

A. PLAN OF ALLOCATION

1. The Settlement Administrator shall obtain from the Recordkeeper and/or the Company the balances for each Class Member in their Plan accounts (401(k) and profit sharing) as of January 1, 2010, (or as close thereto as practicable) and as of December 31 in 2010, and on December 31 of each subsequent year of the Class Period up to and including 2017. For 2018, September 30, 2018, or a later date up to the date of the signing of the Settlement Agreement, will be used. The Participant's plan account balance, calculated as the sum of each participants' balance in their Plan Profit Sharing and 401(k) accounts, at each such time will be known as the "Annual Account Balance".

2. The Settlement Administrator shall obtain, in writing, an agreement between the Company, Class Counsel, and the Settlement Administrator on the net settlement proceeds, after payment of fees, expenses, costs and awards, and an agreed-upon additional amount for anticipated and unanticipated future settlement expenses ("Distributable Settlement Amount").

3. Allocation of payments shall be in proportion to class member investments in the Plan. The Distributable Settlement Amount, will be allocated as follows:

- a. First: Calculate the sum of all Annual Account Balances for each year of the class period.
- b. Second: allocate each Class Member a share of the Distributable Settlement Amount in proportion to the sum of that participant's Annual Account Balances, where the numerator is class member's Annual Account Balances and the denominator is the total of all Class Member's Annual Account Balances;

4. Class members who are entitled to a distribution of less than \$10.00 (combining all accounts, whether 401(k) or Profit Sharing) will receive a distribution of \$10. Class members' awards falling below \$10.00, will be progressively increased to \$10 from the Distributable Settlement Amount and the Distributable Settlement Amount will be re-allocated until the lowest

participating Class member award is \$10.00. This modified award shall be known as the Class Member's Entitlement Amount.

5. For Participants with an Active Account (an account with a positive balance) at the time of distribution, each Participant's Class Member's Entitlement Amount will be allocated into their 401(k) and profit sharing accounts in proportion to each account's contribution to that Class Member's Entitlement Amount. For Participants with an Active Account in only the 401(k) or Profit Sharing portions of the Plan, the entire Class Member's Entitlement Amount will be allocated to the Active Account. For Class Members with no Active Account at the time of distribution, a single distribution will be made based on the combined Class Member Entitlement Amount.

6. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Entitlement Amount, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determine that the Plan of Allocation would otherwise require payments exceeding the Distributable Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Distributable Settlement Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

7. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of all un-voided checks to be written by the Settlement

Administrator does not—without written agreement of the Company and Class Counsel—exceed the Distributable Settlement Amount.

8. No sooner than fourteen (14) calendar days following the expiration of all un-deposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Qualified Settlement Fund shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's Participants. In no event shall any part of the Settlement Fund be used to reimburse any Defendant or otherwise offset costs, including settlement related costs, incurred by any Defendant.