

COMMUNICATIONS WORKERS OF AMERICA
SAVINGS AND RETIREMENT TRUST
JOINDER AGREEMENT

This Agreement, effective as of _____, between _____, hereinafter called "Adopting Employer," and the Union Trustees and Management Trustees of the Communications Workers of America Savings and Retirement Trust; the Union Trustees and Management Trustees being hereinafter collectively called the "Trustees."

WITNESSETH:

WHEREAS, the Trustees have established the Communications Workers of America Savings and Retirement Trust ("CWA-SRT"), originally effective as of January 1, 1977, and most recently restated effective July 1, 1994, as a means through which one or more employers may adopt and establish, primarily for the benefit of workers employed by them who are members of the Communications Workers of America ("CWA"), a qualified savings and retirement plan; and

WHEREAS, the Trustees of the CWA-SRT have represented that the CWA-SRT is a qualified plan and trust within the meaning of Sections 401(a) and 501(a) of the Internal Revenue Code ("Code"); and

WHEREAS, Adopting Employer desires to adopt the CWA-SRT, as amended through the date of adoption, for its employees eligible to participate therein;

NOW, THEREFORE, the parties agree as follows:

1. Adopting Employer does hereby adopt the CWA-SRT for the following of its employees [check one]:

_____ All members of the collective bargaining unit represented by the Communications Workers of America who meet the definition of Eligible Member set out in the CWA-SRT; or

_____ All employees of the Adopting Employer who meet the definition of Eligible Member set out in the CWA-SRT; or

_____ All _____.

2. To be an Eligible Member, an individual must have been employed for a three consecutive month period with any Adopting Employer, previously been eligible to participate by reason of employment with the Adopting Employer or another Adopting Employer, or be an Incidental

Employee. If the group of employees covered includes some CWA members, employees who are not members of CWA or of the collective bargaining unit can also participate.

Notwithstanding the above, if any item is checked below, an individual must complete a minimum of ____ months of service with any Adopting Employer (specify period of service in months, but not to exceed 2 years) to be an Eligible Member with respect to the following contributions by the Adopting Employer:

- _____ (a) Discretionary Employer Contributions
- _____ (b) Matching Contributions
- _____ (c) Non-Discretionary Employer Contributions

3. Adopting Employer agrees to take the actions indicated by the items checked below with respect to its employees:

_____ (a) Pre-Tax Employee Contributions. Deduct from pay and transmit to the CWA-SRT Pre-tax Employee Contribution Amounts elected by Eligible Members. By filling in the blank in this sentence, Adopting Employer limits Pre-tax Employee Contributions to _____ of Covered Compensation (no more than 50%) subject to the indexed Code Section 402(g) limit (\$16,500 in 2010). Pre-tax Employee Contributions are defined in, and subject to the rules, of the CWA-SRT.

_____ (b) Pre-Tax Employee “Catch-up” Contributions. If (a) above (Pre-Tax Employee Contributions) is elected by checking this line the Employer also elects to offer catch up contributions under Section 414(v) of the Code as provided under the Plan and in accordance with the following specifications:

- (1) All employees who are eligible to make elective deferrals under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code (\$5,500 for 2010 and indexed thereafter). Such catch-up contributions shall not be taken into account for purposes of any Employer-provided limit on elective deferrals described above, or the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code, or ADP testing under 401(k)(3) of the Code.
- (2) The Employer [check one] will (____) or will not (____) make Matching Contributions to the Trust on the catch-up contributions (see (d) below). Matching contributions are subject to the regular nondiscrimination

testing requirements. If the Employer will make Matching Contributions to the Plan on the catch-up contributions, such contributions shall be [check one]:

_____ made on the same basis (*i.e.*, the same percentage), and subject to the limitations, as specified in this Joinder Agreement with respect to other employee elective deferrals; or

_____ made on the following basis, subject to the limitations as specified in this Joinder Agreement:

_____.

The Employer hereby certifies that all plans of the Employer that have elective contributions provide eligible participants with the opportunity to make the same dollar amount of catch up contributions as described in paragraph (1) above.

_____ (c) After-Tax Employee Contributions. Deduct from pay and transmit to the CWA-SRT After-tax Employee Contributions elected by Eligible Members. By filling in the blank in this sentence, Adopting Employer limits After-tax Employee Contributions to _____.

_____ (d) Employer Matching Contributions. Contribute to the CWA-SRT as a Matching Contribution an amount equal to _____% of the Pre-tax Employee Contributions and _____% of the After-tax Employee Contributions elected by each Participant or _____. By filling in the blank in this sentence, Adopting Employer limits its Matching Contributions to _____.

_____ (e) Non-Discretionary Employer Contributions. Contribute to the CWA-SRT _____% of the Covered Compensation of each Participant, \$_____ per hour worked by each Participant, or _____ as a Non-Discretionary Employer Contribution, subject, however, to such contribution being deductible for federal income tax purposes if Adopting Employer is a taxable entity. In addition, in the initial Plan Year, contribute to the CWA-SRT for past service, \$_____ per hour worked by each Participant for the period beginning (effective date of first contract) and ending (last day of month before Joinder Agreement becomes effective) plus (compound/simple) at the rate of _____% calculated from the date the contribution would otherwise have been made. Provided, however, that in the event the entire past service contribution cannot be made in one Plan Year because the contribution for any individual Participant would exceed the limitations of Section 3.12 of the CWA-SRT or because the

contribution would exceed the limitations on deductible contributions under section 404 of the Code, the amount of the past service contribution which cannot be made in any Plan Year shall be carried forward and made in the next succeeding year in which it can be made without exceeding such limitations.

_____ (f) Discretionary Employer Contributions. Contribute to the CWA-SRT such amount, if any, for Participants each year as may be determined by the management of Adopting Employer as a Discretionary Employer Contribution.

4. For purposes of determining the amount of Contributions to be made by, or on behalf of, a Participant, Covered Compensation shall include:

_____ (a) Regular Pay (, e.g., Basic Daily or Weekly Rate) only.

_____ (b) Compensation includible in an Employee's gross income as reportable on IRS Form W-2 (excluding overtime, bonuses and contributions and payments under any health, medical, hospitalization or other welfare or retirement plan), plus elective deferrals under Code Section 402(g)(3) and other elective amounts not includable in gross income under Code Sections 125, 132(f)(4) or 457.

5. Adopting Employer agrees that with respect to its employees, all contributions will be fully vested and non-forfeitable at all times.

6. Participants employed by Adopting Employer are [check one] likely to include (___) or not likely to include (___) Highly Compensated Employees as described in section 414(q) of the Internal Revenue Code.

Generally, a Highly Compensated Employee¹ is any employee who:

(a) is a 5% owner of the Adopting Employer, or

(b) for the preceding year, received annual compensation from the Adopting Employer in excess of \$110,000 (in 2010) and, if elected by the Employer, was among the most highly paid 20% of Adopting Employer's employees for the preceding year, provided such compensation amounts shall be adjusted from time to time as set out in Section 414(q) of the Internal Revenue Code.

7. (a) (1) In adopting the CWA-SRT, Adopting Employer undertakes to remit all contributions made by, or on behalf of Participants, as provided above, to the CWA-SRT. Adopting Employer agrees to remit such contributions on such forms and in

¹ Special tests must be run by the Plan Administrator if a Highly Compensated Employee is a Participant.

accordance with such procedures as prescribed by the CWA-SRT. Adopting Employer also undertakes the functions of receiving, processing and transmitting to the Plan Administrator the administrative forms, such as applications to participate, notices of change and notices of discontinuance and such other notices as called for by or in connection with the CWA-SRT.

(2) Notwithstanding any provision of the collective bargaining agreement, Adopting Employer agrees to remit Employee Contributions, both Pre-tax and After-tax, to the CWA-SRT on the earliest date by which the Contributions can reasonably be segregated from the general assets of the Employer, but no later than the 15th business day of the month following the month in which the amounts were withheld from the employees' paychecks

(3) Adopting Employer agrees to remit Matching Contributions (if elected above) to the CWA-SRT by the same date as Employee Contributions in (2) above.

(4) Adopting Employer further agrees to remit all other Employer Contributions (if elected above) to the CWA-SRT by the date required by the collective bargaining or, if the Collective Bargaining agreement is silent as to a due date, no later than the March 31st following the Plan Year to which the contributions relate.

(5) Employee and Employer Contributions will be considered delinquent on the next business day after their due date as provided above, and will be subject to interest and other charges set forth in the CWA-SRT Plan and Collections Policy.

(b) Adopting Employer hereby designates the Management Trustees as the trustees to represent the Adopting Employer on the Board of Trustees of the CWA-SRT for purposes of administering the CWA-SRT on behalf of all Adopting Employers in compliance with federal labor laws commonly known as the Taft-Hartley Act, as set out in the CWA-SRT governing Plan documents. Adopting Employer hereby adopts and agrees to be bound by the governing plan documents of the CWA-SRT, as amended, which are incorporated by reference herein. Adopting Employer further agrees to be bound by the Collections Policy of the CWA-SRT, receipt of which is hereby acknowledged, and to all actions of the Board of Trustees.

(c) Subject to any obligations it may have under a collective bargaining agreement, Adopting Employer reserves the right to terminate its adoption of the CWA-SRT at any time upon reasonable notice to the Trustees. Upon the amendment of the CWA-SRT, a copy of such amendment shall be supplied to the Adopting Employer and shall be automatically effective unless the Adopting Employer terminates its adoption of the CWA-SRT within a reasonable time.

(d) The Trustees of the CWA-SRT agree to take all reasonable actions to assure that the CWA-SRT remains a qualified plan and trust within the meaning of Section 401(a) of the Internal Revenue Code.

(e) The Adopting Employer shall bear the costs and expenses as may be involved in making payroll deductions and processing the administrative forms submitted by Participants in the CWA-SRT and the forwarding of such payroll deductions and administrative forms to the Plan Administrator and/or Funding Agent of the CWA-SRT. All other costs and expenses of the administration and operation of the CWA-SRT shall be deducted from the income (or, if need be, the corpus) of the Trust or be paid as otherwise provided in the CWA-SRT plan document. This paragraph shall not relieve the Adopting Employer of the obligation to pay interest, late fees or costs with respect to delinquent contributions as set out in the governing plan documents and Collection Policy of the CWA-SRT.

(f) This Agreement is the sole and final agreement by the Adopting Employer with respect to the CWA-SRT and supercedes all prior agreements or inconsistent agreements, including collective bargaining agreements.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement the _____ day of _____, 2010__.

ADOPTING EMPLOYER

By: _____

Address: _____

Telephone: _____

TRUSTEES OF THE COMMUNICATIONS
WORKERS OF AMERICA SAVINGS AND
RETIREMENT TRUST

MANAGEMENT TRUSTEE:

By: _____

Frank Tucker

UNION TRUSTEES:

By: _____

One of the Union Trustees
with authority delegated by all
of the Union Trustees to
execute this Agreement.