DART CAPITAL ACCUMULATION

PLAN AND TRUST

As Restated Effective

January 1, 2016

(except as otherwise provided herein)
DART CAPITAL ACCUMULATION
PLAN AND TRUST

WITNESSETH

WHEREAS, Dallas Area Rapid Transit ("DART") currently maintains the DART Capital Accumulation Plan and Trust (hereinafter referred to as the "Plan") for the benefit of its eligible employees; and

WHEREAS, DART has authorized the execution of this amended and restated Plan, which is intended to continue the qualification of the Plan under Code Sections 401(a) and 501(a) and to incorporate amendments made to the Plan following its last restatement; and

WHEREAS, the provisions of the Plan, as hereby amended and restated, shall apply solely to an Employee who terminates employment with the Employer on or after the Effective Date;

WHEREAS, if an Employee terminates employment with the Employer prior to the Effective Date, that Employee shall be entitled to benefits under the Plan, if any, under the terms of the Plan in effect on the Employee's termination date; and

WHEREAS, the Plan is intended to satisfy Internal Revenue Code Section 401(a) by meeting the requirements of Section 414(d) of the Internal Revenue Code.

NOW THEREFORE, pursuant to DART's power to amend the Plan under Section 14.1 hereof, the Plan is hereby amended and restated to read as follows, effective January 1, 2016, except as herein otherwise provided.
Table of Contents

ARTICLE I Definitions and Designations

Section 1.1 "Account" ........................................................................................................ 1
Section 1.2 "Accrual Computation Period" ....................................................................... 1
Section 1.3 "Act" ............................................................................................................. 1
Section 1.4 "Administrator" or "Plan Administrator" .......................................................... 1
Section 1.5 "Agent for Service of Process" ...................................................................... 1
Section 1.6 "Agreement" .................................................................................................. 1
Section 1.7 "Beneficiary" or "Beneficiaries" .................................................................... 1
Section 1.8 "Code" ......................................................................................................... 1
Section 1.9 "Committee" ............................................................................................... 1
Section 1.10 "Compensation" .......................................................................................... 1
Section 1.11 "DART" ....................................................................................................... 2
Section 1.12 "Disabled" or "Disability" ........................................................................... 2
Section 1.13 "Effective Date" .......................................................................................... 2
Section 1.14 "Employee" ................................................................................................ 2
Section 1.15 "Eligible Employee" .................................................................................... 3
Section 1.16 "Ineligible Employee" ................................................................................ 3
Section 1.17 "Matching Contribution" .......................................................................... 3
Section 1.18 "Named Fiduciary" .................................................................................... 3
Section 1.19 "One Year Break in Service" .................................................................... 3
Section 1.20 "Participant" ............................................................................................. 3
Section 1.21 "Plan" ......................................................................................................... 3
Section 1.22 "Plan Year" ................................................................................................ 3
Section 1.23 "Pre-tax Rollover Contribution" ................................................................ 3
Section 1.24 "Pre-tax Salary Deferral Contribution" ....................................................... 3
Section 1.25 "Qualified Investment Manager" ................................................................ 3
Section 1.26 "Rollover Contribution" ............................................................................ 4
Section 1.27 "Rollover Contribution Accounts" .............................................................. 4
Section 1.28 "Roth Rollover Contribution" .................................................................... 4
Section 1.29 "Roth Salary Deferral Contribution" .......................................................... 4
Section 1.30 "Salary Deferral Accounts" ......................................................................... 4
Section 1.31 "Salary Deferral Contribution" .................................................................. 4
Section 1.32 "Salary Deferral Election" ......................................................................... 4
Section 1.33 "Severance from Employment" .................................................................. 4
Section 1.34 "Termination of Employment" .................................................................. 4
Section 1.35 "Trust" or "Trust Fund" .............................................................................. 4
Section 1.36 "Trustee" .................................................................................................. 5
Section 1.37 "Vested Benefit" ........................................................................................ 5
Section 1.38 "Written Direction" or "Written Authorization" or "Written Request" .......... 5

ARTICLE II Hours of Service and Leaves of Absence

Section 2.1 Hour of Service Defined. "Hour of Service" ................................................ 6

{00011401.DOC-4}
ARTICLE IX Beneficiaries ........................................................................................................... 32
Section 9.1 Designation by Participant .......................................................................................... 32
Section 9.2 Effect of Beneficiary Designation ............................................................................ 32
Section 9.3 Effect of Absence of Beneficiary Designation ............................................................. 32
Section 9.4 Spouse's Form of Benefit ............................................................................................ 32
Section 9.5 Definitions .................................................................................................................. 32
Section 9.6 Qualified Domestic Relations Order ........................................................................... 33
Section 9.7 Effect of Death of Beneficiary ..................................................................................... 33
Section 9.8 Minors and Persons Under Other Legal Disability ...................................................... 33

ARTICLE X Plan Administration .................................................................................................. 34
Section 10.1 General Rights, Powers and Duties of Committee ...................................................... 34
Section 10.2 Committee ................................................................................................................ 34
Section 10.3 Fiduciary Obligations .................................................................................................. 35
Section 10.4 Information to be Furnished to Committee ................................................................ 35
Section 10.5 Uniform Application .................................................................................................. 35
Section 10.6 Allocation and Delegation of Certain Fiduciary Duties .................................................. 35
Section 10.7 Funding Policy ............................................................................................................ 36
Section 10.8 Compensation and Expenses ..................................................................................... 36
Section 10.9 Indemnification of the Committee Members by DART .............................................. 36
Section 10.10 Limitation on Responsibilities ................................................................................... 36
Section 10.11 Appointment of Qualified Investment Manager ....................................................... 37

ARTICLE XI Claim for Benefits Procedure .................................................................................. 38
Section 11.1 Claim for Benefits ....................................................................................................... 38
Section 11.2 Request for Review of a Denial of a Claim for Benefits ................................................ 38
Section 11.3 Decision Upon Claim for Review of a Denial of a Claim for Benefits ........................... 38
Section 11.4 Domestic Relations Order ............................................................................................ 38

ARTICLE XII Trustee Powers, Rights and Duties .......................................................................... 39
Section 12.1 Exclusive Authority ...................................................................................................... 39
Section 12.2 General Power ............................................................................................................. 39
Section 12.3 Directions to Trustee .................................................................................................... 41
Section 12.4 Fiduciary Obligations ................................................................................................... 41
Section 12.5 Allocation of Trustee Responsibilities, Obligations and Duties ..................................... 42
Section 12.6 Compensation and Expenses ....................................................................................... 42
Section 12.7 Actions by Trustees ..................................................................................................... 42
Section 12.8 Persons Dealing with Trustee ....................................................................................... 42
Section 12.9 Indemnification of the Trustee by DART ..................................................................... 42
Section 12.10 Limitation on Responsibilities .................................................................................... 43
Section 12.11 Common Trust Fund .................................................................................................. 43
Section 12.12 Change of Trustee ....................................................................................................... 43

ARTICLE XIII Limitation Upon Reversion .................................................................................. 45
Section 13.1 Exclusive Benefit .......................................................................................................... 45
Section 13.2 Permissible Reversions ................................................................................................ 45

{00011401.DOC-4}
ARTICLE XIV Amendment, Termination, Merger, Spin-Off, Etc.............................................. 46
Section 14.1 Amendments...................................................................................................... 46
Section 14.2 Right to Terminate Plan and Trust................................................................. 46
Section 14.3 Right to Discontinue Contributions................................................................. 46
Section 14.4 Vesting Upon Termination of Plan or Complete Discontinuance of
Contributions.................................................................................................................. 47
Section 14.5 Merger or Consolidation of Plan and Trust.................................................... 47

ARTICLE XV Loans and Hardship Distributions to Participants............................................. 48
Section 15.1 Loans – General Rules..................................................................................... 48
Section 15.2 Loan Repayment - Collection.......................................................................... 48
Section 15.3 Hardship Withdrawals in General................................................................. 48
Section 15.4 Form of Application........................................................................................ 48
Section 15.5 Determination of Hardship............................................................................ 49
Section 15.6 Committee's Determination............................................................................ 49
Section 15.7 Limitations on Hardship Distributions............................................................. 50
Section 15.8 Accounting....................................................................................................... 50
Section 15.9 Time and Method for Determination............................................................... 50
Section 15.10 In-Service Withdrawals for Participants Age 60 or Older............................ 50

ARTICLE XVI Miscellaneous ................................................................................................. 52
Section 16.1 Inalienability of Benefits................................................................................. 52
Section 16.2 No Implied Rights............................................................................................ 52
Section 16.3 Status of Employment Relations................................................................. 52
Section 16.4 No Guarantee................................................................................................. 52
Section 16.5 Service in More than One Capacity............................................................... 52
Section 16.6 Adoption by Others....................................................................................... 52
Section 16.7 Actions by DART.......................................................................................... 53
Section 16.8 Binding Effect................................................................................................. 53
Section 16.9 Governing Laws............................................................................................. 53
Section 16.10 Counterparts................................................................................................. 53
Section 16.11 Number and Gender..................................................................................... 53

ARTICLE XVII Termination of Employment of President/Executive Director....................... 54
Section 17.1 Participation Contributions............................................................................. 54
Section 17.2 Distributions................................................................................................... 54
ARTICLE I

Definitions and Designations

Section 1.1 "Account" means the account or record maintained or caused to be maintained by the Trustee showing the combined composition and value of the individual interest of a particular Participant, former Participant, or Beneficiary in his Rollover Contribution Account, Voluntary After Tax Contribution Account, Salary Deferral Account and DART Contributions Account.

Section 1.2 "Accrual Computation Period" means the Plan Year.

Section 1.3 "Act" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 1.4 "Administrator" or "Plan Administrator" of the Plan and Trust means DART. As Administrator, DART shall be responsible for the preparation, filing and disclosure on behalf of the Plan and Trust of such documents and reports as are required by the Code or any other applicable Federal or State law.

Section 1.5 "Agent for Service of Process" means the General Counsel. In lieu thereof, the President/Executive Director of DART is designated as the agent responsible for the receipt of legal "service of process".

Section 1.6 "Agreement" means this Plan and Trust.

Section 1.7 "Beneficiary" or "Beneficiaries" means the person or persons designated as provided in Article IX to receive the benefits which are payable under the Plan upon or after the death of a Participant.

Section 1.8 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereof.

Section 1.9 "Committee" means the group of individuals provided for by Article X to administer the Plan. "Compensation" means, with respect to any Participant, such Participant's wages for the year within the meaning of Section 3401(a) of the Code (for purposes of income tax withholding at source), but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the services performed, plus amounts which are contributed by DART which are not includible in the Participant's gross income by reason of Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 403(b) or 457 of the Code and any Employee contributions described in Section 414(h)(2) of the Code that are treated as DART contributions. Notwithstanding the foregoing, employee recognition awards and employee allowances paid pursuant to programs in place on or implemented after December 31, 1997, shall not be included in Compensation, whether or not includible in the Participant's gross income. Furthermore, the annual Compensation limit imposed by Section 401(a)(17) of the Code shall apply to each "non-eligible" Participant, but not to any "eligible" Participant, as defined pursuant to Treasury Regulation Section 1.401(a)(17)-1(d)(4). Effective January 1, 2002, the increase in the annual...
compensation limit imposed by Section 401(a)(17) of the Code, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001, is effective with respect to the Plan.

Effective **January 1, 2009**, Compensation shall also include “Differential Wage Payments” under Code Section 415(c)(3) and Treasury Regulations 1.415-2(d). Differential Wage Payments will also be treated as Compensation for contribution, allocation and other general Plan purposes. Individuals receiving Differential Wage Payments shall be treated as Employees of DART, and the Plan shall not be treated as failing any of the requirements described in Section 414(u)(1)(C) by reason of any contribution or benefit based on the Differential Wage Payment. For purposes of this Section 1.10, “Differential Wage Payments” shall mean payments defined in Code Section 3401(h)(2) that are made by DART to an individual performing service in the uniformed services.

Notwithstanding the foregoing, effective **January 1, 2008**, 

(1) a Participant may make elective deferrals with respect to Compensation that exceeds the annual Compensation limit imposed by Section 401(a)(17) of the Code provided such elective deferrals would otherwise satisfy Section 402(g) of the Code and other applicable limitations.

(2) Compensation shall not include amounts paid after a Participant's Severance from Employment unless such amounts are paid within the later of 2½ months after the Participant's Severance from Employment or the end of the Plan Year that includes the Participant's Severance from Employment date and such payments are attributable to Compensation that would have been paid to the Participant but for the Severance from Employment. Amounts paid to a Participant under a severance pay agreement that provides for salary continuation for a period of time following the Participant's Severance from Employment date shall not be treated as Compensation for any purpose under the Plan. Effective **October 1, 2010**, Compensation shall include payment for any unused accrued bona fide sick, vacation or other leave, provided that it is paid by the later or 2-1/2 months after severance from employment or the end of the limitation year that includes the date of severance.

Section 1.11 "DART" means Dallas Area Rapid Transit.

Section 1.12 "Disabled" or "Disability" means the Participant has terminated employment on account of a physical or mental condition that results in the Participant being awarded disability retirement benefits by the Social Security Administration.

Section 1.13 "Effective Date" means January 1, 2016, the effective date of this restatement of the Plan, except as otherwise provided herein.

Section 1.14 "Employee" generally means any person who is employed by DART. Leased employees and independent contractors are not Employees. Furthermore, persons who are not classified as employees by DART's Employment Policy Manual shall not be Employees for purposes of this Plan even if they are later determined by a court, the Internal Revenue Service or some other governmental agency to be employees of DART.
Section 1.15 "Eligible Employee" means each Employee other than an Ineligible Employee.

Section 1.16 "Ineligible Employee" means any Employee who: (1) is not a regular, full-time Employee of DART, unless he or she was employed by DART before March 1, 2002, or (2) is included in a unit of employees covered by a collective bargaining agreement between employee representatives and DART (or a Company association representing DART) if retirement benefits were the subject of good faith bargaining between such employee representatives and DART (or an association representing DART) unless the collective bargaining agreement expressly provides for the inclusion of such persons as Participants in this Plan (if they otherwise satisfy the requirements for participation).

For purposes of this definition, a regular, full-time Employee is an Employee who works a normal week of forty (40) hours on a regularly scheduled basis in an approved DART position. A person who is classified as a temporary or part-time Employee by DART's Employment Policy Manual is not a regular, full-time Employee even if he or she works a normal week of forty (40) hours.

Section 1.17 "Matching Contribution" means a contribution made by DART for the benefit of a Participant because of a Salary Deferral Contribution made by or on behalf of such Participant.

Section 1.18 "Named Fiduciary" of the Plan means the Committee.

Section 1.19 "One Year Break in Service" means a Plan Year during which a Participant completes 500 or fewer Hours of Service, as defined in Section 2.1, with DART.

Section 1.20 "Participant" means an Employee who becomes a Participant in accordance with the provisions of the Plan. An individual who has terminated employment with DART and has not received complete distribution of his Account hereunder continues to participate in the Plan for all purposes, except that Salary Deferral Contributions and DART Contributions shall not be allocable on behalf of such individual.

Section 1.21 "Plan" means this DART Capital Accumulation Plan and Trust, which is a profit sharing plan that contains a qualified cash or deferred arrangement.

Section 1.22 "Plan Year" means the calendar year, which is also the limitation year.

Section 1.23 "Pre-tax Rollover Contribution" means a Rollover Contribution accepted by the Committee that is a pre-tax distribution, i.e., a Rollover Contribution that is not a Roth Rollover Contribution.

Section 1.24 "Pre-tax Salary Deferral Contribution" means a Salary Deferral Contribution that is made on a pre-tax basis pursuant to Code section 401(k)(2).

Section 1.25 "Qualified Investment Manager" means an investment adviser registered under the Investment Advisers Act of 1940, a bank as defined in that statute, or an insurance company qualified to perform investment management services under the laws of more than one State.

{00011401.DOC-4}
Section 1.26 "Rollover Contribution" means an amount distributed from another employer’s qualified retirement plan for the benefit of an Employee previously employed by such employer that the Committee permits to be accepted in accordance with Section 4.7(b) of this Plan.

Section 1.27 "Rollover Contribution Accounts" means a Participant’s separate Pre-tax Rollover Account and separate Roth Rollover Contribution Account, if any, into which a Participant’s Pre-tax Rollover Contributions and Roth Rollover Contributions, if any, are made.

Section 1.28 "Roth Rollover Contribution" means a Rollover Contribution from a designated Roth account in an unrelated employer’s qualified retirement plan that is separately accounted for in this Plan as required by section 402A(b)(2) of the Code.

Section 1.29 "Roth Salary Deferral Contribution" means a Salary Deferral Contribution that is made on an after-tax basis pursuant to Code section 402A that is separately accounted for in this Plan as required by section 402A(b)(2) of the Code.

Section 1.30 "Salary Deferral Accounts" means a Participant’s separate Pre-tax Salary Deferral Contribution Account and separate Roth Salary Deferral Contribution Account, if any, into which a Participant’s Salary Deferral Contributions are made according to such Participant’s Salary Deferral Election.

Section 1.31 "Salary Deferral Contribution" means that amount by which a Participant's Compensation is reduced pursuant to a Salary Deferral Election, as either a Pre-Tax Salary Deferral Contribution or a Roth Salary Deferral Contribution, and contributed to the Plan.

Section 1.32 "Salary Deferral Election" means an election made by the Participant, or made on behalf of the Participant pursuant to Section 4.3(b), to reduce his or her Compensation by a certain amount and have such amount contributed to the Plan rather than paid to the Participant as cash or other taxable benefit. Effective as soon as administratively feasible after January 1, 2014, a Salary Deferral Election may be made in whole or in part as a Pre-tax Salary Deferral Contribution election and/or as a Roth Salary Deferral Contribution election.

Section 1.33 "Severance from Employment" means the date on which an Employee ceases to be an Employee of the employer maintaining the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee, by assuming sponsorship of the Plan or by accepting a transfer of Plan assets and liabilities (within the meaning of Code Section 414(l)) with respect to the Employee.

Section 1.34 "Termination of Employment" means termination of employment with DART, whether voluntarily or involuntarily.

Section 1.35 "Trust" or "Trust Fund" means the legal entity which is established by this Agreement and which forms a part of the Plan. The term includes a custodial account when the assets of the Plan are held by a Custodian.
Section 1.36  "Trustee" means Vanguard Fiduciary Trust Company and any party or parties, individual or corporate, herein duly appointed as additional or successor Trustee to hold the assets of the Trust Fund. The term includes a Custodian within the meaning of Section 401(f) of the Code and Section 802.205 of the Texas Government Code.

Section 1.37  "Vested Benefit" means the portion of a Participant's Account in which he has a non-forfeitable right.

Section 1.38  "Written Direction" or "Written Authorization" or "Written Request" means the electronic, or telephonic, and/or paper format vehicles approved by the Committee.
ARTICLE II

Hours of Service and Leaves of Absence

Section 2.1  Hour of Service Defined. "Hour of Service" means each hour for which an Employee is:

(a) paid, or entitled to payment, for the performance of duties,

(b) awarded back pay or for which back pay has been agreed to, irrespective of mitigation of damages; provided, however, that the same Hour of Service shall not be credited both under Subsection 2.1(a) or Subsection 2.1(c) as the case may be, and under this Subsection 2.1(b), and

(c) paid, or entitled to payment, on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that

(1) An hour for which an Employee is directly or indirectly paid, or entitled to payment on account of a period during which no duties are performed shall not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation, or unemployment compensation of disability insurance laws; and

(2) Hours of Service shall not be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this Subsection 2.1(c), a payment shall be deemed to be made or due from DART regardless of whether such payment is made by or due from DART directly, or indirectly through, among others, a trust fund, or insurer, to which DART contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular employees or are on behalf of a group of employees in the aggregate.

Section 2.2  Determination of Hours of Service.

(a) Optional Method of Counting Service - Periodic Payroll Periods. The Committee, in its sole discretion, may require that Hours of Service credited be determined on the basis of periodic payroll periods. The Committee's determination shall be made on a nondiscriminatory basis and shall be uniformly and consistently applied to all Employees and Participants of each classification covered under the Plan; provided, however, that such classifications shall themselves be reasonable and consistently determined and applied. In such event, if an Employee is compensated on the basis of one of the following periodic payroll periods he shall be credited with the Hours of Service for such period during which he would be credited with at least one Hour of Service in accordance with Section 2.1, determined as follows:

{00011401.DOC-4}
If the Employee's Periodic Payroll Period is

<table>
<thead>
<tr>
<th>Period of Employment</th>
<th>He Shall be Credited With</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day of employment</td>
<td>10 Hours of Service</td>
</tr>
<tr>
<td>Week of employment</td>
<td>45 Hours of Service</td>
</tr>
<tr>
<td>Semi-monthly employment period</td>
<td>95 Hours of Service</td>
</tr>
<tr>
<td>Monthly employment period</td>
<td>190 Hours of Service</td>
</tr>
</tbody>
</table>

If an Employee is not compensated on one of the above periodic payroll periods, he shall be credited with 10 Hours of Service for each day of employment during which he would be credited with at least one Hour of Service in accordance with Section 2.1.

(b) Non-Periodic Payroll Periods. In the event Subsection 2.2(a) is not applicable, Hours of Service shall be determined from the records maintained by DART.

Section 2.3 Determination of Hours of Service for Reasons Other Than the Performance of Duties. In the case of a payment which is made or due on account of a period during which an Employee performs no duties, and which results in the crediting of Hours of Service under Subsection 2.1(c), or in the case of an award or agreement for back pay, to the extent that such award or agreement is made with respect to a period described in Subsection 2.1(b), the number of Hours of Service to be credited shall be determined in accordance with the provisions of Department of Labor Regulation section 2530.200b-2(b).

Section 2.4 Crediting of Hours of Service to Computation Periods.

(a) Except as provided in Subsection 2.4(d), Hours of Service described in Subsection 2.1(a) shall be credited to the computation period in which the duties are performed.

(b) Except as provided in Subsection 2.4(d), Hours of Service described in Subsection 2.1(b) shall be credited to the computation period or periods to which the award or agreement for back pay pertains, rather than to the computation period in which the award, agreement or payment is made.

(c) Except as provided in Subsection 2.4(d), Hours of Service described in Subsection 2.1(c) shall be credited as follows:

(1) Hours of Service credited to an Employee on account of a payment which is calculated on the basis of units of time, such as hours, days, weeks or months, shall be credited to the computation period or computation periods in which the period during which no duties are performed occurs, beginning with the first unit of time to which the payment relates.

(2) Hours of Service credited to an Employee by reason of a payment which is not calculated on the basis of units of time shall be credited to the computation period in which the period during which no duties are performed occurs.
(d) In the case of Hours of Service to be credited to an Employee in connection with a period of no more than thirty-one (31) days which extends beyond one computation period, all such Hours of Service shall be credited to the second such computation period.
ARTICLE III

Participation

Section 3.1 Participation Requirements. Every Employee who was a Participant in the Plan on December 31, 2014, shall continue to participate in the Plan so long as he remains an Employee. Every other new Employee, rehired Employee, and/or new Eligible Employee of DART who is not already a Participant in the Plan on such date shall become a Participant in the Plan only for purposes of making a Salary Deferral Election pursuant to Section 4.3(a) (or having such an Election made on his behalf pursuant to Section 4.3(b)), on the day he performs his first Hour of Service as an Eligible Employee with DART. Each such new Employee, rehired Employee, and/or new Eligible Employee of DART shall become a Participant in the Plan for other purposes one hundred and eighty (180) days after the day he performs his first Hour of Service as an Eligible Employee with DART if he is still an Eligible Employee at that time. Thus, a new Employee who is a part-time Employee, who works less than a normal forty-hour week or who is not assigned to a regular approved DART position shall not become a Participant, and a new Eligible Employee (including a rehired Employee) will not become a Participant, before he has been employed one hundred and eighty (180) days as an Eligible Employee. For the avoidance of doubt, a Participant shall be subject to the waiting period described in Section 4.5 for purposes of eligibility to receive a Matching Contribution.

Section 3.2 Notification to Participants. No later than the date on which a new Employee becomes a Participant, DART shall furnish him with a summary plan description and statement of modifications and information on how to elect whether Salary Deferral Contributions shall be withheld from his Compensation and, if so, at what rate.

Section 3.3 Reemployment. Any Participant who is reemployed following his Termination of Employment shall recommence participation one hundred and eighty (180) days after the date he first completes an Hour of Service with DART as an Eligible Employee after his reemployment, if he is still an Eligible Employee on that date; provided, however, that any such reemployed Participant shall recommence participation, only for purposes of making a Salary Deferral Election pursuant to Section 4.3(a) (or having such an Election made on his behalf pursuant to Section 4.3(b)) on the date he first completes an Hour of Service with DART as an Eligible Employee. Such a reemployed Participant shall be subject to the waiting period described in Section 4.5 for purposes of eligibility to receive a Matching Contribution.

Section 3.4 Special Rules for Change in Status.

(a) Change to Eligible Employee Status. A person employed by DART who changes status from an Ineligible to an Eligible Employee shall become a Participant in the Plan one hundred and eighty (180) days after the date he first completes an Hour of Service as an Eligible Employee if he is still an Eligible Employee at that time; provided, however, that such a person shall become a Participant in the Plan only for purposes of making a Salary Deferral Election pursuant to Section 4.3(a) (or having such an Election made on his behalf pursuant to Section 4.3(b)) on the date he first completes an Hour of Service with DART as an Eligible
Employee. After the change in status, such a Participant shall be subject to the waiting period described in Section 4.5 for purposes of eligibility to receive a Matching Contribution.

(b) Benefit Accrual in Case of Change to Eligible Employee Status. A Participant's Hours of Service used to compute Years of Service for the Plan Year during which he changes to (but not from) Eligible Employee status shall be determined as follows:

1. if he is not entitled to a benefit with respect to any part of such Plan Year under any other tax qualified retirement plan to which DART contributes, his Compensation and Hours of Service may include all of his Compensation and all of his Hours of Service since the last day of the preceding Plan Year; and

2. if he is entitled to a benefit with respect to any part of such Plan Year under any other tax qualified retirement plan to which DART contributes, his Compensation and Hours of Service may only include his Compensation and Hours of Service for such Plan Year as an Eligible Employee.

A Participant's Compensation for purposes of determining his share of DART contributions and forfeitures for the Plan Year in which he changes to, but not from, Eligible Employee Status shall be determined in accordance with Sections 4.3, 4.4, 4.5 and 4.6.

(c) Change to Ineligible Employee Status. A Participant who ceases to be an Eligible Employee shall continue to participate in the Plan for all purposes except that he shall not accrue any further benefit; provided, however, that he shall be entitled to share in DART Contributions and Forfeitures (if otherwise herein applicable) for the Plan Year during which such change in status occurs based solely on his Compensation and Hours of Service for such Plan Year as an Eligible Employee.

(d) Hours of Service for Vesting. For purposes of determining Vesting Years of Service, subject to the rules at Section 7.6, all Hours of Service with DART shall be counted regardless of status as an Ineligible Employee.

Section 3.5 Qualified Military Service. For purposes of eligibility and participation, an individual performing qualified military service (as defined in section 414(u) of the Code), upon reemployment with DART, shall be treated as not having incurred a break in service by reason of such individual’s period of qualified military service.
ARTICLE IV

Participant and Company Contributions

Section 4.1 Voluntary After Tax Contributions. Each Participant who was employed by DART between October 1, 1983 and April 30, 1985 was permitted, but not required, to make personal contributions (herein referred to as the Participant's Voluntary After Tax Contribution) to the Plan until June 30, 1987. Participant Voluntary After Tax Contributions are neither required nor permitted after June 30, 1987.

Section 4.2 Withdrawals of Voluntary After Tax Contributions. Upon written request, a Participant shall be entitled to withdraw any amount credited to his or her Voluntary After Tax Contribution Account which is not greater than the aggregate of all of the Participant's prior Voluntary After Tax Contributions (adjusted for losses, if any) less the aggregate of all of his or her prior Voluntary After Tax Contribution withdrawals, i.e., he or she may not withdraw any earnings. The determination of the amount available for withdrawal shall be made as of the immediately preceding Valuation Date, as defined in Section 6.2(a). Only one withdrawal may be made during any Plan Year, unless the Committee determines that "hardship" (as defined in this Section) to a Participant would result from this restriction, in which case, the Committee may temporarily waive this annual restriction.

For purposes of this Section and by way of example and not limitation, "hardship" means any circumstance of severe or prolonged financial stress, such as those arising by reason of a serious or protracted illness of the Participant or a member of the Participant's family (spouse, children, or dependent parents), provision for or preservation and maintenance of a principal residence for the Participant and his family, or education and ancillary costs incident thereto for Participant or members of his family (as defined immediately above).

Section 4.3 Salary Deferral Contributions Pursuant to Code Section 401(k).

(a) Salary Deferral Election. Each Participant may establish a Salary Deferral Election, through secure electronic, web or voice line services provided by the record keeper or on forms to be provided by the Committee, directing DART to withhold an amount from his Compensation and to make a Salary Deferral Contribution of a corresponding amount to the Plan. Such Salary Deferral Election may not direct the withholding of less than two percent (2%) or more than fifty-percent (50%) of a Participant's Compensation. Notwithstanding the foregoing, effective October 1, 2010, Participants may elect a separate Salary Deferral Contribution of 100% of the FY 2011 Voluntary Retirement Incentive payment. All Salary Deferral Contributions shall be credited to the Participant's Salary Deferral Account. Any Salary Deferral Contributions made pursuant to a Salary Deferral Election shall not be made before the earlier of (1) the Participant's performance of services with respect to which the contribution is made and (2) when the Compensation that is subject to the Salary Deferral Election would be currently available to the Participant in the absence of an election to defer. Further, effective January 1, 2008, no Participant shall elect to defer an amount from Compensation that is not compensation as defined in Section 415 of the Code. Effective as soon as administratively feasible after January 1, 2014, a Salary Deferral Election may be...
made in whole or in part as a Pre-tax Salary Deferral Contribution election and/or as a Roth Salary Deferral Contribution election.

(b) Failure to Make Salary Deferral Election. Any Participant who fails to provide DART with a Salary Deferral Election indicating either a desire not to make Salary Deferral Contributions or his or her desired level of Salary Deferral Contributions will automatically have four percent (4%) of Compensation withheld from his or her Compensation and contributed as a Salary Deferral Contribution, commencing 30 days after he or she becomes an eligible Participant. Salary Deferral Contributions for such Participant shall continue at this four percent (4%) rate until the Participant provides DART with a Salary Deferral Election to the contrary. In addition, with respect to all Participants who were enrolled in the Plan without making an affirmative Salary Deferral Election, such a Participant shall have his Compensation reduced by an additional one percent (1%) in each subsequent Plan Year, up to a maximum of six percent (6%) of Compensation, and contributed as a Salary Deferral Contribution, unless the Participant affirmatively makes a change to his Salary Deferral Contribution or elects to cease Salary Deferral Contributions. The timing of the additional one percent (1%) increase shall be communicated by the Administrator in a manner available to all Participants. Any automatic Salary Deferral Contribution made pursuant to this Section 4.3(b) will be made in the form of a Pre-Tax Salary Deferral Contribution unless a Participant affirmatively elects otherwise.

The Plan shall establish uniform and nondiscriminatory procedures designed to insure that each Participant is provided the effective opportunity to make a Salary Deferral Election. Such procedures shall include, but not be limited to, the means by which notice shall be provided to each Participant of his or her right to complete a Salary Deferral Election specifying a different amount or percentage of Compensation (including no Compensation) to be contributed to the Plan and a reasonable period for completing such a Salary Deferral Election. Such procedures shall include, but not be limited to, the means by which notice shall be provided to each Participant of his or her right to complete a Salary Deferral Election specifying a different amount or percentage of Compensation (including no Compensation) to be contributed to the Plan and the form of such contribution, if any (e.g., pre-tax or Roth), and a reasonable period for completing such a Salary Deferral Election.

(c) Time for Making or Changing Salary Deferral Elections. The initial Salary Deferral Election of a Participant may be filed at any time, and changed at any time at the direction of the Participant. An election or change in election shall be effective as soon as administratively feasible but not later than the first full pay period following the week that he or she filed the change election, provided that amounts subject to the election may not be currently available to the Participant when the election is made or changed.

(d) Time for Discontinuing Salary Deferral Elections. A Participant may elect to discontinue his Salary Deferral Contributions at any time by providing written notice to the Committee on a form and in a manner prescribed by the Committee at least 10 days prior to the first payroll period to which it applies.
(e) Calendar Year Individual Limitation.

(1) Calendar Year Limit. Except for "catch-up" contributions described below, no Participant shall be permitted to defer an amount through a Salary Deferral Election, in any calendar year which exceeds the maximum amount allowed under Section 402(g) of the Code (adjusted for any cost-of-living increase adjustment). A Participant who has attained age fifty (50) before the end of the Plan Year may make an additional "catch-up" Salary Deferral Contribution, not to exceed the applicable dollar amount described in Section 414(v)(2) of the Code, as adjusted from time to time in accordance with that Section. "Catch-up" Salary Deferral Contributions may be made only if the Participant has made the maximum amount of Salary Deferral Contributions otherwise allowable under the first sentence of this Paragraph, and may not, when added to those Salary Deferral Contributions, exceed the Participant's Compensation for the Plan Year. In the event the Plan receives an amount of a Participant's Salary Deferral Contributions in excess of the foregoing limit, such amount shall be deemed an "Excess Deferral" and shall be handled as provided at Subsection 4.3(e)(2) immediately below. Salary Deferral Contributions under all plans of DART are aggregated for purposes of this limitation.

(2) Designation of Excess Deferrals. If any Participant participates in two or more qualified plans within the same calendar year and makes Salary Deferral Contributions in excess of the Section 402(g) limit then in effect for such calendar year, the Participant shall not be permitted to designate any portion of his Salary Deferral Contributions under this Plan as Excess Deferrals. However, notwithstanding the preceding sentence, Excess Deferrals arising solely from a Participant's Salary Deferral Contributions to this Plan shall be distributed to such Participant along with allocable earnings by April 15 of the Plan Year immediately following the close of the Plan Year in which the Excess Deferrals occurred.

(f) Distribution Limitations of Salary Deferral Contributions. Amounts held in the Participant's Salary Deferral Account may not be distributable prior to the earliest of:

(1) Severance from Employment, subject to other provisions of the Plan regarding distributions, other than provisions that require a Termination of Employment before such amounts may be distributed, total and permanent Disability, or death;

(2) attainment of age fifty-nine and one-half (59½) years;

(3) Plan termination without establishment of an alternative defined contribution plan, as described in Treasury Regulation Section 1.401(k)-1(d)(4)(i); or

(4) proven financial hardship.

Distributions triggered by reason of Plan termination shall be in the form of a lump sum distribution.

(g) Timing of Allocation. No later than fifteen (15) business days after the close of the pay period during which amounts are withheld on behalf of a Participant, an
amount equal to the Salary Deferral Contribution of each Participant shall be credited to the Participant's Salary Deferral Account.

Section 4.4 DART Contributions. Subject to the limitations of Article V, DART shall contribute Matching Contributions to the Trust in an amount as shall be necessary to satisfy the matching allocation requirements of Section 4.6(a). These Contributions shall be made as soon as administratively feasible, but not later than fifteen (15) days after the close of the pay period. Further, DART may contribute such additional amounts, if any, as its Board of Directors may by resolution determine prior to 2½ months after the close of its fiscal year within which such Plan Year ends; any such amounts shall be allocated in accordance with Section 4.6(b).

Section 4.5 Participants Entitled to Share in DART Contributions. A Participant shall be entitled to share in the allocation of Matching Contributions and Forfeitures for only those pay periods that commence more than one hundred and eighty (180) days after the Participant last became a Participant and for which the Participant made a Salary Deferral Contribution.

Notwithstanding the foregoing, a Participant who elects to make a Salary Deferral Contribution of the FY 2011 Voluntary Retirement Incentive payment shall not receive an allocation of a Matching Contribution with respect to such Salary Deferral Contribution.

Section 4.6 Allocations. Subject to the limitations of Article V, DART contributions for each Plan Year and Forfeitures that are not applied to reinstate past Forfeitures or to pay administrative expenses of the Plan, shall be allocated among the Participants entitled to share in DART contributions and credited to their respective DART Contribution Accounts as follows:

(a) Matching Allocation. As soon as administratively feasible, but not later than fifteen (15) business days after the close of the pay period for which the Matching Contribution is allocable, an amount equal to fifty percent (50%) of that portion of a Participant's Salary Deferral Contribution allocated under Section 4.3(g) above, which matching amount does not exceed three percent (3%) of the Compensation of such Participant with respect to which such Salary Deferral Contribution was made. A matching contribution may be contributed to the Plan concurrently with a Participant's Salary Deferral Contribution to which the matching contribution relates, but in no event shall the matching contribution be contributed to the Plan prior to such Salary Deferral Contribution.

Notwithstanding the foregoing, Salary Deferral Contributions of the FY 2011 Voluntary Retirement Incentive payment shall not receive an allocation of a Matching Contribution.

(b) Additional Contributions. That portion of DART contributions and reallocable Forfeitures, if any, in excess of the amounts necessary to satisfy the preceding Subsections of this Section shall be allocated as follows: First, there shall be allocated to the Accounts of each Participant a uniform percentage (but not in excess of five and seven tenths percent (5.7%)) of the aggregate of each Participant's Compensation plus the amount of such Participant's Compensation, if any, that is in excess of the Compensation subject to tax under Section 3111(a) of the Code for that year. Second, any DART contributions and reallocable
forfeitures, if any, in excess of the amounts allocated pursuant to the preceding sentence shall be allocated to each Participant's DART Contributions Account in the same proportion the Participant's Compensation bears to the total Compensation of all Participants.

(c) Notwithstanding any provision of this Plan, to the contrary, contributions, benefits and Vesting Years of Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

For purposes of the preceding paragraph, but not in limitation thereof, a Participant who was granted a leave of absence as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 and is reemployed by DART will be given credit for qualified military service (as defined in section 414(u) of the Code) and will be eligible to make additional Salary Deferral Contributions to the Plan with respect to such military service as provided under section 414(u) of the Code. Specifically, a Participant who returns to employment with DART pursuant to section 414(u) of the Code will be permitted during the period that begins on the date of reemployment and continues for five (5) years or, if less, three (3) times the period of military service, to make Salary Deferral Contributions, catch-up contributions (if any) with respect to such period of military service, and DART will make any associated Matching Contributions with respect to such contributions; provided, however, that to the extent that a Participant makes such contributions to the Plan from Differential Wage Payments (as defined in Section 1.10 of the Plan), if any, received by the Participant during such period of leave, his right to make up missed Salary Deferral Contributions and/or catch-up contributions under this Section 4.6(c) will be offset by the Salary Deferral Contributions and/or catch-up contributions made by the Participant during his period of leave, as applicable, to the extent permitted by section 414(u) of the Code. The amount of such Salary Deferral Contributions and/or catch-up contributions and any Matching Contributions thereon will be based on the terms of the Plan in effect during such period of military service and will be calculated based on the Compensation the Participant would have received but for such period of military service as provided in section 414(u)(7) of the Code. Any such make-up contributions will not be taken into account for purposes of the limit on elective deferrals under section 402(g) of the Code, the limit on catch-up contributions under section 414(v) of the Code or the limit on annual additions under section 415 of the Code for the year in which such contributions relate. In addition, such a Participant who took a distribution from the Plan prior to his reemployment will be allowed to repay such distribution when he is reemployed pursuant to guidance issued under section 414(u) of the Code.

Section 4.7 Portability of Benefits.

(a) To Another Eligible Retirement Plan.

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election, a distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) For purposes of this Subsection:
(i) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made over the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary; (2) any series of payments for a specified period of ten years or more; (3) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; (4) any distribution which is made upon hardship of the Employee; or (5) any portion of the distribution from an individual retirement account or annuity that is not includible in gross income. Notwithstanding the foregoing, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code, or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) or, effective January 1, 2007, a Code Section 403(b) plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(ii) An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a) that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. An eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) of the Code and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a "qualified domestic relations order". Effective January 1, 2008, an eligible retirement plan shall include a Roth IRA and a "designated Roth account (as defined in section 402A(b)(2)(A) of the Code).

(iii) A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or the former spouse. Effective for distributions on and after January 1, 2009, a non-spouse beneficiary who is a designated beneficiary under Section 9.1 shall also be a distributee but may elect a rollover only if it is a direct rollover from this Plan to an individual retirement account such beneficiary establishes for the purposes of receiving such distribution. For purposes of the immediately preceding sentence only, an "indirect" rollover, where the distribution is first paid to the beneficiary and subsequently transferred by the beneficiary within sixty (60) days to an individual retirement account, is not permitted.
A direct rollover is a payment by the Trustee to the eligible retirement plan specified by the distributee.

(b) From Plan of Another Company. If an eligible retirement plan permits a distribution for the benefit of an Employee previously employed by such employer to be delivered from such plan to this Plan, the Committee, upon the written request of the Employee, may direct the Trustee to accept such distribution, to the extent it is a pre-tax distribution or a distribution from a designated Roth account. After-tax distributions other than distributions from designated Roth accounts will not be accepted. Such distribution shall be treated as a Rollover Contribution for all purposes of the Plan and Trust. Rollover Contributions shall be subject to the same distribution restrictions as any other contribution under the Plan.

Section 4.8 In-Plan Roth Conversion. Effective at such time as shall be designated by the Committee on or after January 1, 2014, the Plan will permit a Participant to elect to have the Plan transfer any amount under the Plan to his or her Roth Salary Deferral Contribution Account and such transfer shall be treated as a distribution to which Section 402A(c)(4) of the Code (as amended by section 902 of the American Taxpayer Relief Act of 2012) applies, which was contributed in a qualified rollover contribution (within the meaning of section 408A(e)) to such Account, and the Plan shall not be treated as violating the provisions of Code section 401(k)(2)(B)(i) or of section 8433 of title 5, United States Code, solely by reason of such transfer. The Plan Administrator shall have such discretion as is necessary or appropriate to effectuate the provisions of this Section 4.8 and to accommodate the transfer contemplated by this Section 4.8 in accordance with applicable guidance issued by the Internal Revenue Service.
ARTICLE V

Limitation on Annual Additions

Section 5.1 Limit on Annual Additions.

(a) General Rule. Effective for limitation years beginning on and after July 1, 2007, the Annual Additions for each Participant for a Plan Year shall in all events comply with the provisions of Code Section 415 and Treasury Regulations published pursuant to such Code Section on April 5, 2007, the provisions of which are specifically incorporated herein by reference. The sum of the Annual Additions for each Participant for a Plan Year shall not exceed the lesser of:

(1) $40,000, as adjusted to take into account any cost-of-living increase provided for the Plan Year pursuant to Section 415(d) of the Code; or

(2) 100% of the Participant's Plan Year Compensation.

Effective January 1, 2008, in the event the Plan is terminated on a date other than the last day of a Plan Year, the dollar limitation in effect for such limitation year as described in paragraph (1) above shall be multiplied by a fraction, the numerator of which is the number of months that elapsed between the first day of such Plan Year and the date of termination of the Plan and the denominator of which is 12. The compensation limited described in paragraph (2) above shall not apply to any contribution for medical benefits after Severance from Employment (within the meaning of Sections 401(h) or 419(A)(f)(2)) which is otherwise treated as an Annual Addition.

(b) Annual Additions Defined. The term "Annual Additions" means the sum of the following amounts allocated to a Participant's Account as of any date during the Plan Year under this Plan or any other defined contribution plan maintained by DART:

(1) Forfeitures and DART contributions (including Participant Salary Deferral Contributions, which are for these purposes deemed employer contributions); plus

(2) Employee contributions, if any (other than Rollover Contributions);

(3) for purposes of the limit described in paragraph 5.1(a)(1) above (but not the limit described in paragraph 5.1(a)(2)), amounts allocated to an individual medical account, as defined in Code Section 415(i)(1), which is part of any qualified defined benefit plan maintained by DART; and

(4) Excess Amounts reapplied to reduce DART contributions under this Section 5.1.
(c) **Compensation Defined.** Compensation for purposes of determining the 
limitations of Code Section 415 shall be compensation as defined in Code Section 415(c)(3) 
and Section 1.415(c)-2 final Treasury Regulations, incorporated herein by reference.

**Section 5.2 Reduction of Annual Additions.** In the event it is determined that the Annual 
Additions to a Participant's Account for any Plan Year would be in excess of the limits of this 
Article, such Annual Additions shall be reduced to the extent necessary to bring them within 
such limits in the following manner:

(a) Such Participant's allocable share of Plan Forfeitures and DART's 
contribution for the Plan Year shall be reduced. The amount of such reduction shall be credited 
to an Unallocated DART Contribution Account. Such Account shall not be subject to 
adjustment pursuant to Article VI and shall be used to reduce DART contributions for the 
succeeding Plan Year.

(b) If excess Annual Additions shall be made on behalf of any Participant 
despite the foregoing procedures, Salary Deferral Contributions shall be distributed to the 
Participant, to the extent that such distribution will reduce the excess Annual Additions.

(c) In general, if the limits under Section 5.1 would be exceeded because the 
Participant has Annual Additions under both this Plan and another qualified defined 
contribution plan maintained by DART, the required reductions will be made to the extent 
possible from this Plan. Notwithstanding the foregoing, if a Participant in this Plan is also a 
participant in another retirement plan maintained by DART, the Committee may agree with the 
named fiduciaries of such other plan that adjustments to the Participant's accounts and/or 
benefits under such other plan shall be made in addition to or in lieu of the adjustments 
otherwise required by this Section in order to comply with the limits of this Article and Section 
415 of the Code.

(d) **Effective for Plan Years beginning on and after January 1, 2008,** 
disposition of such excess amounts shall be determined under any method or methods 
authorized by the Internal Revenue Service in published guidance for the correction of Excess 
Amounts.
ARTICLE VI

Plan Accounting, Recordkeeping and Directed Investments

Section 6.1 Plan Accounting Records. The Committee shall cause to be established and maintained a set of accounting records for the Plan for the purpose of accounting for the benefit of Participants and their beneficiaries under the Plan and for all receipts, disbursements and liabilities of the Plan. Accounting records may include such DART Contribution Accounts, Voluntary After Tax Contribution Accounts, Salary Deferral Contribution Accounts, Rollover Contribution Accounts and Suspense Accounts and other accounts for each Participant as the Committee determines are necessary. All accounts maintained for a Participant shall sometimes be collectively referred to as "Account" or "Accounts". All of the same type of Accounts maintained for a Participant shall sometimes be collectively referred to in the singular. In addition, the Plan's accounting records shall otherwise be organized and contain such information as is necessary and desirable for the preparation of financial and other reports and information as required under the Plan or by law.

Section 6.2 Valuation Dates.

(a) "Valuation Date" means any business day the New York Stock Exchange is open for trading and such other periodic valuation dates as shall be agreed to between the Trustee and the Committee.

(b) "Valuation Period" with respect to any Valuation Date means the period since the preceding Valuation Date.

Section 6.3 Account Adjustments. As of each Valuation Date, the record keeper shall credit or charge, as the case may be, the applicable Account of each Participant with:

(a) distributions made to him or his beneficiaries during the Valuation Period;

(b) Voluntary After Tax Contributions and Rollover Contributions made by him during the Valuation Period;

(c) Trust Fund Earnings allocated to him for the Valuation Period: and

(d) DART contributions and Forfeitures allocated to him, if any, pursuant to Article IV.

(e) For purposes of contributions received for a Participant's Account, authorized withdrawals or fund allocation and exchange instructions, net asset values of Participants' investment fund accounts shall be reflected as of the business day of receipt of properly authorized instructions from the Plan Administrator provided that such instructions are received by the record keeper in good order by 4:00 P. M. Eastern time.
Section 6.4 Trust Fund Earnings.

(a) Definition. The term "Trust Fund Earnings" means the net of the Trust Fund's earnings, gains, losses and expenses during the Valuation Period and the net of the appreciation or depreciation in the fair market value of each asset owned by the Trust Fund on the Valuation Date (as compared to the valuation of such assets as of the preceding Valuation Date, or cost, in the case of assets acquired since the preceding Valuation Date).

(b) Allocation of Trust Fund Earnings. Except as provided in Section 6.5, Trust Fund Earnings shall be allocated among all Participants in the same proportion as each Participant's Adjusted Account Balance bears to the total of all Participants' Adjusted Account Balances.

(c) Adjusted Account Balance. With respect to any Valuation Date, a Participant's "Adjusted Account Balance" means the balance in his Account as of the preceding Valuation Date —

1. decreased by all distributions made to him or his beneficiaries during the Valuation Period; and

2. increased by single lump sum Rollover Contributions which are received during the Valuation Period determined by multiplying each such amount received by a fraction, the numerator of which is the number of days during the Valuation Period subsequent to the date of receipt and the denominator of which is the total number of days during the Valuation Period.

Section 6.5 Directed Investment Accounts.

(a) Direction of Investments. If the Committee, in its sole discretion, determines that Participants should have the right to direct the investment of their Accounts in specific assets, it shall notify all Participants that they may do so by filing a direction with the Committee or its designee through secure electronic web or voice line services provided by the record keeper or in forms provided by the Committee. The Committee, or its designee, in its sole discretion, shall establish and communicate to the Participants uniform and nondiscriminatory rules and policies in connection therewith which, by way of illustration and not by way of limitation, may:

1. limit the right of direction to the investment of Salary Deferral Contribution Accounts, Voluntary (Deductible or Non-Deductible or both) or Rollover Contribution Accounts;

2. require that each Participant who directs the investment of his Accounts must direct the investment of his entire Account;

3. limit the periods during which amounts may be transferred between a Participant's directed and non-directed Accounts to the first month of the Plan Year, the first month of each quarter of the Plan Year, etc.;
(4) limit the right of direction to Participants who are within 5 years of their Normal Retirement Date or to Beneficiaries of deceased Participants; and

(5) limit the right of direction to investment in a specified category of assets, such as savings accounts, certificates of deposit, etc.

(6) specify an Investment Fund ("Default Investment Fund") for the investment of that portion of any Participant's Account for which no valid investment election is on file. The Default Investment Fund so specified may be changed from time to time without the necessity of amending this Plan, provided that such Fund is communicated to Participants.

Notwithstanding anything herein to the contrary, a Participant may direct the investment of his Accounts only in investments which are permitted under the provisions of the Plan and Trust without regard to Section 12.4 and which would not constitute a prohibited transaction under the Code.

(b) Notifications. Upon receipt of a Participant's written direction, the Committee shall direct the Trustee to acquire the specified investment for the Participant's benefit. If the Participant directs the investment of his Account in assets other than savings accounts, certificates of deposit, or securities traded on a recognized exchange, the Committee shall notify each Participant eligible to direct the investment of his Accounts of the availability of such investment and that he may elect to have his Account share in such investment.

(c) Accounting.

(1) Establishment of Directed Investment Accounts. If a Participant directs the investment of his Accounts, the Committee shall establish for him one or more Directed Investment Accounts, such as a DART Contribution Directed Investment Account, Salary Deferral Contributions Directed Investment Account, Voluntary Contribution Directed Investment Account and Rollover Contribution Directed Investment Account. All such Accounts maintained for each Participant shall sometimes be collectively referred to as "Directed Investment Account" or "Directed Investment Accounts."

(2) Account Adjustments. Amounts transferred between a Participant's directed and non-directed Accounts shall be charged or credited, as the case may be, to each such Account. A Participant's Directed Investment Accounts shall not share in other Trust Fund Earnings, and accordingly, for purposes of Section 6.4:

(i) the Adjusted Account Balance of a Participant's Directed Investment Accounts shall not by taken into consideration, and

(ii) the Adjusted Account Balance of a Participant's non-directed Accounts shall be increased (in the case of a transfer from a directed to a non-directed Account) and decreased (in the case of a transfer from a non-directed account to a directed Account) by a portion of the amounts transferred between such accounts determined by multiplying each amount so transferred between such accounts by a fraction, the numerator of
which is the number of days during the Valuation Period subsequent to the date of transfer and the denominator of which is the total number of days during the Valuation Period.

(3) Valuation of Directed Investment Accounts. The net of the earnings, gains, losses and expenses during the Valuation Period attributable to a Participant's Directed Investment Accounts and the net of the appreciation in market value of each asset in such Accounts owned on the Valuation Date (as compared to the valuation of such assets as of the preceding Valuation Date, or cost, in the case of assets acquired since the preceding valuation Date) shall be credited or charged, as the case may be, to the applicable Directed Investment Account and shall not be considered in determining Trust Fund Earnings pursuant to Section 6.4.
ARTICLE VII

Vesting and Payment of Benefits

Section 7.1 Normal Retirement Date. The "Normal Retirement Date" of a Participant shall be the date on which he attains age 60. A Participant who continues employment beyond his Normal Retirement Date shall continue to participate herein.

Section 7.2 Disability Retirement. "Disability Retirement" shall mean a Participant's Termination of Employment on account of a physical or mental condition that results in the Participant being awarded disability retirement benefits by the Social Security Administration. A Participant shall not be eligible for Disability Retirement unless the Participant applies for such Disability Retirement not later than two (2) years after his Termination of Employment.

Section 7.3 Vesting.

(a) Vesting in Participant Contributions. A Participant shall at all times have a non-forfeitable right in one hundred percent (100%) of (a) his Voluntary After Tax Contribution Account (if any), (b) his Salary Deferral Contribution Account, and (c) his Rollover Account, if any.

(b) DART Contributions Account.

(1) Based Upon Service for Employment or Reemployment Commencing Prior to January 1, 2006. Based upon his Vesting Years of Service (determined pursuant to Section 7.6), each Participant whose employment or reemployment with DART commences before January 1, 2006, shall have a non-forfeitable right in the following percentage of his DART Contributions Account:

<table>
<thead>
<tr>
<th>Vesting Years of Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>0%</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>25%</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>50%</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>75%</td>
</tr>
<tr>
<td>5 years or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

(2) Based Upon Service for Employment or Reemployment Commencing On or After January 1, 2006. Effective October 1, 2005, based upon his Vesting Years of Service (determined pursuant to Section 7.6), each Participant whose employment or reemployment with DART commences on or after January 1, 2006 shall have a non-forfeitable right in the following percentage of his DART Contributions Account attributable to DART contributions made on his behalf for his participation in the Plan on and after such employment or reemployment:

{00011401.DOC-4}
Vesting Years of Service

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>0%</td>
</tr>
<tr>
<td>5 years or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing, in the event a Participant to whom Section 7.3(b)(1) applies incurs a Termination of Employment and is reemployed by DART on or after January 1, 2006, the vesting schedule set forth in Section 7.3(b)(1) shall apply only to that portion of the Participant's DART Contributions Account attributable to DART contributions made on his behalf in the Plan prior to his Termination of Employment. The portion of the Participant's DART Contributions Account attributable to DART contributions made on his behalf for participation in the Plan subsequent to his reemployment shall be determined under Section 7.3(b)(2).

(3) Full Vesting. Notwithstanding a Participant's Vesting Years of Service, he shall have a non-forfeitable right in one hundred percent (100%) of his DART Contributions Account upon his Termination of Employment:

(i) by reason of his death;
(ii) by reason of his Disability Retirement;
(iii) on or after his attainment of age 60; or
(iv) by reason of his death that occurs while he is performing qualified military service (as defined in section 414(u) of the Code).

(c) Forfeitures.

(1) Upon the Participant's Termination of Employment the forfeitable (non-vested) portions of his DART Contributions Account shall be designated a "Forfeiture."

(2) The amount of any Forfeiture shall be based upon the balance in the applicable Account as of the last Valuation Date immediately preceding the date of termination. For purposes of Article VI, a Forfeiture shall be charged to the applicable Account as if it were a distribution.

(3) The Participant shall at all times have a nonforfeitable right in one hundred percent (100%) of the balance (as adjusted by future Trust Fund Earnings) in his DART Contributions Account after the charge for the Forfeiture. Since the Participant's non-forfeitable right in any DART contributions and Forfeitures subsequently allocated to him shall be determined in accordance with Subsection 7.3(b), such allocations shall be credited to a separate DART Contributions Account established for this purpose.

(4) Forfeitures resulting from the application of this Subsection 7.3(b) shall be applied in the following order:

{00011401.DOC-4}
(i) to pay reasonable administrative expenses of the Plan to the extent any administrative expenses become payable while such Forfeitures are unapplied;

(ii) to reinstate Forfeitures that are required to be restored pursuant to Subsection 7.3(e) while such Forfeitures remain available; and

(iii) to reduce DART contributions.

(d) $5,000 Cash Out and Consent Rules. The Committee shall make, or cause to be made, distribution of the Participant's Vested Benefit as soon as possible after the end of the Plan Year during which the Participant incurs a Termination of Employment, provided such Participant's Vested Benefit is $5,000 or less. In the event the Participant's Vested Benefit exceeds $5,000, the Participant must consent in a notarized writing to such distribution.

Notwithstanding Subsection 7.3(c) above, the non-vested portion of such a cashed-out Participant's Account shall thereafter be treated as a Forfeiture and shall be reallocable as provided in Subsection 7.3(c) above. If a former Participant did not receive a cash-out as provided above (with written and notarized consent if so required), the Committee shall maintain his DART Contributions Account. If such Participant is reemployed prior to incurring five (5) consecutive One Year Breaks in Service, all of his Years of Service shall be aggregated for purposes of determining his vested percentage in his DART Contributions Account.

For all Participants whose total Account balance, less any Rollover Contribution Account balance, is valued as equal to or less than $5,000, and who do not make a specific election regarding the distribution of their Vested Benefit within 90 days following Termination of Employment, the Committee shall make or cause to be made, a mandatory distribution of a Participant's Vested Benefit as soon as possible after the end of such 90-day period. Distributions shall be made in the following manner:

(1) If the Participant's Vested Benefit, excluding any amounts in his Rollover Contribution Account, equals $1,000.00 or less, the Plan Administrator shall issue a lump sum distribution to the Participant at the last address of record.

(2) If the Participant's Vested Benefit, excluding any amounts in his Rollover Contribution Account, equals at least $1,000.01 but $5,000.00 or less, the Plan Administrator will pay the entire Vested Benefit in a direct rollover to an individual retirement plan as designated by the Plan Administrator.

(e) Reinstatement of Forfeiture.

(1) In the event a Participant who is less than 100% vested in his/her Account shall terminate employment and receive a total distribution of the vested portion of his or her Account but then is reemployed before he or she has five (5) consecutive One Year Breaks in Service after the receipt of his prior distribution, the Participant will have a special repayment right. The Participant may, prior to said five (5) consecutive One Year Breaks in Service, repay all, but not less than all, of the amount he or she received as a distribution from his or her Account.

{00011401.DOI-4}
(2) If the Participant repays the distribution as provided immediately above, then the previously forfeited portion of his or her Account shall be reinstated as of the end of the Valuation Period in which the repayment is made. However, the repaid and reinstated amounts will not share in income, gains or losses for the time period from the date of distribution to the date on which the Forfeiture is restored.

(3) The amount to be reinstated shall be taken in the Plan Year of repayment from the unapplied Forfeitures, to the extent that Forfeitures are available for this purpose. If unapplied Forfeitures are not sufficient to completely reinstate one or more Participants' Forfeitures, DART shall make such further contribution as shall be necessary to complete the reinstatement.

(4) The amount reinstated shall not be considered a DART contribution (or an employee contribution) for purposes of calculating a Participant's Annual Additions under Section 5.1 hereof.

Section 7.4 Commencement of Benefits.

(a) Disability. If a Participant's Termination of Employment occurs by reason of Disability, distribution of the Participant's Vested Benefit shall commence as soon as administratively feasible after the later of (i) receipt by the Committee of the Participant's application for Disability Retirement and (ii) the approval of the Participant's disability by the Social Security Administration. Notwithstanding the foregoing, a Participant whose Termination of Employment occurs by reason of Disability may elect to receive a distribution of his Vested Benefit in accordance with Subsection 7.4(b), below. If Disability Retirement is subsequently approved and the Participant has filed a timely election for Disability Retirement, any portion of the Participant's Account that was forfeited at the time of the initial distribution will be restored, without adjustment for any earnings or losses that occurred after the Forfeiture.

(b) Other Termination of Employment. If a Participant's Termination of Employment by retirement, or otherwise, occurs for any reason other than the Participant's Disability, distribution of the Participant's Vested Benefit shall commence (in accordance with Article VIII) as of the Valuation Date that authorized distributions are received by the Trustee from the Retirement Committee.

(c) Election of Deferred Date. If the value of a Participant's Vested Benefit exceeds $5,000, excluding the value of his Rollover Account, if any, the Participant may elect to have the distribution of his Vested Benefit be made or commence (in accordance with Article VIII) on any date later than the latest date otherwise provided by this Section by filing a written election with the Committee at any time prior to the date on which distribution of his Vested Benefit would otherwise be made or commence. Such election shall be signed by the Participant and set forth the method of distribution (in accordance with Article VIII) and the date on which the distributions shall be made or commence; provided, however, that the distributions shall satisfy the requirements of Section 7.5.
(d) All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a Qualified Domestic Relations Order, as determined pursuant to Section 11.4. Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a Qualified Domestic Relations Order, even if the affected Participant has not terminated employment and has not reached the "earliest retirement age" under the Plan. For the purposes of this Section, "alternate payee" and "earliest retirement age" shall have the meaning set forth under Section 414(p) of the Code.

Section 7.5 Minimum Distribution Supervening Requirements. A Participant's benefits under this Plan must commence no later than April 1 of the year after the later of (a) the calendar year in which he or she terminates employment or (b) the calendar year in which he or she attains age 70½. Benefits to a Beneficiary must commence no later than one (1) year after the death of the person whose death resulted in the right to receive the benefits except benefits of a surviving spouse may commence on the earlier of (1) the date otherwise prescribed in this Plan or (2) the date the deceased Participant would have attained age 70½. Effective for distributions occurring on and after January 1, 2003, all distributions required under this Section shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and Treasury Regulations issued thereunder on April 17, 2002 and June 15, 2004, as the same may be thereafter amended.

Notwithstanding the provisions of this Section 7.5, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

Section 7.6 Vesting Years of Service.

(a) Vesting Year of Service Defined. A "Vesting Year of Service" means any Plan Year during which an Employee or Participant completes 1,000 or more Hours of Service with DART, with the Interim Regional Transportation Authority (formed in January 1982), or with the Dallas Transit System.

(b) Determination of Vesting Years of Service.

(1) Post-Break Service - Pre-Break Account. All of a Participant's Vesting Years of Service shall be taken into account; provided, however, if a Participant incurs a One Year Break in Service during the Plan Year in which his Termination of Employment occurs or the immediately following Plan Year, his Vesting Years of Service completed after such One Year Break in Service shall be disregarded for purposes of determining his non-forfeitable right in the portion of his DART Contributions Account that accrued prior to the Break in Service, as of the date he incurs five (5) Consecutive One Year Breaks in Service (as adjusted by future Trust Fund Earnings).
(2) **Pre-Break Service.** No Participant shall ever lose credit for previously credited Vesting Years of Service (this Plan does not contain a vesting "rule of parity").
ARTICLE VIII

Settlement Options

Section 8.1 Methods of Distribution. Whenever a Participant, former Participant or Beneficiary is entitled to receive a distribution of benefits, he may elect that his Vested Benefits be paid at the time prescribed by Article VII in any one or a combination of the following methods:

(a) a lump sum;

(b) a fixed number of substantially equal monthly, quarterly, semiannual or annual installments; provided, however, that the distributions to the Participant, based on his life expectancy at the date the distributions commence, shall satisfy the requirements of Section 401(a)(9) of the Code and Regulations issued thereunder on April 17, 2002 and June 15, 2004; or

(c) a fixed number of annual installments each of which is equal to the balance in the Participant's vested Accounts as of the Valuation Date preceding such installment multiplied by a fraction, the numerator of which is one and the denominator of which is the number of remaining installments; provided, however, that the distributions to the Participant shall satisfy the requirements of Section 401(a)(9) of the Code and Regulations issued thereunder on April 17, 2002 and June 15, 2004. Each Participant may designate the method of distribution in the event of his death, and if he fails to so specify, the Committee, in its sole and absolute discretion, in accordance with a uniform and nondiscriminatory policy, shall determine which of the above methods shall be utilized in distributing a Participant's benefits. However, under no circumstances, may payments be made on a weekly, bi-weekly or irregular basis.

Section 8.2 Election of Form of Payment. The Participant, former Participant, or Beneficiary shall elect the form or forms of payment of benefits permitted in Section 8.1 which the Committee and Trustee shall implement. Not earlier than one-hundred eighty (180) days (but for Plan Years beginning on and before December 31, 2006, ninety (90) days) but not later than thirty (30) days, before the Participant's "distribution commencement date," the Committee must provide a benefit notice to a Participant who is eligible to make an election under this Section. The Participant's "distribution commencement date" means the first day of the first period for which an amount is paid. The benefit notice must explain the optional forms of benefit in the Plan, including the material features and relative values of those options, and the Participant's right to defer distribution until he or she attains the later of Normal Retirement Age or age 62.

Section 8.3 Medium of Payment. The Participant, former Participant or Beneficiary may request that his distribution be made in cash or in kind, subject to the liquidity of the Plan. The Committee may direct the Trustee to make distributions in cash or in property, or partly in each, provided property is distributed at its fair market value on the date of distribution.
Section 8.4  Date for Determining Value of Account. Distributions shall be based upon the value of the Participant's Accounts as of the Valuation Date immediately preceding the date on which distribution is made.
ARTICLE IX

Beneficiaries

Section 9.1 Designation by Participant. Subject to the provisions of this Article, each Participant may designate as his Beneficiary the person or persons to whom his benefits under the Plan shall be paid in the event he dies before he receives all of his benefits. The designation shall be in such written form as the Committee requires and may include contingent (but not successive) beneficiaries. A Beneficiary designation will be effective only when filed with the Committee during the Participant's life and shall cancel and revoke all prior designations.

Section 9.2 Effect of Beneficiary Designation. If any Participant dies after executing and delivering to the Plan Administrator a Beneficiary Designation Form, as defined below, any death benefits shall be distributed as provided in such Beneficiary Designation Form.

Section 9.3 Effect of Absence of Beneficiary Designation. If any Participant dies without having executed and delivered to the Committee a Beneficiary Designation Form, 100% of the Participant's death benefit shall be paid to the surviving Spouse but if there is no surviving Spouse, all death benefits shall be paid to the Participant's estate.

Section 9.4 Spouse's Form of Benefit. The form of the benefit payable to a surviving Spouse shall be any form that would have been available to the Participant under Article VIII if the Participant had lived, provided that such distributions shall satisfy the requirements of Section 401(a)(9) of the Code.

Section 9.5 Definitions.

(a) "Qualified Spousal Consent" shall mean the consent of a surviving Spouse to a Participant's designation of a beneficiary other than such surviving Spouse to receive all or a portion of the Participant's death benefits under the Plan if the following requirements are met:

(1) Such consent is a part of a Beneficiary Designation Form approved by the Committee.

(2) Such consent acknowledges the Spouse's understanding of the effect of such consent.

(3) Such consent is notarized by a Notary Public or is witnessed by the Committee.

(b) "Beneficiary Designation Form" shall mean a beneficiary designation form which meets the following requirements.

(1) Its form is satisfactory to the Committee.
(2) It has been properly completed, signed and notarized where required by law.

(3) It has been actually received by the Committee before the Participant's death.

(4) It contains a Qualified Spousal Consent, except where Participant establishes to the satisfaction of the Committee that such consent cannot be obtained either because there is no Spouse, because the Spouse cannot be located or because of other reasons, approved by Treasury regulations.

(c) "Spouse" shall mean the person to whom the Participant was married throughout the one-year period ending on the date of the Participant's death.

Section 9.6 Qualified Domestic Relations Order. The provisions of this Article shall not apply to the extent they conflict with a Qualified Domestic Relations Order as determined by Section 11.4.

Section 9.7 Effect of Death of Beneficiary. In the event any person entitled to receive benefits in accordance with this Section survives the Participant but dies prior to his/her receipt of all of the benefits to which he/she is entitled, the balance of such benefits shall be paid (in accordance with Article VIII) to such person's estate.

Section 9.8 Minors and Persons Under Other Legal Disability. Distributions to a minor or a person under other legal disability shall be made by the Trustee at the direction of the Committee:

(a) to either one or both of the natural or adoptive parents, the legal guardian or conservator of such person, or any other person in loco parentis to such person; or

(b) to a custodian for such person under any Uniform Gifts to Minors Act or Gifts of Securities to Minors Act.
ARTICLE X

Plan Administration

Section 10.1 General Rights, Powers and Duties of Committee. The Committee shall be responsible for the management, operation and administration of the Plan. In addition to any powers, rights and duties set forth elsewhere in the Plan, it shall:

(a) adopt such rules and regulations consistent with the provisions of the Plan as it deems necessary for the proper and efficient administration of the Plan;

(b) enforce the Plan in accordance with its terms and any rules and regulations the Committee establishes;

(c) maintain, or cause to be maintained, records concerning the Plan adequate to prepare reports, returns and other information required by the Plan or by law;

(d) construe and interpret the Plan to resolve all questions arising under the Plan;

(e) direct the Trustee as to the payment of benefits under the Plan and give such other directions and instructions necessary for the proper administration of the Plan;

(f) employ or retain agents, attorneys, actuaries, accountants or other persons (who also maybe employed by or represent DART).

Section 10.2 Committee.

(a) The Committee shall consist of not less than five (5) persons designated in writing by DART's President/Executive Director, provided, however, that the President/Executive Director may not himself/herself serve as a member of the Committee. Any person may resign from the Committee upon 30 days prior written notice to DART's President/Executive Director, the Trustee and each other member of the Committee. DART's President/Executive Director may remove any person serving on the Committee by written notice to him, the Trustee and the other members of the Committee. DART's President/Executive Director shall fill any vacancy as soon as possible and shall give written notice thereof to any other person serving on the Committee and the Trustee. In the interim, the other person(s) serving on the Committee shall have full authority to act. If at any time there is no person appointed or serving on the Committee, then the Board of DART shall serve as the Committee.

(b) A majority of the Committee shall constitute a quorum and all actions of the Committee shall be taken pursuant to the decision of a majority of the members of the Committee. Any person serving on the Committee may execute any document in the name of and on behalf of the Committee.
Section 10.3 Fiduciary Obligations. Subject to the provisions of Article XIV, the Committee (and any other fiduciary with respect to the Plan) shall discharge its duties hereunder solely in the interest of the Participants and their beneficiaries and

(a) for the exclusive purposes of:

(1) providing benefits to Participants and their beneficiaries; and

(2) Defraying reasonable expenses of administering the Plan and Trust; and

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

Section 10.4 Information to be Furnished to Committee. DART shall furnish the Committee such data and information as it may require. The records of DART shall be determinative as to any Employee's or Participant's period of employment, Termination of Employment and the reason therefor, leave of absence, reemployment and Compensation. Participants and their Beneficiaries shall furnish to the Committee such evidence, data or information and execute such documents as the Committee requests.

Section 10.5 Uniform Application. In managing, operating and administering the Plan, the Committee shall apply the provision of the Plan and any rules and regulations adopted by it in a uniform and nondiscriminatory manner so that all persons similarly situated shall be similarly treated.

Section 10.6 Allocation and Delegation of Certain Fiduciary Duties.

(a) DART's President/Executive Director may allocate any of the rights, powers and duties of the Committee hereunder among the persons serving on the Committee. Such allocation shall be in writing, shall be signed by DART's President/Executive Director and all persons serving on the Committee and shall set forth the particular rights, powers and duties being allocated and to which person they are being allocated. DART's President/Executive Director may revoke any allocation made pursuant to this Subsection by written notification to all members of the Committee.

(b) The Committee, with the approval of DART, shall have the authority to delegate any of its rights, powers and duties hereunder. Such delegation shall be in writing, shall be signed by the Chairman of the Committee, the person or person being designated and by DART and shall set forth the rights, powers and duties being delegated. Either DART or the Committee may revoke any delegation made pursuant to this Subsection by written notification to the person or person to whom the delegation has been made and to DART (if the revocation is made by the Committee) or to all persons serving on the Committee (if the revocation is made by DART).
(c) Copies of all instruments allocating or delegating rights, powers and duties of the Committee or the revocation thereof shall be provided to the Trustee by DART.

Section 10.7 Funding Policy. The Committee shall establish the Plan's funding policy in conformity with the objectives of the Plan. As required, but at least annually, the Committee shall:

(a) verify that DART's annual contribution is consistent with the Plan's funding policy and method;
(b) evaluate the Plan's short and long-term financial needs; and
(c) communicate such information to the Trustee and other appropriate person.

Section 10.8 Compensation and Expenses. The Trust Fund shall pay all reasonable administrative expenses, fees and charges, including reasonable compensation to each member of the Committee; provided, however, that a member of the Committee who is an employee of DART shall not be entitled to any compensation for his services on the Committee from the Trust Fund or DART, except for the reimbursement of expenses properly and actually incurred.

Section 10.9 Indemnification of the Committee Members by DART. To the extent permitted by law, DART hereby agrees to indemnify a member of the Committee who is also an employee of DART for and to hold him harmless against any and all liabilities, losses, costs or expenses (including legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against him at any time by reason of his service under the Plan if he did not act dishonestly or otherwise in willful violation of the law under which such liability, cost or expense arises. This indemnity shall not preclude such other indemnities as may be available under insurance purchased or provided by DART or under any bylaw, agreement, action of the Board of Directors of DART or otherwise, to the extent permitted by law. Payments of any indemnity, expenses or fees under this Section shall be made solely from assets of DART and shall not be made directly or indirectly from Trust Fund assets.

Section 10.10 Limitation on Responsibilities. The functions of any agent, attorney, actuary, accountant or other person engaged pursuant to Section 10.1 and any Qualified Investment Manager engaged pursuant to Section 10.11 shall be limited to the specific services and duties for which they are engaged, and such persons shall have no other duties or obligations under the Plan or Trust. Such persons shall exercise no discretionary authority or discretionary control respecting management of the Plan and Trust and, unless engaged as the Qualified Investment Manager, shall exercise no authority or control respecting management or disposition of the assets of the Trust. A Committee member who is an employee of DART shall be free from all liability for his acts and conduct in the administration of the Plan and Trust except for acts of willful misconduct; provided, however, that the foregoing shall not relieve him from any responsibility or liability for any responsibility, obligation or duty he may have pursuant to state or federal law.
Section 10.11 Appointment of Qualified Investment Manager. DART may appoint a Qualified Investment Manager to manage, invest and reinvest any part or all of the assets of the Trust Fund in the same manner and to the same extent as the Trustee is empowered pursuant to Article XIII. Such appointment shall be in writing, signed by DART and the Qualified Investment Manager and shall set forth the rights, powers and duties of the Qualified Investment Manager and contain an acknowledgment by the Qualified Investment Manager that he is a fiduciary with respect to the Plan and Trust. DART may revoke the appointment of a Qualified Investment Manager at any time by written notification to that person. DART shall notify the Trustee and the Committee in writing of the appointment or removal of a Qualified Investment Manager and of the rights, powers and duties given to a Qualified Investment Manager.
ARTICLE XI

Claim for Benefits Procedure

Section 11.1 Claim for Benefits. Any claim for benefits under the Plan shall be made in writing to the Committee. If such claim for benefits is wholly or partially denied by the Committee, the Committee shall, within a reasonable period of time, but no later than 60 days after receipt of the claim, notify the claimant of the denial of the claim. Such notice of denial shall be in writing and shall contain (a) the specific reason or reasons for denial of the claim, (b) a specific reference to the pertinent Plan and Trust provisions upon which the denial is based, (c) a description of any additional material or information necessary for the claimant to perfect the claim, together with an explanation of why such material or information is necessary and (d) an explanation of the Plan's claim review procedure.

Section 11.2 Request for Review of a Denial of a Claim for Benefits. Upon the receipt by the claimant of the written notice of denial of the claim or if the claim has not been granted within 60 days, the claimant may, not later than 90 days thereafter, file a written request with DART that DART conduct a full and fair review of the denial of the claimant's claim for benefits, which shall include a hearing if deemed necessary by DART. In connection with the claimant's appeal of the denial of his claim, he may review documents relevant to the benefit claim and may submit issues and comments in writing.

Section 11.3 Decision Upon Claim for Review of a Denial of a Claim for Benefits. DART shall render a decision on the claim review promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances (such as the need to hold a hearing, if necessary) require an extension of time for processing, in which case the 60 day period shall be extended to 120 days. Such decision shall (a) include specific reasons for the decision, (b) be written in a manner calculated to be understood by the claimant and (c) contain specific references to the pertinent Plan and Trust provisions upon which the decision is based. DART shall have full discretion and authority to construe and interpret the Plan and to do all other things necessary to render a decision on review of a denial of benefits claim and DART's decision shall be final and binding on all parties.

Section 11.4 Domestic Relations Order. The Committee shall establish such written procedures for evaluating and determining the status of any domestic relations order submitted to the Committee and shall give due notice to any affected parties (Participants and alternate payees as defined at Code section 414(p)(8)), as required by law whether such order has been determined to be a Qualified Domestic Relations Order.

A "qualified domestic relations order" that otherwise satisfies the requirements under Code Section 414(p) will not fail to be a "qualified domestic relations order" (i) solely because the order is issued after, or revises, another domestic relations order or a "qualified domestic relations order" or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
ARTICLE XII

Trustee Powers, Rights and Duties

Notwithstanding any other provision to the contrary, this Article shall be suspended during any period in which a separate Trust or Custodian Agreement is in effect between DART and any trustee or custodian that meets the requirements of Section 802.205 of the Texas Government Code.

Section 12.1 Exclusive Authority. The Trustee shall have the exclusive authority and discretion to manage and control the Trust Fund assets, except to the extent that DART, pursuant to Article X, directs in writing the management and control of the Trust Fund or delegates such authority and discretion to a Qualified Investment Manager.

Section 12.2 General Power. Subject to the provisions of Section 12.4, the Trustee shall have the following powers, rights and duties with respect to the Trust Fund in addition to those provided elsewhere in the Plan and Trust or by law:

(a) To invest and reinvest the Trust Fund assets in bonds, notes, mortgages, commercial paper, preferred or common stock, mutual funds or other securities, rights, obligations or other property, real or personal, including shares of participation issued by investment companies or investment trusts; and to lend money to a Participant pursuant to the provisions of Article XVI.

(b) To manage, sell, contract to sell, grant options with respect to, convey, exchange, partition, transfer, abandon, improve, repair, insure, lease for any term (although commencing in the future or extending beyond the term of this Trust), mortgage or pledge and otherwise deal with all property, real or personal, in such way, for such considerations and on such terms and conditions as he decides.

(c) To borrow money with or without mortgaging or pledging the assets of the Trust Fund.

(d) To retain in cash a portion of the Trust Fund either awaiting investment or to meet contemplated payments of benefits hereunder and to deposit funds (in savings accounts or checking accounts) in any financial institution supervised by the United States or a State including, if the Trustee is a bank, its own banking department or that of any affiliate of the Trustee which is a bank.

(e) To make payment from the Trust Fund to such persons, in such manner, at such times and in such amounts as the Committee shall direct without inquiring as to whether a payee is entitled to the payment, or as to whether a payment is proper, and without liability for a payment made in good faith without actual notice or knowledge of the changed condition or status of the payee.

(f) To compromise, contest, arbitrate, settle or abandon claims and demands.
(g) To begin, maintain or defend any litigation necessary in connection with the investment, reinvestment and administration of the Trust Fund.

(h) To have all rights of an individual owner, including the powers to give proxies to vote stocks, to join in or oppose (alone or jointly with others) voting trusts, mergers, consolidations, foreclosures, reorganizations, recapitalizations or liquidations, and to exercise or sell stock subscription or conversion rights.

(i) To hold securities or other property in his name as Trustee or in the name of his nominee or nominees, or in such other form as he determines best with or without disclosing the Trust relationship and to execute such documents as are necessary to accomplish the foregoing; provided, however, that (1) the records of the Trustee shall indicate the actual ownership of such securities or other property, and (2) except as consistent with regulations promulgated by the Secretary of the United States Department of Labor, he shall not maintain the indicia of ownership of any assets of the Trust Fund outside the jurisdiction of the district courts of the United States.

(j) If a bank is acting as Trustee, to deposit securities with a clearing corporation. The certificates representing securities, including those in bearer form may be held in bulk form with, and may be merged into certificates of the same class of the same issuer which constitute assets of other accounts or owners without certification as to the ownership attached. Utilization of a book entry system may be made for the transfer or pledge of securities held by the Trustee or by a clearing corporation. The Trustee shall at all times, however, maintain a separate and distinct record of the securities owned by the Trust Fund.

(k) If a bank is acting as Trustee, to participate in and use the Federal Book-Entry Account System, a service provided by the Federal Reserve Bank for its member banks for deposit of Treasury securities.

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, or to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.

(m) To report to the Committee and DART on each Valuation Date (or as soon thereafter as practicable), or at such other times as may be required under the Plan, the Trust Fund Earnings and then net worth of the Trust Fund, that is, the fair market value of all property held in the Trust Fund, reduced by any liabilities other than liabilities to Participants in the Plan and their beneficiaries.

(n) To furnish to the Committee and DART a written accounting for each Valuation Period detailing all investments, receipts, disbursements and other transactions of the Trust Fund during such Period, and such other information as the Trustee may possess which the Committee and DART require in order to prepare reports and returns required under the Plan or by law. All accounts of the Trustee shall be kept on a cash basis. If the Department of Labor prescribes regulations under the Act regarding the valuation of securities or other assets
for purposes of the reports required by the Act, the Trustee shall use such valuation methods for purposes of the accounting described by this Subsection.

(o) To require before making any payment such release or other document from any taxing authority and such indemnity from the intended payee as he deems necessary for his protection.

(p) To employ or retain agents, attorneys, accountants or other persons (who also may be employed by or represent DART).

(q) To pool all or any of the assets of this Trust Fund from time to time with assets of any other qualified plan and exempt trust under sections 401(a) and 501(a), respectively, of the Code, created by DART and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or in any pooled assets to the two or more trusts in accordance with their respective interests. The Trustee may also buy or sell any assets or undivided interests therein, in this Trust or any other trust with which the assets of this Trust may be pooled, to or from this Trust or such other trusts.

(r) To assume, until advised to the contrary, that the Plan and Trust is qualified under section 401(a) of the Code and the Trust is exempt from tax under section 501(a) thereof.

(s) To perform any and all other acts in his judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust Fund.

(t) To invest all or any part of the assets of the Trust Fund in any collective investment trust, including one or more collective investment trusts maintained by the Trustee or its affiliates, which then provides for the pooling of the assets of plans and trusts qualified under section 401(a) of the Code and exempt from tax under section 501(a) thereof (whether or not such collective investment trust provides for the pooling of assets of other tax-exempt trusts), provided that such collective investment trust is exempt from tax under the Code. The provisions of the document governing such collective investment trust as it may be amended from time to time shall govern any investment therein and are hereby made a part hereof.

Section 12.3 Directions to Trustee. The Committee shall advise the Trustee of any events which require the taking of any action by the Trustee under this Agreement. The Secretary of DART will certify to the Trustee from time to time the person or persons who are the Committee. The Trustee may rely on the latest certificate without further inquiry or verification.

Section 12.4 Fiduciary Obligations. Subject to the provisions of Article XIV, the Trustee (and any other fiduciary with respect to the Plan) shall discharge his duties hereunder solely in the interest of the Participants and their beneficiaries and

(a) for the exclusive purposes of:

(1) providing benefits to Participants and their beneficiaries; and

{00011401.DOC-4}
(2) defraying reasonable expenses of administering the Trust;

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and

(c) by diversifying investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Section 12.5 Allocation of Trustee Responsibilities, Obligations and Duties. If there is more than one Trustee, they shall jointly manage and control the assets of the Trust Fund unless DART shall by an agreement in writing, signed by DART and the Trustees, allocate specific responsibilities, obligations or duties among them. DART shall deliver a copy of such agreement to the Committee.

Section 12.6 Compensation and Expenses. Upon approval by the Committee, the Trustee is authorized to pay from the Trust Fund all of his or its reasonable expenses, taxes and charges (including fees of persons employed or retained by him) incurred in connection with the collection, administration, management, investment, protection and distribution of the Trust Fund and the expenses of the Committee pursuant to Section 10.8. However, a member of the Retirement Committee or a Trustee who is an employee of DART shall not be entitled to any compensation for his services as a member of the Committee or a Trustee from the Trust Fund or DART, except for the reimbursement of expenses properly and actually incurred.

Section 12.7 Actions by Trustees. If there shall be two or more persons serving as Trustee, they shall act by a majority. Any person serving as Trustee may execute any document in the name of and on behalf of the Trust Fund and the other persons serving as Trustee.

Section 12.8 Persons Dealing with Trustee. No person contracting or in any way dealing with the Trustee shall be under any obligation to ascertain or inquire (a) into any powers of the Trustee, (b) whether such powers have been properly exercised or (c) about the source or application of any funds received from or paid to the Trustee and such person may rely on the Trustee's exercise of any power or authority as the conclusive evidence that he possesses such power and authority. This Section shall not apply to any person who is a fiduciary with respect to the Plan.

Section 12.9 Indemnification of the Trustee by DART. To the extent permitted by law, DART hereby agrees to indemnify a Trustee who is not compensated for his services as Trustee for and to hold him harmless against any and all liabilities, losses, costs or expenses (including legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against him at any time by reason of his service under the Plan unless the Trustee acted dishonestly; failed to act with the care, skill, prudence and diligence under the circumstances that a prudent person acting in like capacity and familiar with such matters would use; or acted in willful violation of the law under which such liability, loss, cost or expense arises. This indemnity shall not preclude such other indemnities as may be available under insurance purchased or provided by DART or under any bylaw, agreement, action of the Board of

{00011401.DOC-4}
Directors of DART or otherwise, to the extent permitted by law. Payments of any indemnity, expenses or fees under this Section shall be made solely from assets of DART and shall not be made directly or indirectly from Trust Fund assets.

Section 12.10 Limitation on Responsibilities. The functions of any agent, attorney, accountant or other person engaged by the Trustee pursuant to this Article shall be limited to the specific services and duties for which he is engaged and such person shall have no other duties or obligations under the Plan and Trust. Such persons shall exercise no discretionary authority or discretionary control respecting management of the Plan and Trust and shall exercise no authority or control respecting management or disposition of the assets of the Trust. Any Trustee who is not compensated for his services as Trustee shall be free from all liability for his acts and conduct in the management and control of the Trust Fund assets, except for acts of willful misconduct; provided, however, that the foregoing shall not relieve him from any responsibility or liability for any responsibility, obligation or duty he may have pursuant to the Act.

Section 12.11 Common Trust Fund. The fact that separate records may be maintained for each Participant shall not be deemed to segregate for or give to such Participant or his beneficiaries any direct interest in any specific assets of the Trust Fund. All Trust Fund assets shall be held and administered by the Trustee as a commingled fund.

Section 12.12 Change of Trustee.

(a) Resignation. A Trustee may resign at any time by giving 30 days advance written notice to DART.

(b) Removal of Trustee. DART may remove any Trustee by giving written notice to him, and if the removed Trustee is the sole Trustee at the time of his removal, DART shall also notify him of the identity of the successor Trustee and of the successor Trustee's acceptance of the trusteeship.

(c) Duties of Resigning or Removed Trustee and of Successor Trustee. If a Trustee resigns or is removed, he shall promptly transfer and deliver the assets of the Trust Fund to the successor Trustee. Within 120 days the resigned or removed Trustee shall furnish to DART, the Committee and the successor Trustee an accounting of his administration of the Trust from the date of his last accounting. Each successor Trustee shall succeed to the title to the Trust Fund vested in his predecessor without the signing or filing of any further instrument, but any resigning or removed Trustee shall execute all documents and do all acts necessary to vest such title of record in any successor Trustee. Each successor shall have all the powers, rights and duties conferred by this Plan and Trust as if originally named Trustee. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

(d) Power to Add Trustees. DART shall have the power, at any time and from time to time, to add one or more Trustees by an instrument in writing delivered to the existing Trustee and to the person being added as Trustee.
(e) Notification to Committee. Copies of all instruments involving the resignation, removal, appointment or addition of a Trustee shall be delivered to the Committee by DART.
ARTICLE XIII

Limitation Upon Reversion

Section 13.1 Exclusive Benefit. Except as otherwise provided by the Code and this Article, no part of the corpus or income of the Trust Fund shall ever revert to DART or be used for, or directed to, purposes other than for the exclusive benefit of Participants and their beneficiaries and defraying reasonable expenses of administering the Plan and Trust.

Section 13.2 Permissible Reversions.

(a) Mistake of Fact. If a DART contribution is made to the Trust due to a good faith mistake of fact, then within one year of the date of payment of such DART contribution to the Trust an amount equal to the excess of (1) the amount of such DART contribution over (2) the amount which would have been contributed had a mistake of fact not occurred (the 'Excess Contribution'), shall be returned to DART. If Trust investment activity attributable to such Excess Contribution results in a net loss, then the amount of such Excess Contribution shall be reduced by such loss.

(b) Charge to Accounts - Limitation on Excess Contribution. If a Valuation Date has occurred between the date of an Excess Contribution and the date of its return pursuant to Subsection 13.2(a), then the DART Contributions Account of each Participant shall be charged with a portion of the Excess Contribution based upon the proportion which the DART Contribution allocated to each Participant on such Valuation Date bears to the total DART contribution allocated on such date; provided, however, that if the charge to the DART Contribution Account of any Participant would cause the balance of such account to be reduced to less than the balance which would have been in such Account had the Excess Contribution not been contributed, then the amount of the Excess Contribution shall be limited so as to avoid any such reduction.

{00011401.DOC-4}
ARTICLE XIV
Amendment, Termination, Merger, Spin-Off, Etc.

Section 14.1 Amendments. The Plan and Trust is subject to amendment by DART at any time; provided, however, that no amendment shall:

(a) vest in DART, directly or indirectly, any interest, ownership or control in any assets of the Trust;

(b) with respect to a Participant on the later of the date such amendment is adopted or effective, have the effect of reducing his non-forfeitable percentage as of such date in his DART Contribution Account; provided, however, that any rights accrued or vested under the Plan and Trust may be adjusted among Participants by amendments made prior to securing or in order to secure the approval of the Plan and Trust by the Internal Revenue Service as a qualified plan and exempt trust under sections 401(a) and 501(a), respectively, of the Code;

(c) with respect to a Participant who has completed at least three (3) Vesting Years of Service on the later of the date the Amendment is adopted or effective, result, at any later time, in fewer Vesting Years of Service than the Participant would have had if the amendment had not been adopted; or

(d) be made which affects the rights, responsibilities or duties of the Trustee without the Trustee's written consent.

A copy of any amendment shall be delivered to the Committee and the Trustee.

Section 14.2 Right to Terminate Plan and Trust. DART reserves the right to terminate the Plan and Trust at any time by written notification to the Committee and the Trustee. Upon receipt of such notice, the Trustee shall proceed to pay all liabilities of the Trust other than to Participants or their beneficiaries. On a date mutually determined by the Committee and the Trustee, the Committee shall make the Account Adjustments provided by Article VI as if such date were a Valuation Date. As soon as practicable after the Account Adjustments are made, the Trustee shall, if DART does not then maintain an "alternative defined contribution plan, as described in Treasury Regulation Section 1.401(k)-1(d)(4)(i), distribute each Participant's Accounts to the Participant or to the Participant's Beneficiaries or, if DART does maintain an alternative defined contribution plan, transfer the Accounts to the alternative defined contribution plan where the Accounts shall be subject to distribution options and restrictions provided in this Plan.

Section 14.3 Right to Discontinue Contributions. DART reserves the right to permanently discontinue contributions to the Trust at any time by written notification to the Committee and the Trustee. Thereafter, the provisions of the Plan and Trust shall continue in full force and effect (other than the provisions relating to contributions by DART) until the benefits of all Participants and beneficiaries have been distributed to them in accordance with the provisions of the Plan, at which time the Plan and Trust shall terminate.

{00011401.DOC-4}
Section 14.4 Vesting Upon Termination of Plan or Complete Discontinuance of Contributions.
Upon the termination of the Plan or the complete discontinuance of contributions by DART, each Participant shall have a non-forfeitable right in 100% of his DART Contribution Account. Upon a partial termination of the Plan each affected Participant shall have a non-forfeitable right of 100% of his DART Contribution Account.

Section 14.5 Merger or Consolidation of Plan and Trust. Neither the Plan or Trust may be merged or consolidated with, nor may their assets or liabilities be transferred to, any other plan or trust, unless each Participant would (if the Plan and Trust then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan and Trust had then terminated).

Notwithstanding the foregoing, the Trustee, before any merger or consolidation is consummated, shall be satisfied that the holding of any transferred assets is permitted by the transferee trusts. In addition, the Trustee must reasonably determine, prior to permitting such a transfer, that the transferee plan will continue the distribution restrictions of Code Sections 401(k)(2) and 401(k)(10) on any transferred amounts that are attributable to Salary Deferral Contributions and amounts that are treated as Participant Salary Deferral Contributions under applicable Treasury Regulations. When the Trustee is so satisfied, the Trustee shall accept the direct transfer of plan assets or shall cause to be transferred the assets directed to be transferred to the new trustee. The Trustee may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions. If the Trustee accepts a direct transfer of plan assets, the Committee and Trustee must treat the Employee as a Participant for all purposes of the Plan except that the Employee is not a Participant for purposes of sharing in Employer Contributions or Participant Forfeitures under the Plan until the Employee actually becomes a Participant in the Plan.
ARTICLE XV

Loans and Hardship Distributions to Participants

Section 15.1 Loans – General Rules. Subject to such conditions and limitations as the Committee may from time to time prescribe for application to all Participants on a uniform basis to ensure repayment, at the request of a Participant, the Committee shall direct the Trustee to loan to such Participant from his or her Accounts an amount of money which does not exceed the least of: (a) $50,000 reduced by the total outstanding balance of all other loans to such Participant from the Trust, or the highest outstanding balance of all such loans for the one-year period ending the day before the date of the loan (if greater), or (b) one-half of such Participant's vested interest under the Plan, or (c) the amount that may otherwise be loaned to such Participant without being treated under the provisions of Section 72(p) of the Code as having been received by such Participant as a distribution under the Plan.

Section 15.2 Loan Repayment - Collection. Any loan made to a Participant shall be evidenced by a promissory note payable to the Trustee, shall bear a reasonable rate of interest, shall be secured by the borrowing Participant's vested interest under the Plan, and shall be repayable in equal installments (not less frequently than quarterly) over a period not to exceed 5 years from the date of the loan; provided, however, that if such loan is to be used to acquire or construct any dwelling unit which, within a reasonable time, is to be used as a principal residence of the Participant, the Committee may direct the Trustee to make such loan repayable over a period greater than 5 years. Any provision of this Plan to the contrary notwithstanding, the promissory note evidencing any such loan shall be held by the Trustee as a segregated investment allocated to and made solely for the benefit of the Accounts of the borrowing Participant. Loan repayments will be suspended under this Plan, as permitted under Section 414(u) of the Code, during periods of military service.

Section 15.3 Hardship Withdrawals in General. A Participant who has completed one or more Vesting Years of Service subsequent to the date on which he commenced participation in the Plan and who is, at the time of such application, still an Employee of DART may apply to the Committee for a hardship distribution of part or all of the balance of his Salary Deferral Contribution Account or Rollover Contribution Account (but not his DART Contribution Account). If the Committee approves such application, it shall direct the Trustee to make such hardship distribution in cash and in a lump sum to the Participant, from net asset values in the Participant's account as soon as practicable following the date on which properly authorized withdrawal directions are received by the Trustee, but not later than thirty (30) days after the date the Committee approves such application.

Section 15.4 Form of Application. An application made pursuant to Section 15.3 shall be in writing and shall specifically state (a) the hardship involved, (b) the reasons why the Participant believes a hardship distribution is necessary to relieve the hardship, (c) the amount necessary to relieve the hardship, and (d) the extent to which amounts are available from other sources toward relieving the hardship. The Participant must further represent in writing that the need cannot reasonably be relieved through reimbursement or compensation by insurance or otherwise; by liquidation of the Participant's assets; by cessation of Salary Deferral Contributions under the

{00011401.DOC-4}
Plan; by obtaining all distributions other than hardship distributions, and all nontaxable loans currently available to him under all plan currently maintained by the Plan sponsor; or by borrowing from commercial sources on reasonable commercial terms. The application shall also provide such additional information as shall be deemed necessary by the Committee in its sole discretion in a nondiscriminatory manner, to support the request for a hardship distribution.

Section 15.5 Determination of Hardship. For purposes of this Article, a distribution is deemed to be on account of hardship only if the distribution is for one of the hardship purposes allowed in the Treasury Regulations and the Internal Revenue Code pertaining to Section 401(k), as amended now and in the future, described below:

(a) Expenses for medical care described in Section 213(d) of the Code previously incurred by the Participant, or the Participant's spouse or dependent (as defined in Section 152 of the Code) or necessary for one or more of these persons to obtain medical care described in Section 213(d) of the Code;

(b) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(c) Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children, or dependents (as defined in Section 152 of the Code);

(d) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure of the mortgage on that residence;

(e) Payments for burial or funeral expenses for the employee's deceased parent, spouse, children or dependents (as defined in Code Section 152 and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(d)(1)(B); or

(f) Expenses for the repair of damage to the employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

A Participant who applies for a hardship distribution hereunder shall have the burden of presenting proof of the hardship, and the other representations contained in the application, and the Committee shall not permit a hardship distribution under this Article without first receiving such proof.

Section 15.6 Committee's Determination. The Committee shall evaluate the written application of a Participant for a hardship distribution in accordance with a uniform and nondiscriminatory policy applicable to all Participants similarly situated and shall direct the Trustee to make a hardship distribution, including amounts necessary to satisfy Federal income taxes and penalties directly attributable to the hardship withdrawal, to such Participant upon a finding of such hardship. In making a determination of whether the requisite hardship has occurred, the Committee shall take into consideration a standard of living for the Participant consistent with his family obligations, the nature of the community in which he lives, the general scale and
standard of living which the Participant has theretofore maintained, and other sources of income and assets available to him, including any loans available under Section 15.1.

To obtain a hardship withdrawal as described in Section 15.5, spousal consent shall be required. The consent shall be in writing on a form provided by the Trustee, shall be notarized by a Notary Public or witnessed by the Committee, and shall be irrevocable. Spousal consent may be waived if it is established to the satisfaction of the Trustee that the consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of other circumstances as may be prescribed by the Committee to the Trustee.

Section 15.7 Limitations on Hardship Distributions. Any distributions approved by the Committee pursuant to this Article may not exceed the amount necessary to satisfy the immediate financial need created by the hardship after all other sources of funds reasonably available, according to the Participant's certification, have been exhausted. Further, the maximum amount distributable to a Participant during any Plan Year under this Article as a hardship withdrawal is an amount equal to his Rollover Contribution Account and the non-forfeitable portion of his Salary Deferral Contribution Account and earnings allocated thereto for Plan Years beginning before December 31, 1988. Earnings attributable to Plan Years beginning after December 31, 1988, shall not be subject to hardship withdrawal. A Participant who makes a hardship withdrawal may not make any Salary Deferral Contributions for a period of six (6) months after the receipt of the hardship distribution. Also, no Matching Contributions shall be allocated with respect to Salary Deferral Contributions that are withdrawn before the end of the Plan Year in which they are made.

Notwithstanding the foregoing, the portion of the Participant's hardship withdrawal attributable to his Salary Deferral Contribution Account shall not exceed the balance of such account as of the date of distribution, excluding qualified nonelective contributions, qualified matching contributions and earnings on Salary Deferral Contributions (unless such earnings were credited to the account as of the end of the last Plan Year ending before July 1, 1989), reduced by the amount of previous distributions of Salary Deferral Contributions, if any.

Section 15.8 Accounting. A Participant's Salary Deferral Contribution Account(s) shall be charged to reflect any hardship distributions under this Article as though such distribution had been made on the Valuation Date coincident with or immediately preceding the actual date of distribution.

Section 15.9 Time and Method for Determination. An application for distribution under this Article shall be made and determined in accordance with the claim for benefit procedure found at Article XI.

Section 15.10 In-Service Withdrawals for Participants Age 60 or Older.

(a) Permitted In-Service Withdrawals. Effective October 1, 2009, subject to the limitations set forth in this Section 15.10, a Participant who has attained age 60 may request a lump-sum distribution of all or a portion of their Account, which shall be payable as soon as
administratively feasible after the receipt by the Committee of the Participant’s application for an in-service withdrawal.

(b) **Limitation on In-Service Withdrawals.** A Participant’s right to make an in-service withdrawal from their Account in the Plan shall be subject to the following limitations:

(1) To obtain an in-service withdrawal, spousal consent shall be required. The consent shall be in writing on a form provided by the Trustee, shall be notarized by a Notary Public or witnessed by the Committee, and shall be irrevocable. Spousal consent may be waived if it is established to the satisfaction of the Trustee that the consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of other circumstances as may be prescribed by the Committee to the Trustee.

(2) Only two withdrawals shall be made within the Plan Year.

(3) No in-service withdrawal shall be made of an amount less than $1,000.

(c) **Time and Method for Determination.** An application for withdrawal under this Section 15.10 shall be made and determined in accordance with the claim for benefit procedure found at Article XI.
ARTICLE XVI

Miscellaneous

Section 16.1 Inalienability of Benefits. Except as may otherwise be provided herein, and except with respect to a Qualified Domestic Relations Order defined at Code section 414(p) and determined to be so under Section 11.4, the right of any Participant or beneficiary to any benefit or payment under the Plan or Trust or to any separate account maintained as provided by the Plan shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void.

Section 16.2 No Implied Rights. Neither the establishment of the Plan and Trust nor any modification thereof, nor the creation of any fund, trust or account, shall be construed as giving any Participant, Employee, beneficiary or other person any legal or equitable right unless such right shall be specifically provided for in the Plan and Trust or conferred by affirmative action of DART in accordance with the terms and provisions of the Plan and Trust.

Section 16.3 Status of Employment Relations. The adoption and maintenance of the Plan and Trust shall not be deemed to constitute a contract between DART and its Employees or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to:

(a) give to any Employee the right to be retained in the employ of DART;
(b) affect the right of DART to discipline or discharge any Employee at any time;
(c) give DART the right to require any Employee to remain in its employ; or
(d) affect any Employee's right to terminate his employment at any time.

Section 16.4 No Guarantee. Nothing contained in the Plan and Trust shall constitute a guarantee by DART, the Committee or the Trustee that the assets of the Trust Fund will be sufficient to pay any benefit to any person. Prior to the time that distributions are made, in conformity with the Plan and Trust, the Participants, Employees, Beneficiaries or other persons shall receive no distribution of cash or other thing of current or exchangeable value, either from DART, the Committee or the Trustee, on account of, or as a result of the Trust Fund created hereunder.

Section 16.5 Service in More than One Capacity. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan and Trust.

Section 16.6 Adoption by Others. Any corporation or other business entity which is acceptable to DART may adopt the Plan and Trust by executing a supplemental agreement with DART, the
Trustee and any other business entity which has adopted the Plan and Trust. A copy of such agreement shall be delivered to the Committee by DART. If a successor to DART or a purchaser of all or part of DART's assets elects to continue the Plan and Trust, such successor or purchaser shall be substituted for DART under the Plan and Trust.

Section 16.7 Actions by DART. All actions by DART under this Plan and Trust shall be by resolution of its Board or by a person or persons designated by its Board.

Section 16.8 Binding Effect. The provisions of the Plan and Trust shall be binding on DART, the Trustee, the Committee and their successors and on all persons entitled to benefits under the Plan and their respective heirs, legal representatives and successors in interest.

Section 16.9 Governing Laws. The Plan and Trust shall be construed and administered according to the laws of the State of Texas to the extent that such laws are not preempted by the laws of the United States of America.

Section 16.10 Counterparts. The Plan and Trust may be executed in any number of counterparts, each of which shall be deemed an original, and no other counterparts need be produced.

Section 16.11 Number and Gender. Wherever appropriate, words used in this Plan and Trust in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine or neuter.
ARTICLE XVII

Termination of Employment of President/Executive Director

Section 17.1 Participation Contributions. Except as provided in Section 17.2, the treatment of the President/Executive Director under this Plan shall be the same as the treatment of any other Participant. For example, the participation and contribution limitations that are applicable to all other Participants shall apply to the President/Executive Director.

Section 17.2 Distributions. Notwithstanding any other provisions of this Plan, upon the Termination of Employment of the President/Executive Director, he or she shall be entitled to receive a distribution, as soon as administratively feasible, of one hundred percent of his or her Account under the Plan, regardless of the President/Executive Director's Years of Service.

IN WITNESS WHEREOF, DART has caused this agreement to be executed.

Signed this 27th day of January, 2016.

DALLAS AREA RAPID TRANSIT

By: [Signature]

Its: [Signature]

APPROVED AS TO FORM:

Office of General Counsel

Chair, Defined Contribution Plans Committee

{00011401.DOC-4}