



1000 Alpha Drive

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May 19, 2017

Top Hat Plan Exemption
Employee Benefits Security Administration, Room N-1513
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

2520171950007

To Whom It May Concern:

The undersigned declares that the employer described below maintains the following plan(s) primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

In compliance with Labor Reg. §2520.104-23 the undersigned provides the following information with respect to the plan(s):

Employer:

Employer Name: The Alpha Group of Delaware, Inc.
Address: 1000 Alpha Drive
Delaware, Ohio 43015
EIN#: 31-0810220

Name of Plan: The Alpha Group 457(f) Plan
Number of Plan(s): 1
Number of Employees in Plan(s): 1

Very truly yours,

Craig Conroy
Plan Administrator

V2.00-2.00

THE ALPHA GROUP
457(f) PLAN

BENEFICIARY DESIGNATION

Participant Name	Elizabeth S. Owens
Address	286 Hayfield Dr.
City, State, Zip	Delaware, OH 43015
Date of Birth	07/20/1973

As a Participant in the above Plan, I hereby revoke any prior direction and direct that any benefits payable upon my death be paid to the following beneficiary/beneficiaries. The total share for the primary Beneficiaries must equal 100% and the total share for the contingent Beneficiaries, if any, must equal 100%.

PRIMARY BENEFICIARY(IES):

Name	Share	Relation	Address

If I have named more than one primary Beneficiary, and if at least one, but fewer than all, of those primary Beneficiaries survives me, I direct that the death benefit be allocated pro rata among my surviving primary Beneficiaries using the percentages indicated.

CONTINGENT BENEFICIARY(IES):

In the event none of the aforementioned primary Beneficiary(ies) survive me, I designate the following individual(s) as contingent Beneficiary(ies) to receive any benefits under the Plan payable upon my death:

Name	Share	Relation	Address

If I have named more than one contingent Beneficiary, and if at least one, but fewer than all, of those contingent Beneficiaries survives me, I direct that any death benefit payable to the contingent Beneficiaries be allocated pro rata among my surviving contingent Beneficiaries using the percentages indicated. Unless otherwise specified above, if none of the beneficiaries designated above survive me, payment shall be made pursuant to the applicable provisions of the Plan.

If I am married, reside in a community property state and have not named my spouse as my sole beneficiary, I certify that I have obtained the required consents of my spouse, if any, under such community property laws.

Dated this 19 day of May, 2017

Elizabeth S Owens
Signature of Participant

**THE ALPHA GROUP
457 (f) PLAN
Effective January 1, 2017**

1. INTRODUCTION

The Alpha Group of Delaware, Inc. (“Employer”) hereby establishes The Alpha Group 457(f) Plan (“Plan”) pursuant to section 457(f) of the Internal Revenue Code of 1986, as amended (“Code”). The purpose of the Plan is to attract and retain certain key individuals by permitting them to enter into agreements with the Employer which will provide for the payment of deferred compensation on retirement or separation from employment after completion of the specified number of years of service, as well as death benefits in the event of death before or after retirement.

The Employer assumes any and all responsibility for any tax reporting, withholding, and any other reporting that may be required under the Internal Revenue Code or ERISA.

This Plan is not an Eligible Deferred Compensation Plan as that term is defined under section 457 of the Code, and accordingly this Plan is governed by section 457(f) thereof. The Plan shall operate independently of and in addition to any Eligible Deferred Compensation Plan maintained by the Employer and shall not constitute a modification of any such Eligible Deferred Compensation Plan or any other deferred compensation plan being maintained by the Employer.

This Plan shall not be deemed to constitute an employment contract or agreement for services between the Participant and the Employer nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer as this Plan is intended to be a supplement thereto.

2. DEFINITIONS

Approved Institution. Any organization that has been approved by the Employer to provide services or Investment Product(s) to the Employer under the Plan.

Beneficiary. Beneficiary or Beneficiaries of certain benefits of the Plan designated by the Participant. The Participant may designate more than one Beneficiary as primary and secondary Beneficiaries and may change the designation of a Beneficiary.

If two or more designated Beneficiaries survive the Participant, payments shall be made equally to such surviving Beneficiaries, unless otherwise provided in the Beneficiary designation. Elections made by a Participant shall be binding on any such Beneficiary or Beneficiaries except for the right of a Beneficiary as provided in Paragraph 7.

Change in Control. Change in Control means a change in the ownership or effective control of the Employer. A Change in Control occurs on the date:

- any one person, or more than one person acting as a group, acquires (or has acquired

during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the corporation possessing 50 percent or more of the total voting power of the stock of such corporation; or

- a majority of members of the corporation's board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

See Treas. Reg. 1.409A-3(i)(5) for definitions of "person acting as a group", "corporation" and "gross fair market value".

Deferred Compensation. The amount of Employer Contribution not yet earned and which may be provided by the Employer in accordance with the terms of this Plan.

Designated Institution. Any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.

Disability. Permanent and total disability such that the individual is unable to engage in any substantial and gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Earnings Credited. Any amount credited under an Investment Product by a Designated Institution which is income attributable to the premium which is equal in amount to a Participant's Deferred Compensation.

Eligible Individuals. Elizabeth Owens.

Employer. The Employer is The Alph Group of Delaware, Inc.

Investment Product. Any product issued by or obtained from an Approved Institution for the purpose of satisfying the Employee's obligations under the Plan.

Payable Compensation. Deferred Compensation with respect to which a Participant has reached the Service Completion Date and payment of which is no longer subject to any further conditions precedent and any substantial risk of forfeiture.

Participant. Any Eligible Individual employed by the Employer shall be eligible to participate in the Plan if so designated by the Board of Directors of the Employer. Participation shall be limited, however, to individuals constituting a select group of management or highly compensated employees.

Plan Year. December 31.

Separation from Service. The severance of the Participant's employment contract or agreement for services with the Employer whereby the Participant thereafter is not providing services for the Employer by reason other than disability, death, or retirement.

Service Completion Date. The Participant must render substantial services to the Employer through the Service Completion Date so as not to forfeit the Deferred Compensation. Contributions for a particular Plan Year shall be 0% vested until the last day of the fifth full Plan Year following the Plan Year to which the contributions relate at which point the contribution, and earnings/losses thereon, shall be 100% vested.

3. ADMINISTRATION

(a) This Plan shall be administered by the Employer. The Employer may appoint a Committee (“Committee”) of one or more individuals in the employment of the Employer for the purpose of discharging the administrative responsibilities of the Employer under the Plan. The Employer may remove a Committee member for any reason by giving such member ten days written notice and may thereafter fill any vacancy thus created. The Committee shall represent the Employer in all matters concerning the administration of this Plan; provided however, the final authority for administration of the Plan remains with the Employer.

(b) The Committee shall have full power and authority to adopt rules and regulations for the administration of the Plan, to interpret, alter, amend, or revoke any rules with respect to this Plan; to demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan; and to perform any and all administrative duties under this Plan. It is so provided that such rules or regulations are consistent with the provisions of this Plan, the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”), section 457(f) of the Code, and any Treasury Regulations promulgated thereunder.

(c) A Committee member may be eligible to participate in the Plan. Such person shall not be entitled to participate in any discretionary decisions in the administration of the Plan relating to such person’s own participation in the Plan.

(d) The Employer or Committee acting on behalf of the Employer shall be responsible for selecting any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Institution under this Plan.

The Committee may contract with an Approved Institution to issue to the Employer an Investment Product as described in Paragraph 4 of the Plan or to provide services under the Plan for the convenience of the Employer including, but not limited to, the enrollment of Eligible Individuals as Participants on behalf of the Employer, the maintenance of individual or other accounts and other records, the making of periodic reports and the disbursement of benefits to Participants and Beneficiaries.

4. PARTICIPATION IN THE PLAN

(a) Eligibility. Any Eligible Individual who performs services for the Employer for which compensation is paid and also meets any additional eligibility standards imposed by the Committee, including but not limited to the requirements of ERISA as amended for unfunded plans of deferred compensation.

(b) Enrollment in the Plan. The Participant will designate the investment that will be used to determine the income to be accrued on amounts contributed for the Participant. If the investment chosen by the Participant experiences a gain, the Participant's benefits under the Plan likewise will reflect such gain for that period. If the investment chosen by a Participant experiences a loss, the Participant's benefits under the Plan, likewise will reflect such loss for that period. The Committee may change the investment options under the Plan. If the Committee eliminates a certain investment option, all Participants who had chosen that investment will be required to select another option. The Participant will have no right to require the Committee to select or retain any investment option. A Participant may from time to time (whether before or after payments have commenced under the Plan) change his choice of investment option. Any change with respect to investment options made by either the Committee or a Participant, however, may affect only income to be accrued after that change.

(c) Employer Contributions. The Employer may make annual contributions on a discretionary basis to the account established under the Plan.

(d) Service Completion Date. The amount of benefits payable to a Participant shall not include any Deferred Compensation with respect to which a Participant has not reached the Service Completion Date in a manner satisfying the requirements of Paragraph 9.

(e) Investments and Gain/Loss. The amount of any benefit payment to a participant or beneficiary made pursuant to this Plan shall be the amount set forth under this document.

The Employer at its discretion may acquire an annuity product and deposit amounts of Deferred Compensation in such product in order to provide a fund from which it will be able to satisfy its obligation to make benefit payments pursuant to this Plan. Any such annuity product so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary; provided further, such product shall not be held in trust or as collateral security for the benefit of any Participant or Beneficiary.

All amounts of Compensation deferred under this Plan, all property and rights which may be purchased by the Employee with such amounts and all income attributable to such amounts, property or rights to property shall remain the sole property and rights of the Employer without being restricted by the provisions of this Plan. Such property and rights shall be subject solely to the claims of the Employer's general creditors. The obligation of the Employer under this Plan is purely contractual and shall not be funded or secured in any way as that term is defined by section 457 and the regulations thereunder.

The Employer shall be liable to pay benefits under this Plan only to the extent of amounts set forth hereunder. In addition, once all benefits set forth under this Plan have been paid or forfeited, the Employer shall be permitted to terminate the Plan and any assets remaining in the Plan at that time shall be returned to the Employer.

5. GENERAL BENEFITS TERMS

Benefit payments to the Participant may commence no later than sixty (60) days following Attainment of the Service Completion Period.

6. BENEFITS UPON DEATH AFTER COMMENCEMENT OF BENEFITS

Should the Participant die at any time after the Service Completion Date, the Employer shall commence payment to the Beneficiary of the balance remaining of such payments, if any, no earlier than sixty (60) days following the death of the Participant but in no event later than ninety (90) days following pursuant to the manner and method the Participant had elected in writing.

If no Beneficiary is designated as provided herein or if no Beneficiary survives the Participant for a period for thirty (30) days, then the Employer shall pay the estate of the Participant a single lump sum amount equal to the current value of such remaining payment. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, the Employer shall pay to the estate of that Beneficiary a single lump sum equal to the current value of such remaining payments to the Beneficiary.

7. BENEFITS UPON DEATH PRIOR TO COMMENCEMENT OF BENEFITS

Should the Participant die at any time before the Service Completion Date, the Participant shall be 100% vested and the Employer shall commence benefit payments with respect to vested benefits to the Beneficiary no earlier than sixty (60) days following the Participant's death. Such payments shall be made according to the manner and method as selected by the Beneficiary in writing, and submitted to the Committee at least thirty (30) days prior to the commencement of such benefit payments over a period not to exceed the life expectancy of the Beneficiary.

8. LEAVE OF ABSENCE

A Participant may continue to participate in the Plan subject to all terms and conditions of the Plan if such Participant is granted an approved short term leave of absence of not more than three (3) months with or without compensation. Compensation may be deferred for such Participant if such Compensation continues while the Participant is on such approved leave of absence.

9. DEFERRED COMPENSATION - CONDITIONS PRECEDENT

(a) Deferred Compensation shall not be included in the calculation of benefits or the payment of benefits until such time as a Participant reaches the Services Completion Date with respect to such Deferred Compensation.

(b) Upon reaching the Service Completion Date specified with respect to the Deferred Compensation, such Deferred Compensation shall be Payable Compensation available to the Participant for withdrawal in accordance herein.

(c) In the event a Participant does not render substantial services to the Employer through and including the Service Completion Date specified for the relevant Deferred

Compensation, such Deferred Compensation shall be forever forfeited. If the Participant's employment is terminated on account of death or disability, the Participant shall be 100% vested regardless of the Service Completion Date.

(d) Upon a Change in Control, with respect to any Participant who was employed by the Employer at the Change in Control, the Accrued Portion of the Participant's Deferred Compensation that has not met the Service Completion Date shall be vested and payable. The Accrued Portion shall be a fraction. The numerator of the Accrued Portion fraction shall be the number of months of employment after participation in the Plan commenced through the date of the Change in Control. The denominator of the Accrued Portion fraction shall be the number of months from the date participation in the plan commenced through the scheduled Service Completion Date. The remainder of the Participant's Deferred Compensation shall vest and be payable when the requirements of the Service Completion Date are satisfied.

10. NON-ASSIGNABILITY CLAUSE

Neither the Participant nor any other person shall have any right to sell assign, pledge, transfer, or otherwise convey or encumber the right to receive any payments hereunder. Such payments and rights as are expressly declared herein shall not be subject to attachment, garnishment, domestic relations order, or execution for the payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.

11. AMENDMENT OR TERMINATION OF PLAN

(a) The Employer may terminate or amend the provisions of this Plan at any time; provided however, no termination or amendment shall affect the accrued rights of a Participant or a Beneficiary to the receipt of benefits with respect to any Compensation deferred before the time of the termination or amendment, as adjusted for the investment experience of the Investment Product of the Designated Institution prior to or subsequent to the termination or amendment.

(b) Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as of the date of such termination. The Employer shall not distribute Plan benefits at the time of such termination; the Employer shall rather retain all amounts of Deferred Compensation and Earnings Credited and shall only pay or dispose of Plan benefits as otherwise provided in the Plan and according to the terms and conditions of the Plan.

12. APPLICABLE LAW

The Plan shall be construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the Employer has caused this Plan to be signed and attested to by its duly authorized officers on the 23 day of May, 2017.



Attest



Plan Administrator

THE ALPHA GROUP
OF DELAWARE, INC.
1000 Alpha Drive
Delaware OH 43015

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