

**AMERICAN CHAMBER OF COMMERCE EXECUTIVES
DEFERRED COMPENSATION PLAN**

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Section 1. Purpose:

The Sponsoring Employer previously established the Plan on March 1, 1987. This is an amendment and restatement of the Plan, effective October 1, 2011.

By execution of this Plan, the Sponsoring Employer has adopted the Plan set forth herein to provide a means by which certain management Employees or Independent Contractors of a Participating Employer may elect to defer receipt of current Compensation from the Participating Employer in order to provide retirement and other benefits on behalf of such Employees or Independent Contractors of the Participating Employer. The Plan is intended to be a nonqualified deferred compensation plan that complies with the provisions of Section 457(b) of the Internal Revenue Code (the "Code"). The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974 and Independent Contractors. This Plan and each Joinder Agreement shall be considered a separate 457(b) plan of the Participating Employer.

Section 2. Definitions:

As used in the Plan, including this Section 2, references to one gender shall include the other and, unless otherwise indicated by the context:

2.1 **"Active Participant"** means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant immediately upon a determination by the Participating Employer that the Participant has ceased to be an Employee or Independent Contractor, or that the Participant no longer meets the eligibility requirements of the Plan.

2.2 “**Applicable Dollar Amount**” shall mean \$16,500. In the case of taxable years beginning after December 31, 2011, the Applicable Dollar Amount shall be adjusted for cost-of-living increases as described in 457(e)(15)(B) of the Code.

2.3 “**Beneficiary**” means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 12 of the Plan.

2.4 “**Board**” means the Board of Directors of the Sponsoring Employer.

2.5 “**Compensation**” means all of a Participant’s (i) base salary; (ii) bonus compensation; (iii) accumulated sick pay, vacation pay and back pay; and (iv) compensation received as an Independent Contractor reportable on Form 1099 from the Participating Employer.

2.6 “**Crediting Date**” means the date any business day on which Participant Deferral Credits, Employer Credits, or Transfers are received by the Provider and is a date securities are traded on a national securities exchange.

2.7 “**Deferred Compensation Account**” means the account maintained with respect to each Participant under the Plan. The Deferred Compensation Account shall be credited with Participant Deferral Credits and Employer Credits, credited or debited for deemed investment gains or losses, and adjusted for payments in accordance with the rules and elections in effect under Section 8.

2.8 “**Disabled**” means a Participant who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not

less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Participating Employer.

2.9 “Eligible Employer” means a tax-exempt entity that establishes a Plan. The term eligible employer does not include a church as defined in Section 3121, a qualified church controlled organization, or any State or Federal government or any agency or instrumentality thereof.

2.10 “Employee” means an individual in the Service of a Participating Employer if the relationship between the individual and the Participating Employer is the legal relationship of employer and employee and if the individual is in a select group of highly compensated or management employee of the Participating Employer. An individual shall cease to be an Employee upon the Employee’s termination of Service or ceasing to be a member of a select group of highly compensated or management employees.

2.11 “Employer Credits” means the amounts credited to the Participant’s Deferred Compensation Account by his Participating Employer pursuant to the provisions of Section 4.2.

2.12 “Includible Compensation” means Compensation for services performed for a Participating Employer which is currently includible in the Participant’s gross income for the taxable year for federal income tax purposes. Such term does not include any amount excludible from gross income under this Plan or any other plan described in Section 457(b) of the Code, any amount excludible from gross income under Section 403(b) of the Code, or any other amount excludible from gross income for federal income tax purposes. Includible Compensation shall be determined without regard to any community property laws.

2.13 “Independent Contractor” means an individual in the Service of a Participating Employer if the relationship between the individual and the Participating Employer

is not the legal relationship of employer and employee. An individual shall cease to be an Independent Contractor upon the termination of the Independent Contractor's Service. An Independent Contractor shall include a director of the Participating Employer who is not an Employee.

2.14 "Normal Retirement Age" means age 67.

2.15 "Participant" means with respect to any Plan Year an Employee or Independent Contractor who has been designated by the Participating Employer as a Participant and who has entered the Plan or who has a Deferred Compensation Account under the Plan.

2.16 "Participant Deferral Agreement" means a written agreement entered into between a Participant and his Participating Employer pursuant to the provisions of Section 4.1.

2.17 "Participant Deferral Credits" means the amounts credited to the Participant's Deferred Compensation Account by his Participating Employer pursuant to the provisions of Section 4.1.

2.18 "Participating Employer" means ACCE Benefit Trust and any chamber of commerce which is a tax exempt organization and whose executives are members of or affiliated with the American Chamber of Commerce Executives, that elects to become a Participating Employer pursuant to the provisions of Section 16.1 and which adopts this Plan with the consent of the Sponsoring Employer by executing a Plan Joinder Agreement and one or more of whose Employees or Independent Contractors is a Participant in this Plan.

2.19 "Plan" means the American Chamber of Commerce Executives Deferred Compensation Plan, as herein set out or as duly amended and shall refer to each separate plan maintained by each Participating Employer.

2.20 "Plan Administrator" means ACCE Benefit Trust.

2.21 “Plan-Approved Domestic Relations Order” shall mean a court order that is lawfully directed to this Plan and that is served upon the Plan Administrator before the Participant receives a distribution of his benefit that pursuant to a state domestic relations law creates or recognizes the existence of the right of an alternate payee to receive all or a portion of a Participant’s benefit and that meets all of the following requirements. An order shall not be a Plan-Approved Domestic Relations Order unless the Plan Administrator determines that the court order on its face and without reference to any other document states all of the following:

(a) The court order expressly states that it relates to the provision of child support, alimony, or marital property rights to a Spouse, former Spouse, or child of a Participant and is made pursuant to State domestic relations law.

(b) The court order clearly and unambiguously specifies that it refers to this Plan.

(c) The court order clearly and unambiguously specifies the name of the Participant’s employer.

(d) The court order clearly specifies: the name, mailing address, and social security number of the Participant; and the name, mailing address, and social security number of each alternate payee.

(e) The court order clearly specifies the amount or percentage, or the manner in which the amount or percentage is to be determined, of the Participant’s benefit to be paid to or segregated for the separate account of the alternate payee.

(f) The court order expressly states that the alternate payee’s segregated account shall bear all fees and expenses as though the alternate payee were a Participant.

(g) The court order clearly specifies if a distribution may be made prior to a Qualifying Distribution Event of the Participant or allows the alternate payee to elect a distribution prior to a Qualifying Distribution Event.

(h) The court order clearly specifies that any distribution to any alternate payee shall be payable only as a lump sum.

(i) The court order expressly states that it does not require this Plan to provide any type or form of benefit or any option not otherwise provided under this Plan.

(j) The court order expressly states that the order does not require this Plan to provide increased benefits.

(k) The court order expressly states that any provision of it that would have the effect of requiring any distribution to an alternate payee of deferred compensation that is required to be paid to another person under any court order is void.

(l) The court order expressly states that nothing in the order shall have any effect concerning any party's tax treatment, and that nothing in the order shall direct any person's tax reporting or withholding.

An order shall not be a Plan-Approved Domestic Relations Order if it includes any provision that does not relate to this Plan. Without limiting the comprehensive effect of the preceding sentence, an order shall not be a Plan-Approved Domestic Relations Order if the order includes any provision relating to any pension plan, retirement plan, deferred compensation plan, health plan, welfare benefit plan, or employee benefit plan other than this Plan. An order shall not be a Plan-Approved Domestic Relations Order unless the order provides for only one alternate payee. An order shall not be a Plan-Approved Domestic Relations Order if the order includes any provision that would permit the alternate payee to designate any beneficiary for any purpose. However, an order does not fail to qualify as a Plan-Approved Domestic Relations Order because it provides that any rights not paid before the alternate payee's death shall be payable to the duly appointed and then-currently serving personal representative of the alternate payee's estate. The Plan Administrator may assume that the alternate payee named by the court order is a proper payee and need not inquire into whether the person named is a Spouse or former Spouse or child of the Participant.

2.22 "Plan Joinder Agreement" means the agreement signed by a chamber of commerce or ACCE Benefit Trust to become a Participating Employer on behalf of its Employees and which sets forth the effective date of such participation.

2.23 “Plan Year” means the twelve-month period ending on the last day of the month of December; provided, that the initial Plan Year may have fewer than twelve months.

2.24 “Qualifying Distribution Event” means (i) the separation from Service of the Participant, (ii) the date the Participant becomes Disabled and separates from Service, (iii) the death of the Participant, (iv) a De Minimis Distribution by the Participant, (v) an Unforeseeable Emergency or (vi) a HEART Act Distribution, each to the extent provided in Section 5.

2.25 “Service” means employment by a Participating Employer as an Employee. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Employee’s right to reemployment is provided either by statute or contract. If the Participant is an Independent Contractor, “Service” shall mean the period during which the contractual relationship exists between the Participating Employer and the Participant. The contractual relationship is not terminated if the Participant anticipates a renewal of the contract or becomes an Employee.

2.26 “Sponsoring Employer” means ACCE Benefit Trust.

2.27 “Spouse” or “Surviving Spouse” means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.28 “Unforeseeable Emergency” means a severe financial hardship to the Participant resulting from (i) a sudden or unexpected illness or accident of the Participant, the Participant’s Spouse or dependent (as defined in Section 152(a) of the Code); (ii) loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner’s insurance, e.g., as a result of natural disaster); (iii) the need to pay for funeral expenses of the Participant’s Spouse or dependent (as defined in

Section 152(a) of the Code); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an Unforeseeable Emergency. Except as otherwise specifically provided in this definition, neither the purchase of a home nor the payment of college tuition is an Unforeseeable Emergency.

Section 3. Participation:

Each Participating Employer in its discretion shall designate each Employee or Independent Contractor who is eligible to participate in the Plan. Such determination is solely the responsibility of the Participating Employer employing such Employee, and shall not be the responsibility of the Sponsoring Employer except with respect to those Employees employed by such Sponsoring Employer. An Employee or Independent Contractor designated as a Participant who has not otherwise entered the Plan shall enter the Plan and become a Participant as of the date determined by the Participating Employer. A Participant who separates from Service with the Participating Employer and who later returns to Service will not be an Active Participant under the Plan except upon satisfaction of such terms and conditions as the Participating Employer shall establish upon the Participant's return to Service, whether or not the Participant shall have a balance remaining in the Deferred Compensation Account under the Plan on the date of the return to Service.

Section 4. Credits to Deferred Compensation Account:

4.1 Participant Deferral Credits. Each Active Participant may elect, by entering into a Participant Deferral Agreement with a Participating Employer, to defer the receipt of base salary and bonus compensation from the Participating Employer by a dollar amount or

percentage specified in the Participant Deferral Agreement. The amount of the Participant Deferral Credit shall be credited by the Participating Employer to the Deferred Compensation Account maintained for the Participant pursuant to Section 8. The following special provisions shall apply with respect to the Participant Deferral Credits of a Participant:

(a) The Participating Employer shall credit to the Participant's Deferred Compensation Account on each Crediting Date an amount equal to the total Participant Deferral Credit for the period ending on such Crediting Date.

(b) An election pursuant to this Section 4.1 shall be made by the Participant by executing and delivering a Participant Deferral Agreement to the Participating Employer. Except as otherwise provided in this Section 4.1, the Participant Deferral Agreement shall become effective with respect to such Participant as of the first day of the month following the date such Participant Deferral Agreement is received by the Participating Employer. A Participant's election may be changed at any time prior to the last permissible date for making the election as permitted in this Section 4.1, and shall thereafter be irrevocable. The election of a Participant shall continue in effect until modified by the Participant as permitted in this Section 4.1, or until the earlier of the date the Participant separates from Service or ceases to be an Active Participant under the Plan.

(c) A Participant may unilaterally modify a Participant Deferral Agreement (either to increase or decrease the portion of his future Compensation which is subject to deferral, including a modification to terminate the Salary Deferral Agreement) by providing a written modification of the Participant Deferral Agreement to the Participating Employer. The modification shall become effective as of the first day of the calendar month which occurs after the date such written modification is received by the Participating Employer, or as soon as practicable thereafter.

(d) In the case of a new Employee, the Employee may defer Compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Participating Employer.

4.2 Employer Credits. A Participating Employer may make a discretionary credit to the Deferred Compensation Account of each of their Active Participants in an amount determined each calendar month by that Participating Employer.

4.3 Deferred Compensation Account. All Participant Deferral Credits and Employer Credits shall be credited to the Deferred Compensation Account of the Participant.

4.4 Maximum Limitation. The maximum amount that may be credited to the Deferred Compensation Account of a Participant under this Plan for a taxable year shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable:

(a) **Normal Limitation:** The credit shall not exceed the lesser of the Applicable Dollar Amount or 100% of the Includible Compensation of the Participant.

(b) **Catch-Up Limitation:** For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of (i) twice the Applicable Dollar Amount or (ii) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant in which (1) the Participant was eligible to participate in this Plan, and (2) Compensation deferred under this Plan was subject to the deferral limits set forth in this Section 4.4.

4.5 Correction of Excess Deferrals. If the amount credited to the Deferred Compensation Account of the Participant under this Plan exceeds the Maximum Limitation described in Section 4.4 for the taxable year of the Participant, the Plan Administrator shall direct the Participating Employer to distribute such excess amount (and any income allocable to such excess amount) to the Participant not later than the first April 15th following the close of the Participant's taxable year. If the amount credited to the Deferred Compensation Account of the Participant under this Plan, together with amounts credited to the Participant under all other eligible plans under Code Section 457(b), exceeds the Maximum Limitation described in Section 4.4 for the taxable year of the Participant, the Participant may, not later than March 1 following the close of the Participant's taxable year, notify the Plan Administrator in writing of such excess and request that the Deferred Compensation Account of the Participant under this Plan be reduced by an amount specified by the Participant. In such event, the Plan Administrator may

direct the Participating Employer to distribute such excess amount (and any income allocable to such excess amount) to the Participant not later than the first April 15th following the close of the Participant's taxable year. The amount distributed under this Section 4.5 shall not exceed the amount credited to the Deferred Compensation Account of the Participant under the Plan for the taxable year (and any income allocable to such excess amount).

Section 5. Qualifying Distribution Events:

5.1 Separation from Service. If the Participant separates from Service with a Participating Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Participating Employer as provided in Section 6.

5.2 Disability. If the Participant becomes Disabled and separates from Service with a Participating Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Participating Employer as provided in Section 6.

5.3 Death. If the Participant dies while in Service, his Participating Employer shall pay a benefit to the Participant's Beneficiary in the amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence. Payment of such benefit shall be made by the Participating Employer as provided in Section 6. If a Participant dies following his separation from Service for any reason, and before all payments under the Plan have been made, the balance in the Deferred Compensation Account shall be paid by the Participating Employer to the Participant's Beneficiary as provided in Section 6.

5.4 De Minimis Distributions. A Participant may elect to receive a distribution from his Deferred Compensation Account subject to the following conditions:

- (a) **Limit on amount:** The Deferred Compensation Account cannot exceed \$5,000.

(b) No contributions in preceding two years: There have been no Participant Deferral Credits or Employer Credits to the Deferred Compensation Account of the Participant during the two year period ending on the date of the distribution.

(c) There have been no prior distributions by the Participant pursuant to this Section 5.4.

5.5 Unforeseeable Emergency. A distribution from the Deferred Compensation Account may be made to a Participant in the event of an Unforeseeable Emergency, subject to the following provisions:

(a) A Participant may, at any time prior to his separation from Service for any reason, make application to the Participating Employer to receive a distribution in a lump sum of all or a portion of the vested balance in the Deferred Compensation Account (determined as of the date the distribution, if any, is made under this Section 5.5) because of an Unforeseeable Emergency. A distribution because of an Unforeseeable Emergency shall not exceed the amount required to satisfy the Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of such distribution, after taking into account the extent to which the Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

(b) The Participant's request for a distribution on account of Unforeseeable Emergency must be made in writing to the Participating Employer. The request must specify the nature of the financial hardship, the total amount requested to be distributed from the Deferred Compensation Account, and the total amount of the actual expense incurred or to be incurred on account of the Unforeseeable Emergency.

(c) If a distribution under this Section 5.5 is approved by the Participating Employer, such distribution will be made as soon as practicable following the date it is approved. The processing of the request shall be completed as soon as practicable from the date on which the Participating Employer receives the properly completed written request for a distribution on account of an Unforeseeable Emergency. A distribution due to Unforeseeable Emergency shall not affect any deferral election previously made by the Participant. If a Participant's separation from Service occurs after a request is approved in accordance with this Section 5.5, but prior to distribution of the full amount approved, the approval of the request shall be automatically null and void and the benefits which the Participant is entitled to receive under the Plan shall be distributed in accordance with the applicable distribution provisions of the Plan.

5.6 **HEART Act Distributions.** A Participant may elect to be treated as having a separation from Service, and upon that election, the vested balance in the Deferred Compensation Account shall be paid to the Participant by his Participating Employer as a lump sum, subject to the following conditions:

(a) The Participant is on active duty for 30 or more days in the uniformed services described in Code Section 3401(h)(2)(A).

(b) In the event of this type of in-service distribution, the Participant is prohibited from making employee deferrals or other contributions to the Plan for a period of six months following the date of the distribution.

Section 6. Qualifying Distribution Events Payment Options and Timing:

6.1 **Payment Options and Timing.** A Participant or their Beneficiary may elect from the following payment options due to (i) a separation from Service other than retirement; (ii) a separation from Service due to retirement; (iii) death; or (iv) disability:

(a) A lump sum in cash as soon as practicable following the date of the Qualifying Distribution Event.

(b) Approximately equal annual installments as described below over a term certain as elected by the Participant not to exceed 10 years.

The Participant or Beneficiary shall elect both the timing and method under which the balance in the Deferred Compensation Account will be distributed from among the designated payment options. Payment shall be made in the manner elected by the Participant or Beneficiary and shall commence as soon as practicable following the Qualifying Distribution Event (unless the Participant or Beneficiary has elected to defer the commencement of payment to a future date). A Participant may make an election as to timing and payment options at any time before the date benefits begin, but not later than 90 days after severance of employment. A Participant may make an election for death benefits as to timing and payment options at any time before he dies. If the Participant has not made an election as to timing and payment options for the death benefit

payable to the Beneficiary, the Beneficiary may make an election at any time before the date benefits begin, but not later than 90 days after the Participant dies. The Participant may elect a different method of payment for each Qualifying Distribution Event. If the Participant or Beneficiary elects the installment payment option, the payment of each annual installment shall be made on the anniversary of the date of the first installment payment, and the amount of the annual installment shall be adjusted on such anniversary for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on such date by the number of annual installments remaining to be paid hereunder; provided that the last annual installment due under the Plan shall be the entire amount credited to the Participant's account on the date of payment. In the event the Participant or Beneficiary fails to make a valid election of the payment method or timing of benefits within 90 days following a Qualifying Distribution Event, the distribution will be made in a single lump sum payment as soon as practicable following the 90-day period.

6.2 Small Amounts. Notwithstanding any payment election made by the Participant, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment if the payment accompanies the termination of the Participant's entire interest in the Plan and the amount of such payment does not exceed \$5,000.00 or other such dollar limit in effect under Section 411(a)(11)(a) of the Code. Such payment shall be made on or before the later of (i) December 31 of the calendar year in which the Participant separates from Service from the Participating Employer, or (ii) the date that is 2-1/2 months after the Participant separates from Service from the Participating Employer.

6.3 Subsequent Elections. The Participant or Beneficiary may defer (but not accelerate) the payments from the Plan by filing a written election with the Plan Administrator or

its designee prior to the initial commencement date of the payments. A Participant or Beneficiary may only make one such additional deferral of payment election.

6.4 Minimum Distribution Requirements. Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefit shall be made in accordance with the following requirements and shall otherwise comply with Section 401(a)(9) of the Code and the Regulations thereunder (including Regulation 1.401(a)(9)-2), the provisions of which are incorporated herein by reference:

(a) **Required Beginning Date:** A Participant's benefits shall be distributed or must begin to be distributed to him not later than April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70 ½ or (ii) the calendar year in which the Participant retires.

(b) **Incidental Death Benefits:** Distributions to a Participant and his Beneficiaries shall be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

Section 7. Vesting:

A Participant shall be fully vested at all times in his Deferred Compensation Account attributable to Participant Deferral Credits and Employer Credits and all income, gains and losses attributable thereto.

Section 8. Accounts; Deemed Investment; Adjustments to Account:

8.1 Accounts. The Participating Employer shall establish a book reserve account, entitled the "Deferred Compensation Account," on behalf of each Participant. The amount credited to the Deferred Compensation Account shall be adjusted pursuant to the provisions of Section 8.3.

8.2 Deemed Investments. The Deferred Compensation Account of a Participant shall be credited with an investment return determined as if the account were invested in one or more investment funds made available by the Participating Employer. The Participant

shall elect the investment funds in which his Deferred Compensation Account shall be deemed to be invested. Such election shall be made in the manner prescribed by the Participating Employer and shall take effect upon the entry of the Participant into the Plan. The investment election of the Participant shall remain in effect until a new election is made by the Participant. In the event the Participant fails for any reason to make an effective election of the investment return to be credited to his account, the investment return shall be determined by the Participating Employer.

8.3 Adjustments to Deferred Compensation Account. With respect to each Participant who has a Deferred Compensation Account under the Plan, the amount credited to such account shall be adjusted by the following debits and credits, at the times and in the order stated:

(a) The Deferred Compensation Account shall be debited each business day with the total amount of any payments made from such account since the last preceding business day to him or for his benefit.

(b) The Deferred Compensation Account shall be credited on each Crediting Date with the total amount of any Participant Deferral Credits and Employer Credits to such account since the last preceding Crediting Date.

(c) The Deferred Compensation Account shall be credited or debited on each day securities are traded on a national stock exchange with the amount of deemed investment gain or loss resulting from the performance of the investment funds elected by the Participant in accordance with Section 8.2. The amount of such deemed investment gain or loss shall be determined by the Participating Employer and such determination shall be final and conclusive upon all concerned. Until a Participant's Deferred Compensation Account is distributed, it shall continue to be deemed to be invested pursuant to Section 8.2.

Section 9. Contractual Liability:

The obligation of a Participating Employer to make payments hereunder shall constitute a contractual liability of the Participating Employer to the Participant. Such payments shall be made from the general funds of the Participating Employer, and the Participating Employer shall not be required to establish or maintain any special or separate fund, or otherwise

to segregate assets to assure that such payments shall be made, and the Participant shall not have any interest in any particular assets of the Participating Employer by reason of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Participating Employer, such right shall be no greater than the right of an unsecured creditor of the Participating Employer.

Section 10. Allocation of Responsibilities:

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

10.1 Board.

- (a) To amend the Plan; and
- (b) To terminate the Plan as permitted in Section 13.

10.2 Plan Administrator.

- (a) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and
- (b) To administer the claims procedure to the extent provided in Section 15.

Section 11. Benefits Not Assignable; Facility of Payments:

11.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of such benefit be in any manner payable to any assignee, receiver or any one trustee, or be liable for his debts, contracts, liabilities, engagements or torts.

11.2 Plan-Approved Domestic Relations Orders. The Plan Administrator shall establish written procedures for determining whether an order directed to the Plan is a Plan-Approved Domestic Relations Order.

(a) **Review by Plan Administrator:** The Plan Administrator shall make a determination on each final court order directed to the Plan as to whether the order is a Plan-Approved Domestic Relations Order. The Plan Administrator may delay the commencement of its consideration of any order until the later of the date that is 30 days after the date of the order or the date that the Plan Administrator is satisfied that all rehearing and appeal rights with respect to the order have expired.

(b) **Payment to Alternate Payee:** If the Plan Administrator determines that an order is a Plan-Approved Domestic Relations Order, the Plan Administrator shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order.

(c) **Expenses:** The Participating Employer and the Plan Administrator shall not be obligated to incur any cost to defend against or set aside any judgment, decree, or order relating to the division, attachment, garnishment, or execution of or levy upon the Participant's account or any distribution, including (but not limited to) any domestic relations proceeding. Notwithstanding the foregoing, if any such person is joined in any proceeding, the party may take such action as it considers necessary or appropriate to protect any and all of its legal rights, and the Participant (or Beneficiary) shall reimburse all actual fees of lawyers and legal assistants and expenses reasonably incurred by such party.

11.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Plan Administrator or its designee, upon the receipt of satisfactory evidence of his incapacity and satisfactory evidence that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may cause any payment otherwise payable to him to be made to such person or institution so maintaining him. Payment to such person or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 12. Beneficiary:

The Participant's beneficiary shall be the person or persons designated by the Participant on the beneficiary designation form provided by and filed with the Plan Administrator or its designee. If the Participant does not designate a beneficiary, the beneficiary shall be his Surviving Spouse. If the Participant does not designate a beneficiary and has no Surviving Spouse, the beneficiary shall be the Participant's estate. The designation of a beneficiary may be changed or revoked only by filing a new beneficiary designation form with the Plan Administrator or its designee. If a beneficiary (the "primary beneficiary") is receiving or is entitled to receive payments under the Plan and dies before receiving all of the payments due him, the balance to which he is entitled shall be paid to the contingent beneficiary, if any, named in the Participant's current beneficiary designation form. If there is no contingent beneficiary, the balance shall be paid to the estate of the primary beneficiary. Any beneficiary may disclaim all or any part of any benefit to which such beneficiary shall be entitled hereunder by filing a written disclaimer with the Plan Administrator or its designee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Plan Administrator or its designee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the beneficiary who filed the disclaimer had predeceased the Participant.

Section 13. Amendment and Termination of Plan:

The Board may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Deferred Compensation Account as of the date of such amendment or termination, nor shall any such amendment affect the terms of the Plan relating to the payment of such Deferred Compensation Account. In order for the Plan to be considered terminated, the balances

in the Deferred Compensation Accounts must be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after termination of the Plan. The Sponsoring Employer may also discontinue its sponsorship of this Plan at any time provided that it notifies the Participating Employers in advance. Upon such event, each Participating Employer shall be deemed the Sponsoring Employer hereunder solely with respect to such Participating Employer's Employees or Independent Contractors.

Notwithstanding the foregoing, the Sponsoring Employer has the right to terminate the Plan in whole or in part at any time upon giving written notice to all parties concerned. Upon the occurrence of a plan termination, the Deferred Compensation Account of each Participant shall be payable to the Participant as soon as administratively practicable after termination of the Plan.

Section 14. Communication to Participants:

The Participating Employer shall make a copy of the Plan available for inspection by Participants and their beneficiaries during reasonable hours at the principal office of the Participating Employer.

Section 15. Claims Procedure:

The following claims procedure shall apply with respect to the Plan:

15.1 Filing of a Claim for Benefits. If a Participant or Beneficiary (the "claimant") believes that he is entitled to benefits under the Plan which are not being paid to him or which are not being accrued for his benefit, he shall file a written claim therefore with the Plan Administrator.

15.2 Notification to Claimant of Decision. Within 90 days after receipt of a claim by the Plan Administrator (or within 180 days if special circumstances require an extension of time), the Plan Administrator shall notify the claimant of the decision with regard to

the claim. In the event of such special circumstances requiring an extension of time, there shall be furnished to the claimant prior to expiration of the initial 90-day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the claimant, and shall set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent provisions of the Plan on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review. Notwithstanding the forgoing, if the claim relates to a Participant who is Disabled, the Plan Administrator shall notify the claimant of the decision within 45 days (which may be extended for an additional 30 days if required by special circumstances).

15.3 Procedure for Review. Within 60 days following receipt by the claimant of notice denying his claim, in whole or in part, or, if such notice shall not be given, within 60 days following the latest date on which such notice could have been timely given, the claimant shall appeal denial of the claim by filing a written application for review with the Plan Administrator or its designee. Following such request for review, the Plan Administrator or its designee shall fully and fairly review the decision denying the claim. Prior to the decision of the Plan Administrator or its designee, the claimant shall be given an opportunity to review pertinent documents and to submit issues and comments in writing.

15.4 Decision on Review. The decision on review of a claim denied in whole or in part by the Plan Administrator shall be made in the following manner:

(a) Within 60 days following receipt by the Plan Administrator or its designee of the request for review (or within 120 days if special circumstances require an extension of time), the Plan Administrator or its designee shall notify the claimant in writing of its decision with regard to the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. Notwithstanding the forgoing, if the claim relates to a Participant who is Disabled, the Plan Administrator or its designee shall notify the claimant of the decision within 45 days (which may be extended for an additional 45 days if required by special circumstances).

(b) With respect to a claim that is denied in whole or in part, the decision on review shall set forth specific reasons for the decision, shall be written in a manner calculated to be understood by the claimant, and shall cite specific references to the pertinent Plan provisions on which the decision is based.

(c) The decision of the Plan Administrator or its designee shall be final and conclusive.

15.5 Action by Authorized Representative of Claimant. All actions set forth in this Section 15 to be taken by the claimant may likewise be taken by a representative of the claimant duly authorized by him to act in his behalf on such matters. The Plan Administrator may require such evidence as either may reasonably deem necessary or advisable of the authority to act of any such representative.

15.6 Time Limitations for Claims. No action may be brought in a court of law regarding a claim for benefits under this Plan unless and until the claims procedures of this Section 15 have been exhausted. In addition, no claim for benefits under this Plan may be brought or paid under this Plan after the earlier of (i) the second anniversary of the date of credit, earnings, investment or payment to which such claim relates, or (ii) the second anniversary of the decision on review of a timely claim under Section 15.4.

Section 16. Participating Employers:

16.1 Becoming a Participating Employer. An employer which is eligible to and desires to become a Participating Employer may, with the consent of the Sponsoring

Employer, become a Participating Employer by executing a Plan Joinder Agreement. A Participating Employer by executing a Plan Joinder Agreement adopts this Plan document as the plan of that Participating Employer. The Plan of each Participating Employer shall be considered a separate plan for purposes of the Code and ERISA. By executing a Plan Joinder Agreement, the Participating Employer also delegates to the Sponsoring Employer the powers ascribed to such Sponsoring Employer herein and consents to the appointment of the Plan Administrator by such Sponsoring Employer.

16.2 Termination of Plan Participation by a Participating Employer. A Participating Employer may, by written notice to the Sponsoring Employer, elect to cease to be a Participating Employer under the Plan. In the event that a Participating Employer terminates participation in this Plan, the separate plan of such chamber of commerce shall cease to be a part of this Plan and the Sponsoring Employer shall cease to have any responsibilities with respect to the plan of such former Participating Employer. In the event that a chamber of commerce ceases to be a Participating Employer under the Plan, no further contributions shall be made to the Plan on behalf of Employees or Independent Contractors of such former Participating Employer and the balances in the Deferred Compensation Accounts of such Employees or Independent Contractors shall be distributed in a single lump sum payment within 90 days of the chamber of commerce ceasing to be a Participating Employer under the Plan, subject to any limitation of Treasury Regulation §1.457-3(b). In order for the Plan to be considered terminated, the balances in the Deferred Compensation Accounts must be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after termination of the Plan.

16.3 Employer Responsibilities. Each Participating Employer shall be solely responsible for the adoption and operation of the Plan of the Participating Employer in accordance with the Code and ERISA, including applicable exemptions from ERISA. This Plan

is made available to Participating Employers and their respective Participants solely for their accommodation. The Sponsoring Employer makes no representations or assurances and assumes no responsibility as to the suitability, success, solvency, compliance with State or Federal laws or regulations, including but not limited to State and Federal income tax consequences and ERISA with respect to the Plan or any Employee's participation in the Plan. It shall be solely the responsibility each Participating Employer and their respective Participants to determine such issues or any other pertinent issues to their satisfaction with respect to the plan of such Participating Employer.

Section 17. Miscellaneous Provisions:

17.1 Set off. Notwithstanding any other provision of this Plan, the Participating Employer may reduce the amount of any payment otherwise payable to or on behalf of a Participant hereunder (net of any required withholdings) by the amount of any loan, cash advance, extension of credit or other obligation of the Participant to the Participating Employer that is then due and payable, and the Participant shall be deemed to have consented to such reduction.

17.2 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Plan Administrator or its designee with his current address for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. If any check mailed to such address is returned as undeliverable to the addressee, mailing of checks will be suspended until the Participant or Beneficiary furnishes the proper address. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.3 Lost Distributees. A benefit shall be deemed forfeited if the Plan Administrator is unable to locate the Participant or Beneficiary to whom payment is due on or before the fifth anniversary of the date payment is to be made or commence; provided, that the deemed investment rate of return pursuant to Section 8.2 shall cease to be applied to the Participant's account following the first anniversary of such date; provided further, however, that such benefit shall be reinstated, without earnings after the date of forfeiture, if a valid claim is made by or on behalf of the Participant or Beneficiary for all or part of the forfeited benefit.

17.4 Reliance on Data. The Participating Employers and the Plan Administrator shall have the right to rely on any data provided by the Participant or by any Beneficiary, and the Plan Administrator shall have the right to rely on any data provided by a Participating Employer. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Participating Employers and the Plan Administrator shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary, or by a Participating Employer to the Plan Administrator.

17.5 Receipt and Release for Payments. Subject to the provisions of Section 17.1, any payment made from the Plan to or with respect to any Participant or Beneficiary, or pursuant to a disclaimer by a Beneficiary, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Plan, the Plan Administrator and the Participating Employer with respect to the Plan. The recipient of any payment from the Plan may be required by the Plan Administrator or its designee, as a condition precedent to such payment, to execute a receipt and release with respect thereto in such form as shall be acceptable to the Plan Administrator or its designee.

17.6 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.7 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Participating Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

17.8 Merger or Consolidation; Assumption of Plan. No Participating Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a "Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Participating Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and liabilities of the Participating Employer under the Plan by any Successor Entity.

17.9 Construction. The provisions of the Plan shall be construed and enforced according to the laws of the State of Virginia, except to the extent that such laws are superseded by ERISA and the applicable requirements of the Code.

17.10 Transfers Between Eligible Plans:

(a) **Transfers From an Eligible Plan:** A Participant may elect to transfer to his Deferred Compensation Account under this Plan any amounts deferred by the Participant under another eligible Code Section 457(b) plan maintained by another Eligible Employer. Transferred amounts shall be credited to the Deferred Compensation Account of the Participant and distributable in accordance with the terms of this Plan as if the transferred amounts had been deferred under this Plan.

(b) **Transfers To an Eligible Plan:** A Participant who has a severance from Service with the Participating Employer may elect to transfer his Deferred Compensation Account under this Plan to another eligible Code Section 457(b) plan maintained by another Eligible Employer for which the Participant is performing services.

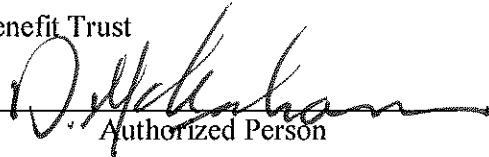
(c) Conditions of Transfer: Any transfer between eligible plans under this Section 17.10 shall comply with the requirements of Treasury Regulation §1.457-10(b)(5) and (6). The Plan Administrator shall be entitled to rely on the other employer and the Participant that any information or election in connection with the transfer and the transfer itself complies with such regulation.

IN WITNESS WHEREOF, ACCE Benefit Trust has executed this Plan as of the date listed below. ACCE Benefit Trust, by executing the Plan, acknowledges having counseled to the extent necessary with selected legal and tax advisors regarding the Plan's legal and tax implications.

Executed this 15th day of September, 2011.

ACCE Benefit Trust

By:


Authorized Person

CHAIRMAN
Title