOTE:** If no option is selected, Option 2 will apply.
SECTION THREE: CONTRIBUTIONS
Complete Part A

Part A. Elective Deferrals
Authorization of Elective Deferrals
Will Elective Deferrals be permitted under this Plan (select one)?
Option 1: ☐ Yes (complete the following):
Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?
Suboption 1: ☐ Yes.
Suboption 2: ☐ No.
NOTE: If no suboption is selected, Suboption 1 will apply.
Option 2: ☐ No.
NOTE: If no option is selected, Option 1 will apply.

Part B. Employer Profit Sharing Contributions
Employer Profit Sharing Contributions, if any, shall be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Section 3.02(B)(1) of the Plan.

SECTION FOUR: VESTING AND FORFEITURES
There are no elections required for Section Four.

SECTION FIVE: DISTRIBUTIONS AND LOANS
Loans
May a Participant request a loan pursuant to Plan Section 5.14?
☐ Yes ☒ No
NOTE: If a box is not selected for this item, “No” will apply for this item.
Loans are not permitted.

SECTION SIX: DEFINITIONS
There are no elections required for Section Six

SECTION SEVEN: MISCELLANEOUS
Life Insurance
Will life insurance investments be permitted under the Plan (select one)?
Option 1: ☐ Yes.
Option 2: ☒ No. Life insurance is not permitted.
NOTE: If no option is selected, Option 2 will apply.
SECTION EIGHT: TRUSTEE AND CUSTODIAN

Complete Parts A and B (as applicable)

Part A. Trustee (This Part A must be completed unless the Plan only covers one or more Self-Employed Individuals or satisfies another exception under ERISA (select one).

1. Trustee Appointment
   Option 1: ☐ Financial Organization as Trustee
   Option 2: ☐ Individual Trustee(s)
   The Trustee of this Plan shall be: ☐ Directed Trustee ☐ Discretionary Trustee
   Name of Trustee ______________________________________________________________________________________________
   Address _______________________________________________________________________________________________________
   Telephone _____________________________________________________________________________________________________
   Signature _______________________________________________  Title ________________________________________________

2. Trust Agreement
   If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan (select one)?
   Option 1: ☐ Trust provisions contained in Plan Section Eight.
   Option 2: ☐ Separate executed trust agreement attached hereto.
   NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be one filed with the IRS for use by the Prototype Sponsor listed in Section Nine below.

Part B. Custodian (Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed unless a Trustee is named in Part A, above.)

1. Custodian Appointment
   Financial Organization __________________________________________________________________________________________
   Address _______________________________________________________________________________________________________
   Signature ______________________________________________________________________________________________________
   Type Name _____________________________________________  Title ________________________________________________

2. Custodial Agreement
   If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan (select one)?
   Option 1: ☐ Custodial provisions contained in Plan Section 8.
   Option 2: ☐ Separate executed custodial agreement attached hereto.
   NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached custodial agreement must be one filed with the IRS for use by the Prototype Sponsor listed in Section Nine below.
Prototype Sponsor
Name of Prototype Sponsor: T. Rowe Price Trust Company
Address: 100 East Pratt Street, Baltimore, MD 21202
Telephone: 1-800-638-3804

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.
☐ Other: (If this box is checked, please describe the attachment(s))
____________________________________
____________________________________
____________________________________
____________________________________
____________________________________

Authorized Employer Signature

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust or custodial agreement used in lieu of the trust or custodial agreement contained in the Basic Plan Document.

Signature of Adopting Employer: ____________________________ Date Signed: ____________________________
Type Name: ____________________________ Title: ____________________________

NOTE: The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code Section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2005-16. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code Section 419A(d)(3), or an individual medical account, as defined in Code Section 415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Sections 415 and 416. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2005-16. This Adoption Agreement may be used only in conjunction with Basic Plan Document #02.
**ATTACHMENT A**

**PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS**

This Attachment may be used by an Adopting Employer to document protected benefits and other prior plan provisions that apply to some or all of the assets of the Adopting Employer’s plan.

### ADOPTING EMPLOYER PLAN INFORMATION

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<th>Plan Sequence Number</th>
<th>Trust Identification Number (if applicable)</th>
<th>Account Number</th>
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### PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS

**Provision 1:**

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Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):

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**Provision 2:**

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Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):

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**Provision 3:**

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Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):

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Qualified Retirement Plan
Adoption Agreement Amendments

Employer Information

Name of Adopting Employer ________________________________

Address ________________________________________________

City ________________________________ State ____________ Zip ____________

Telephone ________________________________ Adopting Employer’s Federal Tax I.D. Number ____________

Name of Plan ________________________________

Plan Sequence Number ________________________________ Adopting Employer’s Fiscal Year End ____________

This Amendment is effective on the Effective Date of the amendment and restatement of the Plan for the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) and other applicable requirements.

Hurricane Katrina Relief

This amendment of the Plan (hereinafter referred to as “the Amendment”) is comprised of this Adoption Agreement Amendment and the corresponding Basic Plan Document Amendment. The purpose of this Amendment is to incorporate the hurricane relief provided by the IRS in Announcement 2005-70. Such relief permitted plan sponsors of qualified retirement plans to make hardship distributions and loans to certain participants if the affected plans were amended by the last day of the 2006 plan year. This amendment is not required unless the plan was affected by hurricane Katrina as described below and, as a result, the plan sponsor permitted loans and hardship distributions. The Amendment is intended to provide good faith compliance with Announcement 2005-70 and related guidance until the Plan is formally restated to include such provisions and supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment.

KETRA Legislation

This amendment of the Plan (hereinafter referred to as “the Amendment”) is comprised of this Adoption Agreement Amendment and the corresponding Basic Plan Document Amendment and is adopted to reflect certain provisions of the Katrina Emergency Tax Relief Act of 2005 (“KETRA”), The Gulf Opportunity Zone Act of 2005 (“GOZone”), and other related legislation and pronouncements. The Amendment is intended to provide good faith compliance with those statutes and related guidance until the Plan is formally restated to include such provisions and supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment.

NOTE: Section numbers used below correspond to the Adoption Agreement sections to which the Amendment provisions relate.

SECTION FIVE: DISTRIBUTIONS AND LOANS

Part A. Hurricane Relief – Distributions

Were Participants who were affected by Hurricanes Katrina, Rita, or Wilma permitted to take distributions and to make recontributions, as provided in the Katrina Emergency Tax Relief Act of 2005 (KETRA), the Gulf Opportunity Zone Act of 2005 (GOZone), and related pronouncements?

Option 1: ☐ Yes.
Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

Hurricane Relief – Loans

Were Participants who were affected by Hurricanes Katrina, Rita, and Wilma permitted to take loans as provided in the Katrina Emergency Tax Relief Act of 2005 (KETRA), the Gulf Opportunity Zone Act of 2005 (GOZone), and related pronouncements?

Option 1: ☐ Yes.
Option 2: X ☐ No. Loans are not permitted.

NOTE: If no option is selected, Option 2 will apply.

Signature of Employer

1. I acknowledge that I have relied upon my own advisers regarding the completion of these Amendments and the legal and tax implications of amending this Plan;
2. I understand that my failure to properly complete these Amendments may result in disqualification of the Plan; and
3. I have received a copy of these Amendments.

Signature of Adopting Employer ________________________________ Date Signed ________________________________

Type Name ________________________________ Title ________________________________