

**KENTON COUNTY BOARD OF EDUCATION
403(b) RETIREMENT PLAN**

BASIC PLAN DOCUMENT #008 (Non-ERISA 403(b))

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ARTICLE 1 INTRODUCTION

Section 1.01 **PLAN**

This document ("Basic Plan Document") and its related Adoption Agreement, as well as any Annuity Contracts; and Custodial Accounts; established hereunder, are intended to meet the requirements of Code section 403(b). In the event a provision in an associated Annuity Contract or Custodial Account conflicts with the provisions contained in this Basic Plan Document and its related Adoption Agreement the provisions in this Basic Plan Document and its related Adoption Agreement will control.

Section 1.02 **APPLICATION OF PLAN**

Except as otherwise specifically provided herein, the provisions of this Plan will apply to those individuals who are Eligible Employees of the Adopting Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Adopting Employer whose employment terminated prior to the Effective Date, will be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2 DEFINITIONS

Account means

the balance of a Participant's interest in the Fund maintained for the benefit of the Participant or Beneficiary as of the applicable date. Account or Accounts will include, to the extent applicable, an Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Voluntary Contribution Account, Mandatory After-Tax Contribution Account, Mandatory Pre-Tax Contribution Account, Rollover Contribution Account, Qualified Non-Elective Contribution Account, Transfer Account, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses), any transfers, and any distribution made allocable to the Participant or the Participant's Beneficiary and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

Account Balance means

the Vested balance of all of a Participant's Accounts.

Adoption Agreement means

the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

Adopting Employer means

any entity named in the Adoption Agreement, any Participating Employer and any successor who by consolidation, purchase, merger or other transaction assumes the obligations of the Plan.

Age 50 Catch-up means

contributions made by Participants who are eligible to make Elective Deferrals under this Plan and who will attain age 50 or more by the end of the calendar year as described in Code section 414(v).

Alternate Payee means

the spouse, former spouse, child, or other dependent entitled to receive payment of benefits from the Plan under a Qualified Domestic Relations Order.

Annual Addition means

the sum of the following amounts credited to a Participant's Account for the Limitation Year:

- (a) Employer Contributions allocated to a Participant's Account, including Excess Elective Deferrals, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year;
- (b) Voluntary After-Tax Contributions, Mandatory After-Tax Contributions and Mandatory Pre-Tax Contributions;
- (c) forfeitures;
- (d) amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
- (e) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate Account of a Key Employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer; and
- (f) allocations under a simplified employee pension plan.

Notwithstanding the foregoing, an Annual Addition shall not include a restorative payment within the meaning of IRS Revenue Ruling 2002-45 and any superseding guidance.

Annuity Contract means

a nontransferable contract that includes payment in the form of an annuity that is issued by an insurance company qualified to issue annuities in a state that satisfies all of the applicable requirements of Code sections 403(b) and 401(g).

Annuity Starting Date means

the first day of the first period for which an amount is paid as an annuity or any other form.

Approved Vendor means

a financial organization that has been approved by the Adopting Employer to accept on-going Employer Contributions.

Basic Plan Document means
this pre-approved Plan document.

Beneficiary means
the designated person(s) entitled to receive benefits, under Section 7.04 of the Plan.

Board means
the governing body of the Plan Sponsor.

Church Plan means
a Code section 403(b) plan sponsored by a Church or by a Qualified Church-Controlled Organization.

Code means
the Internal Revenue Code of 1986, as amended.

Code Section 415 Safe Harbor Compensation means

- (a) Items includible as Compensation. Compensation is defined as:
 - (1) Wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a non-accountable plan as described in Treasury Regulation. section 1.62-2(c).
 - (2) In the case of an Employee who is an Employee within the meaning of Section 401(c)(1) if the Code and regulations promulgated under Code section 401(c)(1), the Employee's earned income (as described in Code section 401(c)(2) and regulations promulgated under Code section 401(c)(2)), plus amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code section 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).
 - (3) Amounts described in Code section 104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.
 - (4) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code section 217.
 - (5) The value of a non-statutory option (which is an option other than a statutory option as defined in Treasury Regulation section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.
 - (6) The amount includible in the gross income of an Employee upon making the election described in Code section 83(b).
 - (7) Amounts that are includible in the gross income of an Employee under the rules of Code section 409A or Code section 457(f)(1)(A) or because the amounts are constructively received by the Employee.
- (b) Items not includible as Compensation. The term Compensation does not include:
 - (1) Contributions (other than elective contributions described in Code section 402(e)(3), Section 408(k)(6), Section 408(p)(2)(A)(i), or Section 457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension described in Code section 408(k) or a simple retirement account described in Code section 408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as Compensation for Code section 415 purposes, regardless of whether such amounts are includible in the gross income of the Employee when distributed.
 - (2) Amounts realized from the exercise of a non-statutory option (which is an option other than a statutory option as defined in Treasury Regulation section 1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture (see Code section 83 and its associated Treasury Regulations).
 - (3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option (as defined in Treasury Regulations section 1.421-1(b)).
 - (4) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code section 125).
 - (5) Other items of remuneration that are similar to any of the items listed in paragraphs (b)(1) through (b)(4) of this section.

Committee means

the committee that may be appointed by the Plan Sponsor pursuant to Section 11.01 to serve as Plan Administrator.

Compensation means

the meaning elected in the Adoption Agreement.

Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001 will not exceed \$265,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

Notwithstanding the foregoing, for purposes of ACP and Code Section 401(a)(4) testing Compensation will generally mean W-2 Compensation unless another definition is allowed or required by law or regulation. Notwithstanding the foregoing, the Plan Administrator has the option from year to year to use a different definition of Compensation for testing purposes provided the definition of Compensation satisfies Code Section 414(s) and its associated regulations.

Notwithstanding the foregoing, Compensation for a minister who is self-employed means the minister's earned income as defined in Code section 401(c)(2) (computed without regard to Code section 911).

Notwithstanding the foregoing, the limits on Compensation described above do not apply if the Adoption Agreement provides that the Plan is a FICA Church Plan.

Custodial Account means

the group or individual custodial account or accounts, as defined in Code section 403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

Deemed Code Section 125 Compensation means

any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Adopting Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Ruling 2002-27 and any superseding guidance.

Deemed Severance from Employment means

under Code section 414(u)(12)(B) an Employee who has been called to active duty in the uniformed services for a period of more than 30 days.

Deferrals means

any amount which that is contributed by the Adopting Employer pursuant to a salary reduction agreement and which that is not includable in the gross income of the Participant under Code sections 125, 401(k), 402(e)(3), 402(h), 403(b), 132(f) or 457.

Differential Wage Payments means

payments as defined in Code section 3401(h)(2) made by the Employer and received by an Employee who is performing service in the uniformed services. Differential Wage Payments will be included in the definition of Compensation.

Disabled or Disability means

unless otherwise specified in the Adoption Agreement, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite

duration. The permanence and degree of such impairment must be supported by medical evidence.

Distributee means

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 Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.

Effective Date means

the date set forth in the Adoption Agreement.

Elective Deferral means

the Employer Contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation pursuant to Article 4 of the Plan. Elective Deferrals include Pre-Tax Elective Deferrals and, if applicable, Roth Elective Deferrals.

Elective Deferral Account means

so much of a Participant's Account as consists of a Participant's Elective Deferrals (and corresponding earnings) made to the Plan.

Eligibility Computation Period means

unless otherwise specified in the Adoption Agreement, a 12 consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof. Notwithstanding the foregoing and if the Adoption Agreement provides that the Eligibility Computation Period switches to the Plan Year, the Eligibility Computation Period for such purpose will switch to the Plan Year, beginning with the Plan Year that includes the first anniversary of his Employment Commencement Date. If the Eligibility Computation Period switches to the Plan Year, an Employee who is credited with a Year of Eligibility Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's initial Eligibility Computation Period will be credited with two Years of Eligibility Service.

Eligible Employee means

an Employee employed by the Adopting Employer, subject to the modifications and exclusions described in the Adoption Agreement.

If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Adopting Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Adopting Employer in settlement of any claim or action relating to such individual's employment status), such individual will not become an Eligible Employee with respect to Employer Contributions by reason of such reclassification or determination.

Eligible Rollover Distribution means

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: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for 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, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) during a year. For purposes of the \$200 rule in the preceding sentence, a distribution from a Roth Elective Deferral Account and a distribution from other Accounts under the Plan are treated as made under separate plans.

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 includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), an annuity contract described in Code section 403(b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Eligible Retirement Plan means

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, an

individual retirement account described in Code section 408(a) or 408A, individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. 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, as defined in Code section 414(p).

Employee means

any common law employee of the Employer. Employee will also include individual providing Qualified Military Service who are treated as reemployed under Code Sections 403(b)(14) and 414(u).

If the Employer is a public school Employee means each individual who is a common law employee of a state performing services for a Public School of the state, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the state. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

For Churches and church-related organization Employee includes a self-employed minister under Code section 414(e)(5)(A)(i)(I) and a minister under Code section 414(e)(5)(A)(i)(II).

Employer means

the Adopting Employer or any other employer required to be aggregated with the Adopting Employer under Code sections 414(b), (c), (m) or (o); provided, however, that Employer will not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above. Notwithstanding the foregoing, the universal availability requirement of Code section 403(b)(12)(A)(ii) for Elective Deferrals will apply separately to each individual employer.

If permitted by the Plan Administrator, Employer may also include a self-employed minister under Code section 414(e)(5)(A)(i)(I) solely for participation by the self-employed minister.

Employer Contributions means

Any amounts contributed by the Employer each year as determined under this Plan, including Matching Contributions and Non-Elective Contributions. Employer Contributions will also include Elective Deferrals, Voluntary After-Tax Contributions, and Mandatory After-Tax Contributions made to the Plan unless the contributions are intended to be excluded under either the Plan or for any act under the Code or such rules, regulations, or pronouncements as promulgated by the IRS.

Employment Commencement Date means

the first date on which the Eligible Employee performs an Hour of Service.

ERISA means

the Employee Retirement Income Security Act of 1974, all amendments thereto and all federal regulations promulgated pursuant thereto.

Excess Elective Deferral means

Elective Deferrals made in excess of the limit described in Section 5.01.

Exchange means

a movement of all or a portion of a Participant's Account balance from either an Approved or an Unapproved Vendor under to another Approved or Unapproved Vendor.

Fund means

the funding vehicles used to fund benefits payable under the Plan which may include Annuity Contracts and Custodial Accounts specifically approved by Employer for use under the Plan.

Governmental Plan means

a plan defined in ERISA section 3(32). For Plan Years beginning on or after 8/17/2006 Governmental Plan will include a plan established and maintained by an Indian tribal government provided all of the Participants the plan are employees of the Indian tribal government and substantially all of such employees' services are in the performance of essential government functions and not in the performance of commercial

activities, regardless if the function is an essential government function.

Hour of Service means

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer 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. No more than 501 hours of service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to DOL Reg. section 2530.200b-2 which is incorporated herein by this reference.
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service will not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment is made.

Solely for purposes of determining whether a One-Year Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons will receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of service credited under this paragraph will be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.

Notwithstanding the foregoing, for determining service under the elapsed time method an Hour of Service means each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

Hours of service will be credited for employment with the Employer. Hours of service will also be credited for any individual considered an Employee for purposes of this Plan under Code sections 414(n) or 414(o).

If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

Service with respect to Qualified Military Service will be credited in accordance with Code section 414(u) and service will also be determined to the extent required by the Family and Medical Leave Act of 1993.

Includible Compensation means

an Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code section 911, relating to United States citizens or residents living abroad), including differential wage payments under Code section 3401(h) for the most recent period that is a Year of Service. Includible Compensation for a minister who is self-employed means the minister's earned income as defined in Code section 401(c)(2) (computed without regard to Code section 911). Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of Treasury Regulation section 1.403(b)-2(b)(8). The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treasury Regulation section 1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed \$265,000, as adjusted for cost of living.

For purposes of applying the limitations on Annual Additions to Non-Elective Contribution pursuant to Code section 415, Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

In-Plan Roth Rollover means

an Employee contribution made to the Plan as a rollover from another Account in the Plan pursuant to Section 4.06(b).

In-Plan Roth Rollover Account means

so much of a Participant's Account as consists of a Participant's In-Plan Roth Rollover contributions (and corresponding earnings) made to the Plan.

Investment Fiduciary means

the fiduciary appointed by the Plan Sponsor pursuant to Section 11.02. If the Adoption Agreement provides that the Plan is subject to ERISA the fiduciary shall be subject to standards of conduct as prescribed under ERISA.

Investment Manager means

if the Adoption Agreement provides that the Plan is subject to ERISA, an investment manager as described in section 3(38) of ERISA.

Leased Employee means

any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A person shall not be considered a Leased Employee if: (a) such person is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457; (2) immediate participation; and (3) full and immediate vesting; and (b) Leased Employees do not constitute more than 20% of the Employer's non-highly compensated work force.

Limitation Year means

the year specified in the Adoption Agreement for purposes of determining Annual Additions limits pursuant to Article 5. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

Mandatory After-Tax Contribution means

a Mandatory After-Tax Contribution made to the Plan by a Participant pursuant to Article 4 of the Plan.

Mandatory After-Tax Contribution Account means

so much of a Participant's Account as consists of Mandatory After-Tax Contributions (and corresponding earnings) made to the Plan.

Mandatory Contribution means

a Mandatory After-Tax Contribution or a Mandatory Pre-Tax Contribution made to the Plan by a Participant pursuant to Article 4 of the Plan.

Mandatory Pre-Tax Contribution means

a Mandatory Pre-Tax Contribution made to the Plan by a Participant pursuant to Article 4 of the Plan.

Mandatory Pre-Tax Contribution Account means

so much of a Participant's Account as consists of Mandatory Pre-Tax Contributions (and corresponding earnings) made to the Plan.

Matching Contribution means

an Employer Matching Contribution made to the Plan on behalf of the Participant pursuant to Article 4 of the Plan.

Matching Contribution Account means

so much of a Participant's Account as consists of Matching Contributions (and corresponding earnings) made to the Plan.

Matched Employee Contribution means

such employee contributions specified in the Adoption Agreement.

Non-Elective Contribution means

a contribution made by the Adopting Employer that is allocated to a Participant's Non-Elective Contribution Account pursuant to Article 4.

Non-Elective Contribution Account means

so much of a Participant's Account as consists of Non-Elective Contributions (and corresponding earnings) made to the Plan.

Non-qualified Church-Controlled Organization means

an organization that is tax-exempt under Code section 501(c)(3) that is church-controlled but that does not meet the definition of a Qualified Church-Controlled Organization.

Non-electing Church Plan means

a Code section 403(b) plan sponsored by a Church or by a Qualified Church-Controlled Organization who has not elected to be covered by ERISA.

Normal Retirement Age means

the age set forth in the Adoption Agreement.

One-Year Break in Service means

for purposes of determining a Year of Eligibility Service, an Eligibility Computation Period or, for purposes of determining a Year of Vesting Service, a Vesting Computation Period during which an Employee is credited with less than the lesser of (1) 500 Hours of Service or (2) The number of hours required for one year of service minus one hour.

One-Year Period of Severance means

a Period of Severance of at least 12 consecutive months. In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence will not constitute a One-Year Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Participant means

an Eligible Employee who participates in the Plan in accordance with Article 3 and who has not received a distribution of his or her entire benefit under the Plan.

Participating Employer means

an employer who, with the approval of the Plan Sponsor, has executed a joinder agreement thereby electing to participate in the Plan.

Plan Administrator means

the person(s) designated pursuant to the Adoption Agreement and Section 11.01.

Plan Year means

the 12-consecutive month period described in the Adoption Agreement.

Post Severance Compensation means

compensation paid by the later of: (1) 2-1/2 months after an Employee's severance from employment with the employer maintaining the plan, or (2) the end of the year that includes the date of the Employee's severance from employment with the employer maintaining the plan if: (a) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or (b) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Post Year End Compensation means

amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year.

Pre-Tax Elective Deferral means

Elective Deferrals that are not includible in the Participant's gross income at the time deferred.

Pre-Tax Elective Deferral Account means

so much of a Participant's Account as consists of a Participant's Pre-Tax Elective Deferrals (and corresponding earnings) made to the Plan.

Public School means

a State-sponsored educational organization described in Code section 170(b)(1)(A)(ii) (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried out).

Qualified Church Controlled Organization means

an organization that is tax-exempt under Code section 501(c)(3) that is church-controlled that meet the definition of a under Code section 3121(w)(3)(B).

Qualified Domestic Relations Order means

any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" within the meaning of Code section 414(p). A domestic relations order will not fail to be a qualified domestic relations order solely because the domestic relations order: (i) revises or is issued after another domestic relations order or qualified domestic relations order, or (ii) the domestic relations order is issued after the participant's death, divorce, or annuity starting date.

Qualified Military Service means

service performed by an Employee within the meaning of Code section 414(u)(1).

Qualified Non-Elective Contribution means

a contribution made by the Adopting Employer that is allocated to a Participant's Qualified Non-Elective Contribution Account pursuant to Article 4.

Qualified Non-Elective Contribution Account means

so much of a Participant's Account as consists of Qualified Non-Elective Contributions (and corresponding earnings) made to the Plan.

Qualified Reservist Distributions means

the distributions described in Section 8.04(c).

Required Beginning Date means

April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires. If the Plan is not a Governmental Plan and not a Church Plan, benefit distributions to a more than 5% owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2. The Adoption Agreement may provide that for a Participant other than a more than 5% owner (if applicable): (i) the Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (ii) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (i) of this sentence. A "more than 5% owner" means any person who owns (either directly or by attribution, under Code section 318) more than 5% of the outstanding stock of the Employer or stock possessing more than 5% of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than 5% of the capital or profits interest in the Employer.

Rollover Contribution means

an Employee contribution made to the Plan as a rollover from another tax-qualified plan or individual retirement account pursuant to Article 4 of the Plan.

Rollover Contribution Account means

so much of a Participant's Account as consists of a Participant's Rollover Contributions (and corresponding earnings) made to the Plan.

Roth Elective Deferral means

an Elective Deferral that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the Pre-Tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (b) treated by the Adopting Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Roth Elective Deferrals will be subject to the same conditions and limitations as apply to Elective Deferrals.

Roth Elective Deferral Account means

so much of a Participant's Account as consists of a Participant's Roth Elective Deferrals (and corresponding earnings) made to the Plan.

Special Long Service Catch-up Contribution means

a contribution made by a Participant who is employed by a qualified organization and who has at least 15 years of service is entitled to a special Code section 403(b) catch-up contribution. When determining if a Participant has 15 Years of Service, any period during which an individual is not an Employee of a qualified organization is disregarded. If a Participant is eligible for the special 403(b) catch-up described in this Section 5.01(b), the applicable dollar amount under Section 5.01(a) is increased by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the Employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For the purposes of this Section 5.01(b), a qualified organization includes an Employer that is:

- (a) educational organization described in Code section 170(b)(1)(A)(ii);
- (b) A hospital;
- (c) A health and welfare service agency (including a home health service agency) as defined in Treas. Reg. section 1.403(b)-4(c)(3)(ii)(C);
- (d) A church related organization as defined in Treas. Reg. section 1.403(b)-2(b)(6); or
- (e) An organization described in Code section 414(e)(3)(B)(ii).

State means

a State, a political subdivision of a State, or any agency or instrumentality of a State. "State" includes the District of Columbia (pursuant to Code section 7701(a)(10)). An Indian tribal government is treated as a State pursuant to Code section 7871(a)(6)(B) for purposes of Code section 403(b)(1)(A)(ii).

Termination and Termination of Employment means

severance from employment with the Employer (as defined in Treas. Reg. Section 1.403(b)-2(b)(19)). Termination occurs when the Employee ceases to be employed by the Employer maintaining the plan and on any date on which an Employer ceases to be an eligible employer. For purposes of this definition, eligible employer means:

- (a) a Public School;
- (b) a Code section 501(c)(3) organization which is exempt from tax under Code section 501(a) with respect to any employee of the Code section 501(c)(3) organization;
- (c) any employer of a minister described in Code section 414(e)(5)(A), but only with respect to the minister; or
- (d) a minister described in Code section 414(e)(5)(A), but only with respect to a Retirement Income Account established for the minister.

A subsidiary or other affiliate of an eligible employer is not an eligible employer if the subsidiary or other affiliate is not an entity described above.

Transfer Account means

so much of a Participant's Account as consists of amounts transferred from another tax-qualified plan pursuant to Article 4 (and corresponding earnings) in a transaction that was not an eligible rollover distribution within the meaning of Code section 402.

Unapproved Vendor means

a financial organization that is approved by the Adopting Employer to accept Exchanges and Rollover Contributions.

Valuation Date means

has the meaning specified in the Adoption Agreement.

Vesting Computation Period means

for purposes of determining Years of Vesting Service, the period described in the Adoption Agreement.

Voluntary Contribution or Voluntary After-Tax Contribution means

an Employee contribution made to the Plan on an after-tax basis not including Roth Elective Deferrals.

Voluntary Contribution Account or Voluntary After-Tax Contribution Account means

so much of a Participant's Account as consists of a Participant's Voluntary Contributions or Voluntary After-Tax Contributions (and corresponding earnings) made to the Plan.

W-2 Compensation means

wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.

Withholding Compensation means

wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.

Year of Eligibility Service means

with respect to any Eligible Employee, an Eligibility Computation Period during which he completes at least the service specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Eligibility Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which eligibility service is being determined (if less than one year of eligibility service is required such period will be substituted for "twelve month" where it appears in this clause), (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months. Except as provided in the Adoption Agreement, all Years of Eligibility Service with the Employer are taken into account.

All eligibility service with the Employer is taken into account except that if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Eligibility Service:

- (a) One-Year Holdout. If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method), Years of Eligibility Service before such period will not be taken into account until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- (b) Rule of Parity. If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, Years of Eligibility Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) will not be taken into account in computing eligibility service. Elective Deferrals are not taken into account for purposes of determining whether a Participant is a nonvested Participant for purposes of Code section 411(a)(6)(D)(iii).

For purposes of determining includible compensation for former Employees or Special Catch-Up Contributions, "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

If a Participant's Years of Eligibility Service are disregarded pursuant to the foregoing, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's Years of Eligibility Service may not be disregarded pursuant to the foregoing, such Participant shall participate in the Plan pursuant to the terms of Article 3.

To the extent provided in the Adoption Agreement, eligibility service may also include service with employers other than the Employer.

Year of Vesting Service means

a Vesting Computation Period during which the Employee completes at least the number of hours specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Vesting Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which vesting service is being determined, (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service

will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months.

All Years of Vesting Service with the Employer are taken into account except that for an Employee who has five consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) and except to the extent provided in Article 6, all periods of service after such breaks in service/periods of severance will be disregarded for the purpose of vesting the Employee's employer-derived Account balance that accrued before such breaks in service/periods of severance, but except as otherwise expressly provided, both the service before and after such breaks in service/periods of severance will count for purposes of vesting the Employee's employer-derived Account balance that accrues after such breaks in service/periods of severance. In addition, if permitted in the Adoption Agreement, Years of Vesting Service before age 18 and/or Years of Vesting Service before the Employer maintained this Plan or a predecessor plan will not be taken into account in computing vesting service.

In addition, if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Vesting Service:

- (a) One-Year Holdout. If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the elapsed time method), Years of Vesting Service before such period will not be taken into account until the Employee has completed a Year of Vesting Service after returning to employment with the Employer.
- (b) Rule of Parity. If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) will not be taken into account in computing vesting service. Elective Deferrals are not taken into account for purposes of determining whether a Participant is a nonvested Participant for purposes of Code section 411(a)(6)(D)(iii).
- (c) Years of Vesting Service before age 18 and/or Years of Vesting Service before the Employer maintained this Plan or a predecessor plan will not be taken into account in computing vesting service to the extent provided in the Adoption Agreement.

To the extent provided in the Adoption Agreement, vesting service may also include service with employers other than the Employer.

ARTICLE 3 PARTICIPATION**Section 3.01 ELECTIVE DEFERRALS, VOLUNTARY AFTER-TAX CONTRIBUTIONS, MANDATORY AFTER-TAX CONTRIBUTIONS**

(a) Elective Deferrals.

- (1) Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Elective Deferrals on or before the Effective Date shall be a Participant eligible to make Elective Deferrals pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Elective Deferrals on the Effective Date shall become a Participant eligible to make Elective Deferrals on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make Elective Deferrals only to the extent such contributions are permitted in the Adoption Agreement.
- (2) To the extent provided in the Adoption Agreement, Employees who work normally fewer than 20 hours per week are excluded provided that:
 - (A) for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period; and
 - (B) for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period.

Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under the 20 hours per week class, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year due to working fewer than 20 hours per week as determined above.

Notwithstanding the foregoing, once an Employee completes 1,000 Hours of Service in any Eligibility Computation Period they will no longer be considered an excluded Employee.

(b) Voluntary After-Tax Contributions.

Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Voluntary After-Tax Contributions on or before the Effective Date shall be a Participant eligible to make Voluntary After-Tax Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Voluntary After-Tax Contributions on the Effective Date shall become a Participant eligible to make Voluntary After-Tax Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make Voluntary After-Tax Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(c) Mandatory After-Tax Contributions.

Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Mandatory After-Tax Contributions on or before the Effective Date shall be a Participant required to make Mandatory After-Tax Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Mandatory After-Tax Contributions on the Effective Date shall become a Participant required to make Mandatory After-Tax Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be required to make Mandatory After-Tax Contributions only to the extent such contributions are required in the Adoption Agreement.

(d) Mandatory Pre-Tax Contributions.

Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Mandatory Pre-Tax Contributions on or before the Effective Date shall be a Participant required to make Mandatory Pre-Tax Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Mandatory Pre-Tax Contributions on the Effective Date shall become a Participant required to make Mandatory Pre-Tax Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be required to make Mandatory Pre-Tax Contributions only to the extent such contributions are required in the Adoption Agreement.

Section 3.02 MATCHING CONTRIBUTIONS

Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Matching Contributions immediately prior to the Effective Date will be a Participant eligible to receive Matching Contributions

pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Matching Contributions immediately prior to the Effective Date will become a Participant eligible to receive Matching Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant will be eligible to receive Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.03 NON-ELECTIVE CONTRIBUTIONS

Except to the extent provided in the Adoption Agreement, each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Non-Elective Contributions immediately prior to the Effective Date will be a Participant eligible to receive Non-Elective Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Non-Elective Contributions immediately prior to the Effective Date will become a Participant eligible to receive Non-Elective Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant will be eligible to receive Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.04 TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee will cease to be a Participant for purposes of Article 4 (or will not become eligible to become a Participant) as of the effective date of such change of job classification or transfer. Should such Employee again qualify as an Eligible Employee or if an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he will become a Participant with respect to the contributions for which the eligibility requirements have been satisfied as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.05 TERMINATION AND REHIRES

Except as provided in Section 4.03(e), if an Employee has a Termination of Employment, such Employee will cease to be a Participant for purposes of Article 4 (or will not become eligible to become a Participant) as of his Termination of Employment. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 as of his Termination date, and who is subsequently reemployed by the Adopting Employer as an Eligible Employee, will resume or become a Participant immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Adopting Employer as an Eligible Employee, will be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3. The determination of whether a rehired Eligible Employee satisfies the requirements of Article 3 will be made after the application of any applicable break in service rules.

Section 3.06 LIMITATIONS ON EXCLUSIONS

Modifications. The completion of a 'fill-in' blank in the Adoption Agreement shall not be considered to be a modification to the Volume Submitter document unless the language used to complete the 'fill-in' blank is contrary to the notes and guidelines that accompany the option. If a completed 'fill-in' blank violates/is contrary to the notes and guidelines that accompany the option, the language is a modification to the Volume Submitter document.

Section 3.07 PROCEDURES FOR ADMISSION

The Plan Administrator will prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to this Article 3.

Section 3.08 PARTICIPANTS RECEIVING DIFFERENTIAL MILITARY PAY

To the extent selected in the Adoption Agreement and pursuant to Code section 414(u)(12), IRS Notice 2010-15 and any superseding guidance, a Participant receiving Differential Wage Payments shall be treated as an Employee of the Employer making the payment and the Differential Wage Payments may be treated as Compensation under the Plan to the extent selected in the Adoption Agreement.

ARTICLE 4 CONTRIBUTIONS**Section 4.01 ELECTIVE DEFERRALS, VOLUNTARY AFTER-TAX CONTRIBUTIONS, MANDATORY AFTER-TAX CONTRIBUTIONS**

(a) Elections.

Each Participant may execute elections pursuant to this Section 4.01 by executing an election and filing it with the Administrator in the form and manner prescribed by the Plan Administrator. The Plan Administrator will provide each Participant with the forms necessary to elect to reduce his or her Compensation by amounts specified in the Adoption Agreement (and have that amount contributed as an Elective Deferral or Voluntary Contribution on his or her behalf). This Compensation reduction election will be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The participation election will also include designation of the Funds and Accounts therein to which Elective Deferrals or Voluntary After-Tax Contributions are to be made and a designation of Beneficiary. Any such election will remain in effect until a new election is filed. Notwithstanding the foregoing, a Participant will be eligible to make Voluntary After-Tax Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Modifications.

As of the date a Participant first meets the eligibility requirements of Section 3.01, he may elect to contribute to the Plan. Subsequent to that date, a Participant may elect to start, increase, reduce, or totally suspend his elections pursuant to this Section 4.01, effective as of the dates specified in the Adoption Agreement.

(c) Procedures.

A Participant will make an election described in Subsection (b) in such form and manner as may be prescribed by the Plan Administrator at such time in advance as the Plan Administrator may require. Such procedures may include, but not be limited to: specifying that elections be made at such time in advance as the Plan Administrator may require, allowing on a nondiscriminatory basis a Participant to make a separate election as to any bonuses or other special pay, and/or requiring elections be made in a dollar amount or percentage of pay. A Participant's election regarding Elective Deferrals may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant.

(d) Reduction in Elections.

The Plan Administrator may reduce or totally suspend a Participant's election if the Plan Administrator determines that such election may cause the Plan to fail to satisfy any of the requirements of Article 5.

(e) Catch-up Contributions.

If elected by the Plan Sponsor in the Adoption Agreement, all Participants who are eligible to make Elective Deferrals under this Plan will be eligible to make Age 50 Catch-up Contributions and Special Long Service Catch-up Contributions.

(f) Roth Elective Deferrals.

To the extent provided in the Adoption Agreement, Participants will be eligible to irrevocably designate some or all of their Elective Deferrals as either Pre-Tax Elective Deferrals or Roth Elective Deferrals. All elections will be subject to the same election procedures, limits on modifications and other terms and conditions on elections as specified in the Plan. If Roth Elective Deferrals are not permitted, all Elective Deferrals will be designated as Pre-Tax Elective Deferrals.

(g) Automatic Enrollment.

To the extent provided in the Adoption Agreement, upon the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and at the effective date of the addition of an automatic enrollment feature for current Participants), an Eligible Employee who has not made an Elective Deferral election will be deemed to have made an Elective Deferral election (in the case of a Qualified Automatic Contribution Arrangement, the Adoption Agreement may provide that all Eligible Employees will be deemed to have made an Elective Deferral election) in the amount provided in the Adoption Agreement; provided however that:

- (1) In a reasonable period of time before the deemed election takes place the Eligible Employee shall receive a notice that explains the automatic Elective Deferral election, his or her Compensation reduction percentage and the individual's right to elect to have no such Elective Deferrals made to the Plan or to alter the amount of those contributions, including the procedure for exercising that right and the timing for implementation of any such election. The Eligible Employee must have a reasonable opportunity to file an election to receive cash in lieu of Elective Deferrals before such deemed election is made.
- (2) Unless otherwise selected in the Adoption Agreement, if the Plan provides for Roth Elective Deferrals, all Elective Deferrals made under Subsection (g) shall be designated as Pre-Tax Elective Deferrals.
- (3) Administrator Discretion. The Plan Administrator may, on a uniform and nondiscriminatory basis, provide that an affirmative election expires at the end of each Plan Year and that the Employee must make a new affirmative election if he or she wants the prior rate of Elective Deferral to continue.
- (4) Elections to End or Reduce Automatic Enrollment. If Plan Administrator elects to allow withdrawals, the Eligible Employee may

file an election to receive cash in lieu of Elective Deferrals at the time such deemed election is made or within the 60 day period thereafter. Upon an election to receive cash in lieu of Elective Deferrals, the Participant shall not receive a refund of any Elective Deferral made. The Eligible Employee may make a subsequent affirmative election to make Elective Deferrals at a later date that is effective as provided in Section 4.01(b).

(h) Participant.

For purposes of this Section, "Participant" will mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Elective Deferrals, Voluntary After-Tax Contributions, or Mandatory After-Tax Contributions for each respective contribution type.

Section 4.02 MATCHING CONTRIBUTIONS

(a) Amount of Matching Contributions.

Subject to the limitations described in Article 5, the Adopting Employer will contribute to the Plan an amount specified in the Adoption Agreement on behalf of each Participant who made a Matched Employee Contribution and who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant will be eligible to receive an allocation of Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Contribution and Allocation of Matching Contributions.

- (1) Matching Contributions will be made to the Plan and promptly allocated to the Matching Contribution Accounts of Participants who meet the requirements of Subsection (a) and in the amount determined pursuant to Subsection (a) as soon as administratively feasible after the end of the periods described in the Adoption Agreement. After the end of each Plan Year the Adopting Employer may make an additional Matching Contribution on behalf of each Participant in the amount of the positive difference, if any, between the Matching Contributions that would have been allocated to his account had such contributions been determined on the basis of Compensation for the entire Plan Year and the Matching Contributions previously allocated to such Participant's Account.
- (2) The Company may make an additional Matching Contribution ("true up") on behalf of each Participant in the amount of the positive difference, if any, between the Matching Contributions that would have been allocated to his Account had such contributions been determined on the basis of Compensation for the entire Plan Year and the Matching Contributions previously allocated to such Participant's Account.
- (3) If the Adoption Agreement specifies that the Age 50 Catch-up Contributions and/or Special Long Service Catch-up Contributions will not be matched, any Matching Contributions made on an Elective Deferral and, if applicable, a Voluntary Contribution that are subsequently classified as a Catch-up Contribution shall be forfeited to the extent allocated.

(c) Participant.

For purposes of this Section, "Participant" will mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Matching Contributions.

Section 4.03 NON-ELECTIVE CONTRIBUTIONS

(a) Amount of Non-Elective Contributions.

Subject to the limitations described in Article 5, the Adopting Employer may, in its sole discretion, make Non-Elective Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant will be eligible to receive an allocation of Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Allocation of Non-Elective Contributions.

- (1) Non-Elective Contributions will be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a) in the manner described in the Adoption Agreement.
- (2) Integration. If the Adoption Agreement specifies that the Non-Elective Contribution will be allocated using integration Non-Elective Contributions shall first be allocated to each Participant's Non-Elective Contribution Account in the ratio that the sum of such Participant's Compensation plus his Excess Compensation bears to the sum of all eligible Participants' Compensation plus Excess Compensation, but not to exceed the permitted disparity of such sum; and the balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Non-Elective Account in the ratio that such Participant's Compensation bears to all eligible Participants' Compensation.

(c) Participant.

For purposes of this Section, "Participant" will mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Non-Elective Contributions.

(d) Former Employees. To the extent provided in the Adoption Agreement, a former employee who was a Participant at the time of Termination is deemed to have includible compensation, within the meaning of Code section 415(c)(3) and Treas. Reg. section 1.403(b)-

4(d), for the period through the end of the taxable year of the Employee in which he or she ceases to be an employee and through the end of each of the next number of taxable years of the employee as specified in the Adoption Agreement.

- (e) Disability. In addition to the foregoing, if the Adoption Agreement specifies that contributions described in this Section shall be allocated to Disabled Participants, a Participant who does not meet the requirements of Subsection (a) due to Disability shall be eligible to share in such contributions (including Disabled Participants that have Terminated Employment); provided that such Disability would also constitute a disability pursuant to Code section 22(e). The Company shall allocate the applicable contributions on behalf of each such Disabled Participant on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before suffering a Disability. Contributions allocated to Participants suffering a Disability pursuant to this Subsection shall be fully (100%) vested when made. Such allocations shall cease on the first to occur of the following:
- (1) the last day of the Plan Year in which occurs the anniversary specified in the Adoption Agreement of the date the Plan Administrator determines that the Participant's Disability commenced;
 - (2) the date the Participant ceases to suffer from a Disability;
 - (3) the date the Participant refuses to submit to a periodic examination by the Company or its agent to determine the existence of a Disability; or
 - (4) the date the Participant dies.

Section 4.04 QUALIFIED NON-ELECTIVE CONTRIBUTIONS

Qualified Non-Elective Contributions. The Adopting Employer may, in its discretion, make Qualified Non-Elective Contributions for the benefit of such Participants and in such manner as permitted by law. In addition, the Adopting Employer may, in its discretion, make Qualified Non-Elective Contributions for a Plan Year that will be allocated in the manner prescribed by the Adopting Employer to correct any testing, operational, or demographic failure pursuant to any correction program or policy established by the Internal Revenue Service, the Department of Labor or other applicable governmental agency.

Section 4.05 ROLLOVER CONTRIBUTIONS

- (a) To the extent provided in the Adoption Agreement, the Plan may accept the Rollover Contributions specified in Subsection (b) made in cash (or such other form that may be acceptable to the Plan Administrator) on behalf of Eligible Employees; as determined in accordance with procedures established by the Plan Administrator. Rollover Contributions will be allocated to the Eligible Employee's Rollover Contribution Account. An Eligible Employee who has not yet met any of the eligibility requirements of Article 3 will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account.
- (b) Eligible Plans. Subject to any limitations specified in the Adoption Agreement, the following are plans eligible to provide rollover contributions:
- (1) Annuity Contract described in Code section 403(a) or 403(b) that is eligible to be rolled over and would otherwise be includable in gross income.
 - (2) A qualified trust described in Code section 401(a) or 403(a) that is eligible to be rolled over and would otherwise be includable in gross income.
 - (3) An individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.
 - (4) An eligible governmental plan described in Code section 457(b) that is eligible to be rolled over and would otherwise be includable in gross income.
 - (5) If the Plan permits Roth Elective Deferrals, the Plan may accept a rollover contribution to a Roth Elective Deferral Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).
 - (6) Effective for taxable years beginning on or after January 1, 2007, if the Plan permits Rollover Contributions to the Plan from all qualified plans and tax favored vehicles, the eligible plans will include after-tax contributions as permitted by Section 822 of PPA. The Plan will separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includable in gross income and the portion of such contribution which is not so includable.
- (c) The Plan Administrator will not accept a rollover of any of the following distributions:
- (1) any installment payment for a period of 10 years or more,
 - (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee,
 - (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9), or
 - (4) any other distribution that does not meet the requirements of Code section 402(c)(4) and any superseding guidance and regulation.

- (d) After-Tax Basis. Any rollover of an Eligible Rollover Contributions that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis in the Rollover Contributions under Code section 72.

Section 4.06 TRANSFERS TO THE PLAN

- (a) The Plan Administrator may accept a direct transfer of assets, made without the consent of the affected Employees as provided in this Section 4.06. Such a transfer is permitted only if the other plan provides for the direct transfer to the Plan and the Participant is an Employee or former Employee of the Adopting Employer. The Administrator accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. section 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Code section 403(b).
- (b) The amount so transferred will be credited to the Participant's Transfer Account, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.
- (c) The amount transferred will be held, accounted for, administered, and otherwise treated in the Plan in the same manner as the transferor plan. The Plan must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan by application of the Code, ERISA or other applicable law. The transferred amount will not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 5.01.

Section 4.07 MILITARY SERVICE

- (a) In General.
Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Code section 414(u).
- (b) Death or Disability During Qualified Military Service.
To the extent provided in IRS Notice 2010-15 and any superseding guidance; a Participant who dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Company on the day preceding death or Disability and terminated employment on the day of death or Disability and receive benefits other than benefit accruals related to the period of Qualified Military Service as provided under Code section 414(u)(8).

To the extent provided in the Adoption Agreement, pursuant to Code section 414(u)(9), IRS Notice 2010-15 and any superseding guidance; a Participant who dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Company on the day preceding death or Disability and terminated employment on the day of death or Disability and receive benefit accruals related to the period of Qualified Military Service as provided under Code section 414(u)(8), except as provided below:

- (1) All Participants eligible for benefits under the Plan by reason of this Section shall be provided benefits on reasonably equivalent terms.
- (2) For the purposes of applying Code section 414(u)(8)(C), a Participant's Elective Deferrals shall be determined based on the Participant's average actual contributions for:
 - (A) the 12-month period of service with the Employer immediately prior to Qualified Military Service, or
 - (B) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.Beneficiaries of a Participant who dies while performing Qualified Military Service will be entitled to any additional benefits provided under this section.

Section 4.08 TIMING OF CONTRIBUTIONS

Amounts contributed to the Plan with funds provided by Participants will be transferred to the Approved Vendor as soon as practicable, but no later than the fifteenth (15th) business day of the month following the month in which such contributions were received or withheld from the Participant's Compensation unless a longer period is permitted under applicable law or regulation.

Section 4.09 MULTIPLE EMPLOYER PLAN

- (a) Universal Availability. In the case of a section 403(b) plan that covers the Employees of more than one section 501(c)(3) organization, the universal availability requirement of Treas. Reg. section 1.403(b)-5(b) applies separately to each common law entity. In the case of a

section 403(b) plan that covers the Employees of more than one State entity, this requirement applies separately to each entity that is not part of a common payroll. For purposes of this Section 4.09(a), an Employer that historically has treated one or more of its various geographically distinct units as separate for employee benefit purposes may treat each unit as a separate organization if the unit is operated independently on a day-to-day basis. Units are not geographically distinct if such units are located within the same Standard Metropolitan Statistical Area (SMSA).

- (b) Definitions. The following terms are modified as used in the Plan:
 - (1) "Adopting Entity" means an entity who executes a joinder agreement.
 - (2) "Adoption Agreement" means the Adoption Agreement for the Plan Sponsor. For any Adopting Entity, Adoption Agreement means the Adoption Agreement as amended in that entity's joinder agreement (as provided in Section 4.09(c)).
 - (3) "Plan Sponsor" means the executor of the Master Adoption Agreement described in Section 4.09(d).
- (c) Other Non-discrimination. If the Employees of more than one employer within the meaning of Code section 413(c) are covered under the Plan, the provisions of such section will apply to the Plan. The Plan Administrator may allocate contributions specifically to Participants who are employed a Participating Employer and may restrict the allocation of any forfeitures arising hereunder to the entity for which the applicable Participant is or was employed.
 - (1) Eligibility Service. Code section 410(a) shall be applied as if all Employees of each Employer who maintains the Plan were employed by a single Employer. An Employee who transfers employment between Adopting Entities and/or the Plan Sponsor shall not be considered to have a Termination of Employment.
 - (2) Vesting. Code section 411 shall be applied as if all Employers who maintain the Plan constituted a single Employer, except that the application of any rules with respect to breaks in service shall be made under regulations prescribed by the Secretary of Labor.
 - (3) Each Employer will separately determine Actual Contribution, the minimum coverage requirements of Code section 410(b) and Code section 401(a)(4) testing as provided in Treas. Reg. section 1.413-2(a)(3)(ii).
- (d) Method of Adoption. If this Section 4.09 applies, the Plan Sponsor will execute a master Adoption Agreement and each other Participating Employer will execute a joinder agreement which contains only those Adoption Agreement provisions, if any, which may be overridden by an entity other than the Plan Sponsor.
- (e) Other Rules.
 - (1) Contributions and forfeitures arising hereunder must be restricted to Participants who are employed by the entity under which the forfeitures arose.
 - (2) Maximum Annual Additions. Except as provided in Treas. Reg. section 1.415(f)-1(g)(2)(i) (regarding aggregation of multiemployer plans with plans other than multiemployer plans), for purposes of applying Section 5.05, Annual Additions attributable to a Participant from all of the Employers maintaining the Plan must be taken into account. Furthermore, in applying the limitations of Section 5.05 with respect to a Participant, the total Statutory Compensation received by the Participant from all of the Employers maintaining the Plan is taken into account under the Plan, unless Treas. Reg. section 1.415-1(e) and any superseding guidance specifies otherwise.
 - (3) For purposes of determining a Participant's Required Beginning Date, a Participant may be considered a More Than 5% Owner with one Employer and not a More Than 5% Owner with another Employer.
 - (4) Fiduciary Act to Join the Plan. By executing a joinder agreement, each Adopting Entity, acting as a fiduciary with respect to its current and future Employees, thereby ratifies and confirms the appointment of all parties to the Plan and all action taken to establish and maintain the Plan. The term parties to the Plan in the preceding sentence shall include, but not be limited to, the Plan Administrator, Trustee and Investment Fiduciary.
 - (5) Each Adopting Entity shall be jointly and severally liable for Plan expenses.
 - (6) Each Adopting Entity shall indemnify and hold harmless the Plan Administrator (and their delegates), any other Adopting Entities, any person serving as the Trustee and/or Investment Fiduciary from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses for its failure to operate in accordance with the Plan or any intentional or negligent act or omission with respect to the Plan including but not limited to failure of oversight and or appointment. The Plan Administrator may in its discretion utilize any IRS or DOL correction program and any fees or costs associated with such program are the responsibility of the offending Adopting Entity.
- (f) Termination of Participation. If an Adopting Entity terminates its participation in the Plan (or is terminated by the Plan Administrator) the Plan Administrator may require the terminating Adopting Entity to do any of the following:
 - (1) Successor Plan. Set up a successor plan unless the entity sponsors another eligible plan to receive a transfer of assets.
 - (2) Proof of Dissolution. In the event the Adopting Entity terminates its participation in the Plan by reason of ceasing business operations, the managing officials of such entity shall present the Plan Administrator articles of dissolution or other documentation as required by the Plan Administrator. Once acceptable documentation has been provided to the Plan Administrator, the Account balance of each affected Participant will be nonforfeitable and the affected Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.
 - (3) Hold Assets for Twelve Months. The Plan Administrator may hold the assets of Participants that are not otherwise eligible for

distribution for a period of twelve months. Thereafter, provided the Adopting Entity has not set-up a plan eligible to receive the assets, the Plan Administrator will establish a spin-off plan to hold the Account balance of each affected Participant. The Plan Administrator will then terminate the spin-off plan, the Account Balance of each affected Participant will be nonforfeitable and the affected Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

- (4) The determination of whether or not there is a termination, within the meaning of Code section 411(d)(3), is made solely by reference to the rules of Code sections 411(d)(3) and 413(c)(3).

ARTICLE 5 LIMITATIONS ON CONTRIBUTIONS**Section 5.01 ANNUAL LIMITATION ON ELECTIVE DEFERRALS**

- (a) Amount. Notwithstanding anything herein to the contrary, elective deferrals (as defined in Code section 402(g)) made under this Plan, or any other qualified plan maintained by the Employer may not exceed the lesser of (a) the applicable dollar amount established under Code section 402(g)(1)(B) or (b) the Participant's Compensation for the calendar year.
- (b) Special Long Service Catch-up. If elected by the Plan Sponsor in the Adoption Agreement and if a Participant is eligible for the Special Long Service Catch-up Contribution the applicable dollar amount established under Code section 402(g)(1)(B) is increased by the amount of Special Long Service Catch-up Contribution the Participant is eligible to make.
- (c) Age 50 Catch-up. If elected by the Plan Sponsor in the Adoption Agreement and if a Participant is eligible to make Age 50 Catch-up Contributions the applicable dollar amount established under Code section 402(g)(1)(B) is increased by amount specified in Code section 414(v), as adjusted for cost of living.
- (d) Coordination of Catch-ups. Amounts in excess of the limitation set forth in Section 5.01(a) will be allocated first to the special Long Service Catch-up Contribution and next as an Age 50 Catch-up Contribution. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.
- (e) Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 5.01, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g)), then this Plan and all such other plans will be considered as one plan for purposes of applying the foregoing limitations of this Section. For this purpose, the Administrator will take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (f) Refund of Excess Elective Deferrals. In the event that Elective Deferrals under this Plan when added to a Participant's other elective deferrals under any other plan or arrangement (whether or not maintained by the Employer) exceed the limit described in the preceding Subsection, the Plan Administrator shall distribute, by April 15 of the following calendar year, the excess amount of Elective Deferrals plus income thereon.
 - (1) The income/loss allocable to excess deferrals is equal to the sum of the allocable gain or loss for (i) the Plan Year and, (ii) effective as of such date as specified in a prior document, the "gap period" (i.e., the period after the close of the Plan Year and prior to the distribution). Income for the gap period shall be the allocable gain or loss during that period to the extent that the excess deferrals would otherwise be credited with gain or loss if the total Account were to be distributed. The Plan Administrator may use any reasonable method for computing the income allocable to excess deferrals, provided that the method does not violate Code section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts. The Plan will not fail to use a reasonable method for computing the income allocable to excess deferrals merely because the income allocable to excess deferrals is determined on a date that is no more than 7 days before the actual distribution. In addition, the Plan Administrator may allocate income in any manner permitted under Treas. Reg. section 1.401(k)-2(b)(2)(iv).
 - (2) Any refunds of Elective Deferrals that exceed the dollar limitation contained in Code section 402(g) shall be adjusted for income or loss up to the date of distribution. Effective for taxable years beginning after December 31, 2007, gap period income described in this Subsection shall not be distributed. The income/loss allocable to excess deferrals is equal to the sum of the allocable gain or loss for the Plan Year and, to the extent that such excess deferrals would otherwise be credited with gain or loss for the gap period (i.e., the period after the close of the Plan Year and prior to the distribution) if the total Account were to be distributed, the allocable gain or loss during that period. The Plan Administrator may use any reasonable method for computing the income allocable to excess deferrals, provided that the method does not violate Code section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts. The Plan will not fail to use a reasonable method for computing the income allocable to excess contributions merely because the income allocable to excess contributions is determined on a date that is no more than 7 days before the actual distribution. In addition, the Plan Administrator may allocate income in any manner permitted under applicable Treasury Regulations.

A Participant's claim that the excess was caused by elective deferrals made under a plan or arrangement not maintained by the Employer shall be made in writing and shall be submitted to the Plan Administrator no later than the date specified by the Plan Administrator following the calendar year in which such deferrals occurred. For purposes of determining the necessary reduction, if the Plan permits Roth Elective Deferrals, the Plan Administrator shall determine the ordering rule for refunds of Excess Elective Deferrals. Such ordering rule may provide that the Participant may elect to have refunds made either from his Pre-Tax Elective Deferrals or Roth Elective Deferrals or any combination thereof.
- (g) Forfeiture of Matching Contributions Related to Excess Elective Deferrals. In the event a Participant receives a distribution of excess

Elective Deferrals pursuant to Subsection (b), the Participant will forfeit any Matching Contributions (plus income thereon) allocated to the Participant by reason of the distributed Elective Deferrals. Elective Deferrals not taken into account in determining Matching Contributions under Section 4.02 will be treated as being reduced first. Amounts forfeited will be used to restore forfeitures, reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4 or to pay Plan expenses.

Section 5.02 **MAXIMUM AMOUNT OF ANNUAL ADDITIONS**

- (a) Maximum Permissible Amount. For Limitation Years beginning on or after January 1, 2002, the maximum permissible amount is the lesser of:
- (1) \$40,000, as adjusted for increases in the cost-of-living under Code section 415(d); or
 - (2) 100% of the Participant's Compensation for the Limitation Year. The Compensation limit referred to in this Subsection (b)(2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. Notwithstanding the preceding sentence, Compensation for purposes of Section 5.02 for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

- (b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.02(a).
- (c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.02(a). For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).
- (d) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.02(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy section 5.02(c). The notice will advise Participants that the application of the limitations in section 5.02(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code section 403(b). The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.
- (e) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Prototype Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 5.02(a), reduced by the Annual Additions credited to the Participant under any other Section 403(b) Prototype Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.
- (f) Excess Annual Additions.
- (1) If, notwithstanding sections 5.02(b) through 5.02(e), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under sections 5.02(b) and 5.02(c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.
 - (2) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) Prototype Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:
 - (A) the total Excess Annual Addition credited as of such date, times
 - (B) the ratio of
 - (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to

ARTICLE 5 LIMITATIONS ON CONTRIBUTIONS

- (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Prototype Plans of the Employer.
- (C) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 1.8.
- (g) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Prototype Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Prototype Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with sections 5.02(e) and 5.02(f) as though the other plan were a Section 403(b) Prototype Plan unless the Employer provides other limitations in the Adoption Agreement.
- (h) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which Code section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

ARTICLE 6 VESTING**Section 6.01** **PARTICIPANT CONTRIBUTIONS**

A Participant will have a fully (100%) vested and nonforfeitable interest in his Elective Deferral Account, Voluntary Contribution Account, Mandatory After-Tax Contribution Account, Mandatory Pre-Tax Contribution Account, Qualified Non-Elective Contribution Account, and Rollover Contribution Account.

Section 6.02 **EMPLOYER CONTRIBUTIONS**

The Participant's interest in his Matching Contribution Account and Non-Elective Contribution Account will vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

For purposes of the Adoption Agreement, "2-6 Year Graded", "1-5 Year Graded", "1-4 Year Graded", "3 Year Cliff" and "2 Year Cliff" will be determined in accordance with the following schedules:

	Years of Vesting Service	Vesting Percentage
"2-6 Year Graded":	Less than Two Years	0%
	Two Years but less than Three Years	20%
	Three Years but less than Four Years	40%
	Four Years but less than Five Years	60%
	Five Years but less than Six Years	80%
	Six or More Years	100%
"1-5 Year Graded":	Less than One Year	0%
	One Year but less than Two Years	20%
	Two Years but less than Three Years	40%
	Three Years but less than Four Years	60%
	Four Years but less than Five Years	80%
	Five or More Years	100%
"1-4 Year Graded":	Less than One Year	0%
	One Year but less than Two Years	25%
	Two Years but less than Three Years	50%
	Three Years but less than Four Years	75%
	Four or More Years	100%
"3 Year Cliff":	Less than Three Years	0%
	Three or More Years	100%
"2 Year Cliff":	Less than Two Years	0%
	Two or More Years	100%

Section 6.03 **FORFEITURES**

- (a) Participants Receiving a Distribution. A Participant who receives a distribution of the value of the entire vested portion of his Account will forfeit the nonvested portion of such Account. For purposes of this Section, if the value of a Participant's vested Account balance is zero upon Termination, the Participant will be deemed to have received a distribution of such vested Account. A Participant's vested

Account balance will not include accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B) for Plan Years beginning prior to January 1, 1989. If the Participant elects to the extent permitted by Article 7 to have distributed less than the entire vested portion of the Account balance derived from Employer contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer contributions and the denominator of which is the total value of the vested Employer-derived Account balance. No forfeitures will occur solely as a result of a Participant's withdrawal of employee contributions.

- (b) **Participants Not Receiving a Distribution.** The nonvested portion of the Account balance of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Account will be forfeited after the date he incurs five consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method).
- (c) **Reemployment.**
 - (1) **Before Five One-Year Breaks.** If a Participant receives or is deemed to receive a distribution pursuant to this Section and the Participant resumes employment covered under this Plan, the Participant's Employer-derived Account balance will be restored to the amount on the date of distribution if the Participant repays to the Plan the full amount of the distribution attributable to Employer contributions before the earlier of 5 years after the first date on which the Participant is subsequently reemployed by the Employer, or the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) following the date of the distribution. If a zero-vested Participant is deemed to receive a distribution pursuant to this Section, and the Participant resumes employment covered under this Plan before the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method), upon the reemployment of such Participant, the Employer-derived Account balance of the Participant will be restored to the amount on the date of such deemed distribution. Forfeitures that are restored pursuant to the foregoing will be accomplished by an allocation of forfeitures, or if such forfeitures are insufficient, by a special Employer contribution.
 - (2) **After Five One-Year Breaks.** If a Participant resumes employment as an Eligible Employee after forfeiting the nonvested portion of his Account balance after 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) and is not fully vested upon reemployment, the Participant's Account balance attributable to his pre-break service will be kept separate from that portion of his Account balance attributable to his post-break service until such time as his post-break Account balance becomes fully vested.
- (d) **Disposition of Forfeitures.** Amounts forfeited from a Participant's Account under this Section will be used to restore forfeitures, reduce Adopting Employer contributions (or reallocate as Adopting Employer contributions) made pursuant to Article 4 or to pay Plan expenses.
- (e) **Vesting Following In-Service Withdrawals or Payment in Installments.** If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100 percent of his Account derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the Account:
 - (1) A separate account will be established for the Participant's interest in the Plan as of the time of the distribution, and
 - (2) At any relevant time the Participant's nonforfeitable portion of the separate account will be equal to an amount ("X") determined by the formula:

$$X = P(AB + (R \times D)) - (R \times D)$$

For purposes of applying the formula: P is the nonforfeitable percentage at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution, and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

ARTICLE 7 DISTRIBUTIONS

Section 7.01 COMMENCEMENT OF DISTRIBUTIONS

- (a) Normal Retirement. A Participant, upon attainment of Normal Retirement Age, will be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 7.02.
- (b) Late Retirement. If a Participant continues in the employ of the Adopting Employer beyond his Normal Retirement Age, his participation under the Plan will continue, and his benefits under the Plan will commence following his actual Termination of Employment pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Normal Retirement Age but before actual retirement, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election will state the date upon which distribution of benefits is to commence and will be effective upon delivery to the Plan Administrator.
- (c) Disability Retirement. If a Participant becomes Disabled, he will become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.
- (d) Death. If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 7.04 will become entitled to receive the Participant's vested Account pursuant to Section 7.02.
- (e) Termination of Employment. A Participant will become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.
- (f) Retirement. Unless otherwise elected, benefit payments under the Plan will begin to a Participant not later than the 60th day after the latest of the close of the Plan Year in which:
 - (1) the Participant attains Normal Retirement Age;
 - (2) occurs the 10th anniversary of the year in which his participation commenced; or
 - (3) the Participant has a Termination of Employment.

Section 7.02 TIMING AND FORM OF DISTRIBUTIONS

- (a) Distribution for Reasons Other Than Death. If a Participant's Account balance becomes distributable pursuant to Section 7.01 for any reason other than death and such amount is not required to be distributed in the form of a Qualified Joint and Survivor Annuity pursuant to Section 7.09, payment of his vested Account will commence at such times and will be payable in the form and at such times as specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, a Participant may elect to have the Plan Administrator apply his entire Account toward the purchase of an Annuity Contract. The terms of such Annuity Contract will comply with the provisions of this Plan and any Annuity Contract will be nontransferable and will be distributed to the Participant.

The method of distribution will be selected by the Participant on a form prescribed by the Plan Administrator. If no such selection is made by the Participant, payment will be made in the form of a lump sum distribution unless payment is required to be made in the form of a Qualified Joint and Survivor Annuity pursuant to Section 7.09.

- (b) Distribution on Account of Death. Distribution on account of death will occur as provided in the Adoption Agreement. To the extent the Adoption Agreement permits payment in a form other than a lump sum, if a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account may be maintained for each Beneficiary.
- (c) The distributable amount of a Participant's Account is the vested portion of his Account as of the Valuation Date coincident with or next preceding the date distribution is made to the Participant or Beneficiary as reduced by any subsequent distributions, withdrawals or loans.
- (d) Ordering Rule. The Plan Administrator will determine the ordering rules for distributions; provided that such ordering rules are nondiscriminatory. Such ordering rules may provide that the Participant may elect to have payments made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such accounts and any other Account.

Section 7.03 CASH-OUT OF SMALL BALANCES

- (a) Vested Account Balance Does Not Exceed \$5,000. Notwithstanding the foregoing, if involuntary cash-out is selected in the Adoption Agreement and the vested amount of an Account payable to a Participant or Beneficiary does not exceed \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury regulations), such vested Account shall be paid in a lump sum.
- (b) Vested Account Balance Exceeds \$5,000. If the value of a Participant's vested Account balance exceeds \$5,000 or such lesser amount as

specified in the Adoption Agreement, the Account balance is immediately distributable, the Participant must consent to any distribution of such Account balance. Notwithstanding the foregoing and unless otherwise specified in the Adoption Agreement, payments will commence as of the Participants Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent will be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator will notify the Participant of the right to defer any distribution until the date specified in the Adoption Agreement until his Required Beginning Date, including a description of the consequences of failing to defer receipt of the distribution. The Plan will not be treated as failing to meet these notice requirements if the Plan administrator makes a reasonable attempt to comply with the new requirements during the period that is within 90 days of the issuance of regulations. Such notification will include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and will be provided no less than 30 days and no more than 180 days prior to the Annuity Starting Date. Except to the extent provided in Section 7.09, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant will be paid in a single sum except to the extent provided in Section 7.09.

- (c) For purposes of this Section 7.03, the Participant's vested Account balance will not include amounts attributable to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B).
- (d) Required Distributions. Consent of the Participant or his spouse will not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9), 401(m), 402(g) or 415. In addition, upon termination of this Plan the Participant's Account balance shall be distributed to the Participant in a lump sum distribution unless payment is made in the form of a Qualified Joint and Survivor Annuity pursuant to Section 7.09. However, if the Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)), then the Participant's Account balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.
- (e) Written Explanation of Right to Direct Rollover. The Plan Administrator shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code section 402(f).
- (f) This Section 7.03(f) will apply if elected by the Plan Sponsor in the Adoption Agreement and will be effective January 1, 2002 unless otherwise specified in the Adoption Agreement. For purposes of this Section 7.03, the Participant's vested Account balance will not include that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 7.04 BENEFICIARY

- (a) Beneficiary Designation Right. Each Participant, and if the Participant has died, the Beneficiary of such Participant, will have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon such individual's death. To the extent that a Participant's Account is not subject to Section 7.09, the spouse of a married Participant will be the sole primary beneficiary of such Participant unless the requirements of Subsection (b) are met. To the extent that a Participant's Account is subject to Section 7.09, the spouse of a married Participant will be the beneficiary of 100% of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 7.09. All Beneficiary designations will be in writing in a form satisfactory to the Plan Administrator and will only be effective when filed with the Plan Administrator during the Participant's lifetime (or if the Participant has died, during the lifetime of the Beneficiary of such Participant who desires to designate a further Beneficiary). Except as provided in Section 7.04(b) or Section 7.09, as applicable, each Participant (or Beneficiary) will be entitled to change his Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.
- (b) Form and Content of Spouse's Consent. To the extent that a Participant's Account is not subject to Section 7.09 the Participant may designate a Beneficiary other than his spouse pursuant to this Subsection if: (i) the spouse has waived the spouse's right to be the Participant's Beneficiary in accordance with this Subsection, (ii) the Participant has no spouse, or (iii) the Plan Administrator determines that the spouse cannot be located or such other circumstances exist under which spousal consent is not required, as prescribed by Treasury regulations. If required, such consent: (i) will be in writing, (ii) will relate only to the specific alternate beneficiary or beneficiaries designated (or permits beneficiary designations by the Participant without the spouse's further consent), (iii) will acknowledge the effect of the consent, and (iv) will be witnessed by a plan representative or notary public. Any consent by a spouse, or establishment that the consent of a spouse may not be obtained, will not be effective with respect to any other spouse. Any spousal consent that permits subsequent changes by the Participant to the Beneficiary designation without the requirement of further spousal consent will acknowledge that the spouse has the right to limit such consent to a specific Beneficiary, and that the spouse voluntarily elects to relinquish such right.
- (c) In the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated

primary and secondary Beneficiaries, the death benefit will be payable to the Participant's spouse or, if there is no spouse, to the Participant's estate.

Section 7.05 MINIMUM DISTRIBUTION REQUIREMENTS

- (a) General Rules.
 - (1) Effective Date. Subject to Section 7.09, the requirements of this Section shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan.
 - (2) Construction. All distributions required under this Section shall be determined and made in accordance with the regulations under Code section 401(a)(9) and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G). Nothing contained in this Section shall be deemed to create a type of benefit (e.g., installment payments, lump sum within five years or immediate lump sum payment) to any class of Participants and/or Beneficiaries that is not otherwise permitted by the Plan.
 - (3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:
 - (A) the life of the Participant;
 - (B) the joint lives of the Participant and a designated Beneficiary;
 - (C) a period certain not extending beyond the life expectancy of the Participant; or
 - (D) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.
 - (4) If the Participant's Account Balance is distributed as an annuity, the distribution periods described above cannot exceed the periods specified in Treasury Regulation section 1.401(a)(9)-6. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Treasury Regulation section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Code section 1.401(a)(9)-6.
- (b) Time and Manner of Distribution.
 - (1) Required Beginning Date. Unless an earlier date is specified in Section 7.02(b), the Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
 - (2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless an earlier date is specified in Section 7.02(b), distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, unless otherwise specified in Section 7.02(b), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death unless an earlier date is specified in Section 7.02(b).
 - (D) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this Subsection (b)(2), other than Subsection (b)(2)(i), will apply as if the surviving spouse were the Participant except as otherwise provided in Section 7.02(b).
 For purposes of this Subsection (b)(2) and Subsection (d), unless Subsection (b)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.
 - (3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) to the extent otherwise permitted by the Plan. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code 401(a)(9) and the regulations.
- (c) Required Minimum Distributions During Participant's Lifetime.
 - (1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. The amount of the Required Minimum

Distribution can be either be determined separately for each investment arrangement owned by the Participant as a Participant (and not as a beneficiary) or the Participant may choose to aggregate all investment arrangements which they own as a Participant. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (A) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-2 using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- (B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

- (2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and continuing up to, and including, the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

(1) Death On or After Date Distributions Begin.

- (A) If the Participant's Account balance is distributed as an annuity and the Participant dies on or after required payments begin, the remaining portion of the Participant's Account balance will continue to be distributed under the contract option chosen.
- (B) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
 - (i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (C) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Death Before Date Distributions Begin.

- (A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (d)(1).
- (B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(2)(i), this Subsection (d)(2) will apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) Designated Beneficiary. The individual who is designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code section 401(a)(9) and Treas. Reg. section 1.401(a)(9)-4.
- (2) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the

Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Subsection (b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

- (3) Life expectancy. Life expectancy is computed by use of the Single Life Table in Treas. Reg. section 1.401(a)(9)-9, Q&A-1.
- (4) Participant's Account Balance. The Account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (f) Application of Five Year Rule.
 - (1) To the extent permitted in Section 7.02(b), if the Participant dies before distributions are required to begin and there is a designated Beneficiary, distributions to the designated Beneficiary are not required to begin by the date specified in Subsection (b)(2), but the Participant's entire interest may be distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.
 - (2) To the extent permitted in Section 7.02(b), Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Subsections (b)(2), (d)(2) and (g)(1) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Subsections (b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Subsections (b)(2), (d)(2) and (g)(1).

Section 7.06

DIRECT ROLLOVERS

- (a) In General. This Section applies to distributions made after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner), a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This Paragraph shall be subject to Code sections 401(a)(31) and 402(f); Treas. Reg. sections 1.401(a)(31)-1, 1.402(c)-2 and 1.401(k)-1(f); and IRS Notices 2005-5, 2008-30, 2009-69, and 2009-75.

A non-spouse Beneficiary who is a designated Beneficiary within the meaning of Code section 401(a)(9)(E) may, after the death of the Participant, make a direct rollover of a distribution to an IRA established on behalf of the designated Beneficiary; provided the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such direct rollovers shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in Q&A-17 regarding required minimum distributions. Effective January 1, 2010, the distributions described in this Paragraph shall be subject to Code sections 401(a)(31), 402(f) and 3405(c).

- (b) Direct Rollovers of Roth Elective Deferral Accounts. If any portion of an eligible rollover distribution is attributable to payments or distributions from a Roth Elective Deferral Account, an eligible retirement plan will only include another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A and only to the extent the rollover is permitted under the rules of Code section 402(c). The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year. The provisions of this Section that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 are applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the

Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

- (c) Automatic Rollover. In the event of a mandatory distribution greater than \$1,000 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) in accordance with the provisions of Section 7.03, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Article 7, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. Eligible rollover distributions from a Participant's Roth Elective Deferral Account are separately taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.
- (d) Written Explanation of Right to Direct Rollover. The Plan Administrator shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code section 402(f).

Section 7.07 MINOR OR LEGALLY INCOMPETENT PAYEE

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments will be considered a payment to such Participant or Beneficiary and will, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

Section 7.08 MISSING PAYEE

If all or any portion of the distribution payable to a Participant or Beneficiary remains unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after making reasonable efforts to contact the Participant or Beneficiary (which may include, but not be limited to, sending a registered letter, return receipt requested, to the last known address of such Participant or Beneficiary; and/or a commercial locating service) the Plan Administrator may use a reasonable method to remove the assets from the Plan that is consistent with ERISA and the Code. Such methods may include, but not be limited to, (a) creating an individual retirement plan designated by the Plan Administrator; or (b) if, for a period of more than five years after such distribution becomes payable or six months after all attempts to locate the Participant or Beneficiary, the Plan Administrator is still unable to ascertain the whereabouts of the Participant or Beneficiary, the amount so distributable may be treated as a forfeiture under Article 6 hereof. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit pursuant to clause (b) of the preceding sentence, such benefit shall be reinstated without any credit or deduction for earnings and losses. Amounts forfeited from a Participant's Account under this Section shall be used pursuant to Section 6.03(d).

Section 7.09 JOINT AND SURVIVOR ANNUITIES

- (a) Application. Notwithstanding any provision to the contrary, this Section 7.09 will only apply (1) if the Adoption Agreement indicates this plan is subject to the Retirement Equity Act requirements, (2) to the portion of their Account Balance for which a Participant elects benefits in the form of a single life annuity; or (3) to the portion of the Participant's Transfer Account attributable to funds subject to the survivor annuity requirements of ERISA section 205 that were transferred from another plan (or to such other Accounts if the amounts were subject to such survivor annuities and were not separately accounted for). This Section will only apply if the Participant's Account exceeds \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury Regulations). Unless otherwise specified in the Adoption Agreement and if elected by the Plan Sponsor in the Adoption Agreement, for purposes of this Section 7.09(a), the Participant's vested Account balance will not include that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).
- (b) Qualified Joint and Survivor Annuity. Unless otherwise elected pursuant to Subsection (d) below, a Participant's vested Account balance, to the extent provided in Subsection (a) above, will be paid to him by the purchase and delivery of an annuity in the form of a Qualified Joint and Survivor Annuity. Effective for Annuity Starting Dates in Plan Years beginning after December 31, 2007, to the extent that the Plan must offer a Qualified Joint and Survivor Annuity, the Plan shall also offer a Qualified Optional Survivor Annuity as another optional form of benefit.

A Participant may waive the Qualified Joint and Survivor Annuity during a period that begins on the first day of the 180-day period ending on the Annuity Starting Date and ends on the later of the Annuity Starting Date or the 30th day after the Plan Administrator provides the Participant with a written explanation of the Qualified Joint and Survivor Annuity. The Plan Administrator shall no less than 30 days and no more than 180 days prior to the Annuity Starting Date provide each Participant a written explanation of: (1) the terms and conditions of a Qualified Joint and Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the

Qualified Joint and Survivor Annuity form of benefit; (3) the rights of a Participant's spouse; (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity; and (5) the relative values of the various optional forms of benefits under the Plan pursuant to Treas. Reg. section 1.417(a)(3)-1(c)(2).

The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) a form of distribution other than a Qualified Joint and Survivor Annuity; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (3) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

- (c) **Qualified Preretirement Survivor Annuity.** Unless otherwise elected within the applicable election period and to the extent provided in Subsection (a) above, if a Participant dies before the Annuity Starting Date then at least 50% of the Participant's vested Account balance shall be applied toward the purchase of an annuity for the life of the surviving spouse which shall be distributed to the spouse. The surviving spouse may direct the commencement of payments under the qualified preretirement survivor annuity within a reasonable time after the Participant's death. The terms of such annuity contract shall comply with the provisions of this Plan and the annuity contract shall be nontransferable. The applicable election period shall be the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which he attains age 35, the election period shall begin on the date of separation. A Participant who has not yet attained age 35 may waive the annuity specified in this Subsection (c) provided that (1) the Participant receives a written explanation pursuant to the following paragraph and (2) such election is not effective as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Subsection. Notwithstanding anything in this Section to the contrary, the surviving spouse may elect, in writing, to have the Account balance be distributed pursuant to Section 7.02(b).

The Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the annuity described in this Subsection (c) in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection (b) applicable to a Qualified Joint and Survivor Annuity. The applicable period for a Participant is whichever of the following periods ends last: (1) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (2) a reasonable period ending after the individual becomes a Participant; or (3) within a reasonable period ending after Termination of Employment in the case of a Participant who separates from service before attaining age 35.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (2) and (3) is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. If a Participant who separates from service before the Plan Year in which he attains age 35 thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

- (d) **Elections.**

Any waiver of the annuities described in Subsections (b) and (c) above shall not be effective unless: (1) the Participant's spouse consents in writing to the election; (2) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (3) the spouse's consent acknowledges the effect of the election; and (4) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no spouse (within the meaning of Code section 417) or that the spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Subsections (b) and (c).

For purposes of determining a Participant's spouse, the Plan Administrator shall apply the one-year rule in Code section 417(d), Treas. Reg.

section 1.401(a)-20 to the extent selected in the Adoption Agreement.

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Section 8.01 **HARDSHIP**

- (a) Hardship. A Participant may receive a distribution on account of hardship from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant will only be permitted to receive a hardship distribution pursuant to this Section 8.01 from Accounts that are fully vested. In addition, an employee must obtain all other currently available distributions (including a distribution of ESOP dividends under Code section 404(k)) before receiving a hardship distribution. Notwithstanding the foregoing, hardship withdrawals cannot exceed the aggregate dollar amount of the Elective Deferrals under contract, excluding income, reduced by the amount of any previous distributions previously made from the contract.
- (b) Hardship - Safe Harbor. If the Adoption Agreement provides that the Plan has adopted safe harbor criteria for hardship withdrawal the following will apply:
 - (1) Immediate and Heavy Financial Need. A hardship distribution will only be made upon the finding of an immediate and heavy financial need where such Participant lacks other available resources. The following are the only financial needs considered immediate and heavy:
 - (A) Expenses for (or necessary to obtain) medical care (as defined in Code section 213(d)) for the Employee, the Employee's spouse, Beneficiary 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));
 - (B) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);
 - (C) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, or the Employee's spouse, children, Beneficiary, dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));
 - (D) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;
 - (E) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, children, Beneficiary 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));
 - (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); or
 - (G) Other expenses as provided by the Commissioner as specified in Treas. Reg. section 1.401(k)-1(d)(3)(v).
 - (2) Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:
 - (A) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer;
 - (B) All plans maintained by the Employer provide that the Participant's Elective Deferrals (and after-tax contributions) will be suspended for six months after the receipt of the hardship distribution; and
 - (C) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).
- (c) Hardship - Non Safe Harbor. If the Adoption Agreement provides that the Plan has not adopted the safe harbor criteria for hardship the following will apply:
 - (1) Immediate and Heavy Financial Need. A hardship distribution will only be made upon the finding of an immediate and heavy financial need where such Participant lacks other available resources. Whether a Participant has an immediate and heavy financial need is to be determined based on all relevant facts and circumstances. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need and a distribution made to a Participant for the purchase of a boat or television would not constitute a distribution made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant.
 - (2) Amount Necessary to Satisfy Need. A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant to the extent the amount of the distribution is in excess of the amount required to relieve the financial need or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all relevant facts and circumstances. For purposes of this Paragraph, the Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A vacation home jointly owned (regardless of the nature of legal title) by the Participant and the Participant's spouse will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not treated as a resource of the Participant. The amount of an immediate and heavy financial need may include any

amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A distribution generally may be treated as necessary to satisfy a financial need if the Employer relies upon the Participant's written representation, unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

- (A) Through reimbursement or compensation by insurance or otherwise;
- (B) By liquidation of the Participant's assets;
- (C) By cessation of all Participant contributions under the Plan; or
- (D) By other distributions or nontaxable (at the time of the loan) loans from Plans maintained by the Employer or by any other employer, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need.

For purposes of this Paragraph, a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

Section 8.02 SPECIFIED AGE

A Participant may receive a distribution on attainment of a specified age from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant will only be permitted to receive a specified age distribution pursuant to this Section 8.02 from Accounts that are fully vested.

Section 8.03 SPECIFIED AGE AND SERVICE

A Participant may receive a distribution on attainment of a specified age and specified service from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant will only be permitted to receive a specified age and specified service distribution pursuant to this Section 8.03 from Accounts that are fully vested.

Section 8.04 OTHER WITHDRAWALS

- (a) **After a Period Certain.** To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Matching Contribution to the extent that such Account has been invested in Annuity Contracts (Annuity Contract Matching Contribution Account) and his Non-Elective Contribution Account to the extent that such Account has been invested in Annuity Contracts (Annuity Contract Non-Elective Contribution Account) which has accumulated for at least twenty-four (24) months; and an individual who has been a Participant for five (5) or more Plan Years will be entitled to receive a distribution of his Annuity Contract Matching Contribution Account and Annuity Contract Non-Elective Contribution Account regardless of the length of time the funds have accumulated. Unless otherwise specified in the Adoption Agreement, a Participant will only be permitted to receive a distribution pursuant to this Section 8.04(a) from Accounts that are fully vested. Notwithstanding the foregoing, a Participant may receive a distribution from his Annuity Contract Matching Contribution Account only to the extent such account has not been used to satisfy the requirements of Code section 401(m)(11) or 401(m)(12).
- (b) **At Any Time.** To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Annuity Contract Voluntary Contribution Account and his Rollover Contribution Account at any time.
- (c) **Qualified Reservist Distributions.** To the extent Qualified Reservist Distributions are provided for in the Adoption Agreement, as provided in Code section 72(t)(2)(G)(iii), Notice 2010-15 and any superseding guidance, the following shall apply:
 - (1) For purposes of Code section 401(k)(2)(B)(i) (distributions of Elective Deferrals), a Participant who is a member of the reserves who has been ordered or called to active duty for a period of more than 179 days or for an indefinite period may receive a distribution during such active duty period.
- (d) **Deemed Severance Distributions.** To the extent Deemed Severance Distributions are provided for in the Adoption Agreement, as provided in Code section 414(u)(12)(B), Notice 2010-15 and any superseding guidance, the following shall apply:
 - (1) For purposes of Code section 401(k)(2)(B)(i)(I) (distributions of Elective Deferrals), a Participant performing service in the uniformed services while on active duty for a period of more than 30 days will be treated as having terminated from employment during any period the Participant is performing services described in Code section 3401(h)(2)(A).
 - (2) If a Participant elects to receive a distribution by reason of Subsection (d), the Participant may not make an Elective Deferral or Voluntary Contribution during the 6-month period beginning on the date of distribution.
- (e) **IRS Levy.** The Plan Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the IRS with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- (f) **Qualified Domestic Relations Order.** If a Qualified Domestic Relations Order is received by the Plan Administrator then the amount of the

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Participant's Account Balance awarded to an Alternate Payee will be paid only if such domestic relations order is determined by the Plan Administrator to be a Qualified Domestic Relations Order, or any domestic relations order entered before January 1, 1985.

Section 8.05 TRANSFER ACCOUNT

A Participant may receive a distribution from his Transfer Account as permitted under the terms of any plan from which funds in such Account were transferred to the extent that such optional forms of benefit must be preserved pursuant to ERISA section 204(g)(1).

Section 8.06 RULES REGARDING IN-SERVICE DISTRIBUTIONS

- (a) Frequency and Amount of Withdrawals. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals; provided, that no procedures involving minimum amounts will prescribe a minimum withdrawal greater than \$1,000; provided, however that if the Plan is a FICA Church Plan or a Governmental Plan, the Plan Administrator may establish other minimum withdrawal limits.
- (b) Form of Withdrawals. Unless otherwise provided in the Adoption Agreement, all distributions of amounts withdrawn pursuant to Sections 8.01, 8.02, 8.03, and 8.04 will be made in the form of a lump sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions will be paid in cash or in-kind.
- (c) Active Employment. Only Employees will be eligible to receive in-service distributions pursuant to this Article 8.
- (d) Rule for Pre-1989 Elective Deferrals and Custodial Accounts. Withdrawal restrictions on amounts held as of the close of the taxable year beginning before January 1, 1989 relating to Elective Deferrals and Custodial Accounts will be determined pursuant to the law in effect at that time.
- (e) Transfer Account. A Participant may receive a distribution from the vested portion of his Transfer Account only to the extent such account was not transferred from a qualified plan subject to ERISA section 205.
- (f) Ordering Rules. The Plan Administrator will determine the ordering rules for in-service distributions. Such ordering rules may provide that the Participant may elect to have payments made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such accounts and any other Account.

Section 8.07 LOANS

- (a) Eligible Participants. If allowed in the Adoption Agreement, a Participant may apply for a loan from the Plan and the provisions of Code section 72(p) and Treas. Reg. section 1.72(p)-1 shall apply to the Plan and are hereby incorporated by reference. The Plan Administrator may provide that a loan may only be granted for the purpose of enabling the Participant to meet a financial hardship or an unusual or special situation in his financial affairs. Loans shall only be granted pursuant to the terms of this Section to persons who the Plan Administrator determines have the ability to repay the loan. Loans shall not be made available to Participants who are or were Highly Compensated Employees in an amount greater than the amount available to other Participants, and loans shall be made available to all Participants on a nondiscriminatory and reasonably equivalent basis.
- (b) Maximum Loan Amount. No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:
 - (1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or
 - (2) one-half the present value of the vested Account balance of the Participant or, if greater and so provided by the Plan Administrator, the total vested Account balance up to \$10,000; provided that additional security is given to the extent such loan exceeds 50% of the vested Account balance.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated.

- (c) Loan Term and Amortization. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If so provided by the Plan Administrator, a loan term may extend beyond five years if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.
- (d) Minimum Loan Amount - Maximum Number of Loans. The Plan Administrator shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.
- (e) Interest Rate. Interest shall be charged at a rate to be fixed by the Plan Administrator and, in determining the interest rate, the Plan Administrator shall take into consideration interest rates currently being charged on similar commercial loans by persons in the business of lending money.
- (f) Security. All loans shall be secured by no more than one-half of the vested portion of the Participant's Accounts (determined immediately

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered investments and shall be segregated as provided in Article 9 hereof unless the Plan Administrator provides otherwise.

- (g) Repayment. Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).
- (h) Loan Fees. Fees properly chargeable in connection with a loan may be charged, in accordance with a uniform and nondiscriminatory policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.
- (i) Default. In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.
- (j) Loan Procedures. The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans under this Article 8.
- (k) Ordering Rules. The Plan Administrator shall determine from which Accounts a Participant may receive a loan and the ordering rules for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such Accounts and any other Account.
- (l) Spousal Consent. If Section 7.09 applies or if so provided by the Plan Administrator, a Participant must obtain the consent of his or her spouse, if any, to use the Account balance as security for a loan. Spousal consent shall be obtained no earlier than the beginning of the 180-day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Account balance is used for renegotiation, extension, renewal, or other revision of the loan.

If Section 7.09 applies and a valid spousal consent has been obtained, then, notwithstanding any other provision of this Plan, the portion of the Participant's vested Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than 100% of the Participant's vested Account balance (determined without regard to the preceding sentence) is payable to the surviving spouse, then the Account balance shall be adjusted by first reducing the vested Account balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the surviving spouse.

Section 8.08 TRANSFERS FROM THE PLAN

- (a) At the direction of the Employer, the Administrator may transfer all or any portion of any Account Balance to another plan that satisfies Code section 403(b) in accordance with Treas. Reg. section 1.403(b)-10(b)(3). A transfer is permitted under this Section 8.08 only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries. Each Participant and Beneficiary will have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) The other plan will, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b), impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan by application of the Code, ERISA or other applicable law. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan will treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
- (c) Upon the transfer of assets under this Section 8.08, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan will be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.08 (for example, to confirm that the receiving plan satisfies Code section 403(b) and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.403(b)-10(b)(3) of the Income Tax Regulations.

Section 8.09 PERMISSIVE SERVICE CREDIT TRANSFERS

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 8.09 may be made before the Participant has Terminated.

- (b) A transfer may be made under this Section 8.09 only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).
- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan will treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

ARTICLE 9 INVESTMENT AND VALUATION OF FUND

Section 9.01 **INVESTMENT OF ASSETS**

All existing assets of the Fund and all future contributions will be invested in applicable Funds. Except to the extent that they are inconsistent with the terms of the Plan, the terms and conditions of each Fund are hereby incorporated herein by reference. In the event of any conflict between the terms of the Plan and the terms of the Funds under the Plan (or any other documents incorporated by reference), the terms of the Plan shall govern.

The Plan Administrator will maintain a list of all Funds under the Plan. Such list is hereby incorporated as part of the Plan. Each Fund and the Administrator will exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a fund which is not eligible to receive contributions under the Plan, the Employer will keep the fund informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 9.02 **PARTICIPANT SELF-DIRECTION**

- (a) In General. To the extent provided for in the Adoption Agreement and to the extent permitted by each applicable Fund, the Plan Administrator may permit Participants to direct the investment of their Accounts pursuant to this Section 9.02. Any Participant self-direction will be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.
- (b) Investment Elections. To the extent provided in Subsection (a), each Participant will direct in the form and manner and at the time or times prescribed by the Plan Administrator the percentage of the applicable Accounts to be invested in one or more of the available Funds, subject to such rules and limitations as the Plan Administrator may prescribe. After the death of the Participant, a Beneficiary will be entitled to make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.
- (c) Loans. If the Adoption Agreement does not permit Participant self-direction, any assets that are held in the form of a Participant loan made pursuant to Article 8 will be treated as a segregated investment unless otherwise provided in the Adoption Agreement.

Section 9.03 **INDIVIDUAL ACCOUNTS**

To the extent provided in the Adoption Agreement, there will be maintained on the books of the Plan with respect to each Participant, as applicable, a Pre-Tax Elective Deferral Account, Roth Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Voluntary Contribution Account, Mandatory After-Tax Contribution Account, Mandatory Pre-Tax Contribution Account, Rollover Contribution Account, Qualified Non-Elective Contribution Account, Transfer Account, and any other Account established by the Plan Administrator. Each such Account will separately reflect the Participant's interest in the Fund relating to such Account. Additionally, separate accounts will be maintained on the books for assets that are subject to different vesting schedules. Any portion of such account in which the participant is not vested shall be accounted for separately and treated as a contract to which Code section 403(c) applies. A Participant's interest in the Fund will be determined and accounted for based on his beneficial interest in such fund.

Section 9.04 **ALLOCATION OF EARNINGS AND LOSSES**

- (a) Reinvestment. The dividends, capital gains distributions, and other earnings received on the Fund will be allocated to such fund and reinvested.
- (b) Valuation. The assets of each Investment Fund will be valued at their current fair market value as of each Valuation Date, and Accounts of each Participant with interests in that Investment Fund will be credited with such Participant's allocable share of the earnings and losses of each Investment Fund since the immediately preceding Valuation Date. Such allocation will be done on the basis of such Participant's interest in the applicable Investment Fund. For purposes of the allocation investment earnings and losses, the Plan Administrator may adjust the value of interests of Funds in Accounts as of the preceding Valuation Date to account for any contributions, distributions, or withdrawals that occur after such preceding Valuation Date.
- (c) Allocation to Individual Accounts. The Accounts of each Participant will be adjusted as of each Valuation Date by (i) reducing such Accounts by any distributions and withdrawals made therefrom since the preceding Valuation Date, (ii) increasing or reducing such Accounts by the Participant's share of earnings and losses and reasonable fees charged against such accounts at the direction of the Plan Administrator, and (iii) crediting such Accounts with any contributions made thereto since the preceding Valuation Date.
- (d) Allocation of Expenses. The Plan Administrator may allocate all, none or any portion of the Plan's expenses to Participant Accounts. The

Plan Administrator may allocate such expenses using any reasonable method which may include, but not be limited to: (i) allocating expenses only to current or former employees (or among any other classification(s) of employees); (ii) allocating expenses directly to individual employees; (iii) allocating expenses using the per capita or pro rata method; and (iv) any combination of the foregoing. If the Adoption Agreement provides that the Plan is subject to ERISA, the Plan Administrator may allocate such expenses using any reasonable method that does not violate Title I of ERISA and, if the Adoption Agreement provides that the Plan is not a FICA Church and not a Governmental Plan, in any manner that does not discriminate in favor of Highly Compensated Employees within the meaning of applicable provisions of Code section 401(a)(4).

- (e) Valuation for Distribution. For the purposes of paying the amounts to be distributed to a Participant or Beneficiary pursuant to Articles 7 and 8, the value of the Participant's interest will be determined in accordance with the provisions of this Article as of the Valuation Date related to the date benefits are paid.
- (f) No Rights Created by Allocation. An allocation of contributions or earnings to the separate account of a Participant under this Article 9 will not cause the Participant to have any right, title or interest in any assets of the Plan except at the time and under the terms and conditions expressly provided for in the Plan.

Section 9.05 **CONTRACT AND CUSTODIAL ACCOUNT EXCHANGES**

- (a) If the conditions in paragraphs (b) through (d) of this Section 9.05 are satisfied, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance, subject to Plan Administrator approval, to an investment with a fund that is not specifically approved by the Employer for use under the Plan.
- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Annuity Contracts or Custodial Accounts immediately before the exchange).
- (c) The receiving fund has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
- (d) The Employer enters into an agreement with the receiving fund under which the Employer and the fund will from time to time in the future provide each other with the following information:
 - (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Code section 403(b), including the following:
 - (A) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the fund when the Participant has had a Termination;
 - (B) the fund notifying the Employer of any hardship withdrawal under Section 8.01 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and
 - (C) the fund providing information to the Employer or other Funds concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Fund to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 8.01).
 - (2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:
 - (A) the amount of any plan loan that is outstanding to the Participant in order for a Fund to determine whether an additional plan loan satisfies the loan limitations of Section 8.05, so that any such additional loan is not a deemed distribution under section 72(p)(1); and
 - (B) information concerning the Participant's or Beneficiary's Voluntary Contributions or Roth Elective Deferrals in order for a Fund to determine the extent to which a distribution is includible in gross income.
- (e) If any Fund ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement as described in Section 9.05(d) to the extent the Employer's contract with the Fund does not provide for the exchange of information described in Section 9.05(d)(1) and (2).

ARTICLE 10 FUND

Section 10.01 **FUND**

- (a) Exclusive Benefit. All Custodial Accounts are for the exclusive benefit of the Participants and their Beneficiaries, and such Accounts will not be used for, nor diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and Fund).
- (b) Return of Contributions. Notwithstanding any other provision of this the Plan, contributions made by the Adopting Employer based upon a good faith mistake of fact may be returned to the Adopting Employer within one year of such contribution if such distribution does not contravene any provision of applicable law.

ARTICLE 11 PLAN ADMINISTRATION

Section 11.01 PLAN ADMINISTRATOR

- (a) Designation. The Plan Administrator will be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor will be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee will consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.
- (b) Authority and Responsibility of the Plan Administrator. The Plan Administrator will be the Plan "administrator" as such term is defined in section 3(16) of ERISA (if the Adoption Agreement provides that the Plan is subject to ERISA), and as such will have total and complete discretionary power and authority:
 - (1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation, or application of the Plan by the Plan Administrator will be final, conclusive, and binding;
 - (2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 11;
 - (3) to determine the amount and manner of any allocations hereunder;
 - (4) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;
 - (5) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under federal law or the provisions of this Plan;
 - (6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
 - (7) to approve and enforce any loan hereunder including the repayment thereof;
 - (8) to provide directions with respect to the purchase of life insurance, methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan;
 - (9) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;
 - (10) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;
 - (11) to arrange for bonding, if required by law;
 - (12) to adjust Accounts in order to correct errors or omissions;
 - (13) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;
 - (14) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;
 - (15) to supply such information to any person as may be required;
 - (16) to establish, revise from time to time, and communicate to the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and
 - (17) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary.
- (c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator will be entitled to rely upon information furnished to it. The Plan Administrator's decisions will be binding and conclusive as to all parties.
- (d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

Section 11.02 INVESTMENT FIDUCIARY

- (a) Designation. The Plan Investment Fiduciary will be designated by the Plan Sponsor. In the absence of a designation, the Plan Administrator will be the Investment Fiduciary. The Investment Fiduciary may consist of a committee consisting of one or more individuals who may be Employees appointed by the Plan Sponsor. If a committee is appointed, the committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.
- (b) Authority and Responsibility of the Investment Fiduciary. The Investment Fiduciary will have the following discretionary authority and responsibility:

- (1) to manage the investment of the Fund;
 - (2) to appoint one or more Investment Managers;
 - (3) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;
 - (4) to establish, revise from time to time, and communicate to the Investment Manager(s), an investment policy for the Plan; and
 - (5) to supply such information to any person as may be required.
- (c) Procedures. The Investment Fiduciary may adopt such rules and procedures as it deems necessary, desirable, or appropriate in furtherance of its duties hereunder. When making a determination or calculation, the Investment Fiduciary will be entitled to rely upon information furnished to it.

Section 11.03 COMPENSATION OF PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY

The Adopting Employer may provide that the Plan Administrator and Investment Fiduciary will serve with or without compensation for their services.

Section 11.04 PLAN EXPENSES

All direct expenses of the Plan, the Plan Administrator and Investment Fiduciary or any other person in furtherance of their duties hereunder will be paid or reimbursed by the Adopting Employer, and if not so paid or reimbursed, will be proper charges to the Fund and will be paid therefrom.

Section 11.05 ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary will have only those specific powers, duties, responsibilities, and obligations as are explicitly given him under the Plan. It is intended that each fiduciary will not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 11.06 INDEMNIFICATION

To the extent specified in the Adoption Agreement, the Adopting Employer will indemnify and hold harmless any person serving as the Investment Fiduciary and/or Plan Administrator from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, breach of its fiduciary duties under this Plan or ERISA (if the Adoption Agreement provides that the Plan is subject to ERISA), or breach of other applicable law.

Section 11.07 WRITTEN COMMUNICATION

To the extent permitted by applicable Treasury and/or Department of Labor Regulations and accepted by the Plan Administrator and, as applicable, the Trustee, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

ARTICLE 12 AMENDMENT, MERGER AND TERMINATION**Section 12.01** **AMENDMENT**

The provisions of the Plan may be amended at any time and from time to time by the Plan Sponsor, provided, however, that:

- (a) No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit and no amendment shall increase the duties and liabilities of the Trustee without the Trustee's consent. For purposes of this Subsection, a Plan amendment which has the effect of decreasing a Participant's Account balance, with respect to benefits attributable to service before the amendment, shall be treated as reducing an accrued benefit.

A Plan amendment may not decrease a Participant's accrued benefits, or otherwise place greater restrictions or conditions on a Participant's rights to Code section 411(d)(6) protected benefits, even if the amendment merely adds a restriction or condition that is permitted under the vesting rules in Code section 411(a)(3) through (11). Notwithstanding the foregoing, an amendment described in the previous sentence does not violate Code section 411(d)(6) to the extent: (1) it applies with respect to benefits that accrue after the applicable amendment date; (2) the Plan amendment changes the Plan's Vesting Computation Period and it satisfies the applicable requirements under 29 CFR 2530.203-2(c); or (3) permitted under Code section 412(d)(2) or Treas. Reg. sections 1.411(d)-3 and 1.411(d)-4 and any superseding guidance.

No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to a Plan amendment that eliminates or restricts the ability of a Participant to receive payment of his or her Account balance under a particular optional form of benefit if the amendment is permitted under applicable Treasury Regulations.

A Plan amendment may also provide exceptions from the general prohibition against the elimination or restriction of optional forms of benefit for in-kind distributions and elective transfers as specified under Treas. Reg. section 1.411(d)-4 Q&A 2 and 3.

- (b) Amendment by Volume Submitter Practitioner. The volume submitter practitioner may amend any part of the Plan on behalf of the Adopting Employer for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior plans.

The volume submitter practitioner will no longer have the authority to amend the Plan on behalf of any Adopting Employer as of either: (1) the date the Internal Revenue Service requires the Employer to file Form 5300 as an individually designed plan as a result of an Employer amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2007-44 and Rev. Proc. 2011-49 and superseding guidance, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

The volume submitter practitioner will maintain a record of the Employers that have adopted the Plan, and such practitioner will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. In the event that volume submitter practitioner licenses this document to a middleman who has not filed for a letter in their own name as an identical adopter, such middleman will be responsible for duties described in the preceding sentence.

- (c) The Plan Sponsor may: (1) change the choice of options in the Adoption Agreement; (2) add overriding language in the Adoption Agreement when such language is necessary to satisfy Code sections 415 or 416 because of the required aggregation of multiple plans; (3) amend administrative provisions of the Trust or custodial document in the case of a volume submitter plan or non-standardized prototype plan, and the name of any pooled trust in which the Plan's Trust will participate; (4) add certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause the Plan to be treated as individually designed; (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan; and (6) adopt other amendments permitted under Revenue Procedure 2011-49 and any superseding guidance that do not cause the Plan to become individually designed (this would include, but not be limited to, situations where a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program has been issued with respect to the Employer's Plan with regard to the amendment). An Employer that amends a plan other than a volume submitter plan for any other reason other than amendments permitted under Revenue Procedure 2011-49 and any superseding guidance, including a waiver of the minimum funding requirement under Code section 412(d), will no longer participate in this master or prototype plan and will be considered to have an individually designed plan.

- (d) If the Plan's vesting schedule is amended, in the case of an Employee who is a Participant as of the later of the date the amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's Employer-derived accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.
- (e) If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage or if the Plan is deemed amended by an automatic change to or from a Top-Heavy vesting schedule, each Participant with at least 3 Years of Vesting Service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least 1 Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 Years of Vesting Service" for "3 Years of Vesting Service" where such language appears. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:
 - (1) 60 days after the amendment is adopted;
 - (2) 60 days after the amendment becomes effective; or
 - (3) 60 days after the Participant is issued written notice of the amendment by the Plan Administrator.The election provided for in this Section 12.01 shall be made in writing and shall be irrevocable when made.
- (f) An amendment or restatement of the Plan may be made by any method including a formal record of action by the Board or other written document and execution of such amendment or restatement may be made by written or electronic means.
- (g) A Participant's benefit under the Plan shall not decrease do to merger, transfer of assets or liabilities, or consolidation of the Plan that is then followed by Plan termination.

Section 12.02 TERMINATION

- (a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.
- (b) Each entity constituting the Adopting Employer reserves the right to terminate its participation in this Plan. Each such entity constituting the Adopting Employer will be deemed to terminate its participation in the Plan if it ceases in any way to carry on operations.
- (c) Any termination of the Plan will become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination will cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination or partial termination, or complete discontinuance of contributions under the Plan, the account balance of each affected Participant will be nonforfeitable to the extent required by applicable law.
- (d) Distribution upon Termination of the Plan. The Employer must provide that, in connection with a termination of the Plan, all Accounts will be distributed, provided that the Employer on the date of termination does not make contributions to an alternative Code section 403(b) plan that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

ARTICLE 13 MISCELLANEOUS

Section 13.01 NONALIENATION OF BENEFITS

- (a) In General.
 - (1) Involuntary Attachment. Except as provided in Section 13.01(b), the Fund will not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Adopting Employer, Participants or Beneficiaries under the Plan and all payments, benefits and rights will be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Adopting Employer, Participant or Beneficiary. Notwithstanding anything to the contrary, if the Adoption Agreement provides that the Plan is not subject to ERISA, the Fund may be subject to attachment, garnishment, sequestration or other actions of collection afforded creditors of the Adopting Employer as permitted by applicable law.
 - (2) Voluntary Attachment. Except as provided in Section 13.01(b), no Participant or Beneficiary will have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary will include an Alternate Payee or the Beneficiary of an Alternate Payee.
- (b) Notwithstanding the foregoing, the Plan Administrator may:
 - (1) Subject to Section 13.02 below, comply with the provisions and conditions of any Qualified Domestic Relations Order pursuant to the provisions of Code section 414(p).
 - (2) Comply with any federal tax levy made pursuant to Code section 6331.
 - (3) Bring action to recover benefit overpayments.

Section 13.02 RIGHTS OF ALTERNATE PAYEES

- (a) General. An Alternate Payee will have no rights to a Participant's benefit and will have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 13.02.
- (b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator may distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. The Plan hereby specifically permits and authorizes distribution of a Participant's benefits under the Plan to an Alternate Payee in accordance with a Qualified Domestic Relations Order prior to the date the Participant has a Termination of Employment, or prior to the date the Participant attains his earliest retirement age as defined in Code section 414(p).
- (c) Funds. If the Qualified Domestic Relations Order does not specify the Participant's Accounts, or Funds in which such Accounts are invested, from which amounts that are separately accounted for will be paid to an Alternate Payee, such amounts will be distributed, or segregated, from the Participant's Accounts, and the Funds in which such Accounts are invested (excluding any amounts invested as a Participant loan), on a pro rata basis. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the balance of the Participant's vested Accounts after deduction of any outstanding loan.
- (d) Default Rules. Unless a Qualified Domestic Relations Order establishing a separate account for an Alternate Payee provides to the contrary:
 - (1) Withdrawals. An Alternate Payee will not be permitted to make any withdrawals under Article 8.
 - (2) Death Benefits. An Alternate Payee will have the right to designate a Beneficiary who will receive benefits payable to an Alternate Payee which have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed will be paid to the Alternate Payee's estate. Any death benefit payable to the Beneficiary of an Alternate Payee will be paid in a single sum as soon as administratively practicable after the Alternate Payee's death.
 - (3) Investment Direction. An Alternate Payee will have the right to direct the investment of any portion of a Participant's Accounts payable to the Alternate Payee under such order in the same manner with respect to a Participant, which amounts will be separately accounted for in the Alternate Payee's name.
- (e) Loans. An Alternate Payee will not be permitted to make a loan from the separate account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.
- (f) Treatment as Spouse. A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.
- (g) Plan Procedures. The Plan Administrator will be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in

accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 13.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan will be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 13.04 NO RIGHT TO FUND ASSETS

No Employee, Participant, former Participant, Beneficiary, or Alternate Payee will have any rights to, or interest in, any assets of the Fund upon termination of employment or otherwise, except as specifically provided under the Plan. All Payments of benefits under the Plan will be made solely out of the assets of the Fund.

Section 13.05 PARTICIPANT BENEFITING

A Participant will be treated as benefiting under the Plan for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with Treas. Reg. section 1.410(b)-3(a).

Section 13.06 GOVERNING LAW

This Plan will be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by Federal law, or; if the Adoption Agreement provides that the Plan is not subject to ERISA, not preempted by other applicable law.

Section 13.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan will be held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions hereof, and the Plan will be construed and enforced as if such provisions had not been included.

Section 13.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, will not be considered part of the Plan, and will not be employed in the construction of the Plan.

Section 13.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter will include the feminine and the neuter, the singular will include the plural, and vice-versa.

Section 13.10 DISASTER RELIEF

The Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, and subsequent guidance and/or law, to the extent provided in a resolution by the Plan Sponsor.

403(b) PLANS' DISASTER RELIEF INTERIM AMENDMENT

The current Section 13.10 is replaced with the following:

Section 13.10 **DISASTER RELIEF**

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, and any subsequent legislation ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the disaster relief listed below in compliance with Applicable Law. The terms "Qualified Disaster Distribution," "Qualified Individual," and "Applicable Period" are defined in the relevant sections of Applicable Law.

A. Qualified Disaster Distributions

- I. Qualified Disaster Distribution received by a Qualified Individual for Applicable Period (from all plans maintained by the Employer) may not exceed \$100,000 in aggregate.
- II. If the Plan permits rollover contributions, a Qualified Individual may at any time during the 3-year period beginning on the day after the Qualified Disaster Distribution was received contribute as a rollover to the Plan in an aggregate amount that does not exceed the amount of the Qualified Disaster Distribution.
- III. If the Plan permits rollover contributions, a Qualified Individual who received a withdrawal for the purchase of a home not due to the disaster, may contribute as a rollover to the Plan in an aggregate amount that does not exceed the amount of the Qualified Disaster Distribution.

B. Disaster Loan Provisions

- I. The maximum loan limit under Code §72(p)(2)(A) shall be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a Qualified Individual.
- II. The loan repayment for a Qualified Individual may be delayed for 1 year.
- III. Subsequent repayments will be adjusted to reflect the 1 year delay and any interest accrued during such delay.
- IV. The 1 year delay will be disregarded in determining the 5-year maximum term of loans under Code §72(p)(2)(B) and (C).